Request for Proposals (RFP) for the Triangle Project

Project Agreement

Between:
City and County of Denver
and
[ ]
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Schedule 33: Reference Documents
This Project Agreement (this “Agreement”) is made, entered into and effective as of the Effective Date between: (a) the City and County of Denver, a municipal corporation of the State of Colorado (the “City”); and (b) [Developer name], a [type of company] [formed / organized] under the laws of [State] (the “Developer”), for which purposes the “Effective Date” shall be the date of the full execution of this Agreement as reflected by the date set forth on the City’s signature page attached hereto.

RECITALS

WHEREAS:

A. The National Western Stock Show has been held annually, generally in the month of January, by the Western Stock Show Association, a Colorado non-profit corporation, at the historic site of the Denver Union Stockyards Company since 1906, and is a showcase event for the Western agricultural industry and related industries (the “Stock Show”).

B. In 2013, the City, WSSA, the Colorado State University System (the “CSU”), the Denver Museum of Nature & Science, and the History Colorado Center entered into a Memorandum of Understanding to cooperate in the planning and redevelopment of the existing National Western Stock Show facilities to better integrate the existing approximately 130 acres of land on which such existing facilities are located with surrounding neighborhoods, and to build and operate a new approximately 250 acre state-of-the-art, multi-purpose campus (as more specifically defined in Annex B, the “NWC Campus”).

C. In 2015, the City approved the master plan for the NWC Campus (the “Master Plan”). The Master Plan outlines a multi-phased plan “to construct three million square feet of new, flexible facilities supporting expanded capacity for educational, entertainment, and cultural programming events.

D. Following adoption of the Master Plan, the City’s voters approved a ballot initiative on November 3, 2015, to authorize the issuance of secured bonds to invest in the redevelopment of the NWC Campus and the expansion of the Colorado Convention Center. The bonds were allocated to support the development of “Phases 1 & 2” of the Master Plan, which represents nearly $1,000,000,000 in transformational public investment already underway on the NWC Campus.

E. Also in 2015, the General Assembly of the State of Colorado adopted HB15-1344, which authorized the Treasurer of the State of the Colorado to execute up to $250,000,000 of lease-purchase agreements to fund the CSU facilities on the NWC Campus and National Western Center-affiliated facilities on the CSU Fort Collins campus.

F. In addition to the money raised by issuing the bonds, the City applied for and received an award of up to $121,500,000 over 36 years from the Colorado Economic Development Commission for development of the NWC Campus through the Regional Tourism Act. Consistent with the Regional Tourism Act award requirements, CSU committed to spend at least $16,200,000 of the proceeds of lease-purchase agreements authorized by HB15-1344 in development of various CSU facilities on the NWC Campus. Also consistent with such award requirements, the WSSA pledged to raise $50,000,000 in cash based on project delivery milestones.

G. On September 28, 2017, the City, WSSA, and CSU, entered into the National Western Center Framework Agreement (the “Framework Agreement”) in order to (i) memorialize their respective and ongoing responsibilities as to the governance, funding, design, construction, operation, and maintenance of the NWC Campus, (ii) provide for the funding, design, and construction of NWC Phases 1 & 2, and (iii) create the joint formation of the National Western Center Authority (the “Authority”), each consistent with HB15-1344 and the Regional Tourism Act award requirements.

H. On March 1, 2019, the City issued a Request for Qualifications (as modified by the addenda on March 20, 2019, and April 26, 2019) for the procurement of the design, construction, financing, operation, and maintenance of “Phases 3-8 of the Master Plan to complete the NWC Campus and
for related matters. Phases 3-8 consist of the development of approximately 60 acres on the southeast portion of the NWC Campus. Development of this area includes both the development of various public elements to be retained within the scope of this Agreement (including the construction of a New Arena, a new Expo Hall, and rehabilitation of the historic 1909 Building) and the City’s grant to Developer of conditional rights for future Private Development on the balance of the property in this area. The “Project” (as more fully defined in Annex B) includes the design, construction, operation, and/or maintenance of the public elements within Phases 3-8 of the Master Plan, certain work related to elements of Phases 1 & 2 of the Master Plan, certain other inherently related work, and the opportunity for Private Development on portions of the Phases 3-8 portion of the NWC Campus.

I. On May 23, 2019, the City received two responsive statements of qualification submittals in response to the Request for Qualifications from potential project developer groups, and then shortlisted both groups on July 22, 2019, (each such group a “Proposer” and, collectively, the “Proposers”) as qualified for purposes of proceeding to the next stage in the procurement process for the Project.

J. Subsequently, the City issued to the Proposers for their review and comment a draft Request for Proposals (the “RFP”), which included the Instructions to Proposers (the “ITP”), first issued on December 11, 2019. The City subsequently issued a number of addenda to the draft RFP, pursuant to the procedures set out in the ITP. On [ ], 2020, the City issued the final RFP inclusive of a draft of this Agreement[, which ITP and draft Agreement were subsequently amended by addenda issued on [ ], 2020.]

K. On [ ] and [ ], the City received, respectively, technical and financial proposals from each Proposer in response to the RFP.

L. On [ ], the City issued a notice pursuant to the rules set out in the ITP identifying [Proposer name] as the successful Proposer (the “Preferred Proposer”) to which the Project was subsequently awarded, subject to satisfaction of certain conditions precedent under the ITP to execution of this Agreement by Developer.

M. As of the Effective Date, the Equity Members of the Preferred Proposer, which as of such date are [ ] (as holder of a [ ]% direct membership interest) and [ ] (as holder of a direct [ ]% membership interest), have [formed / organized] the Developer for purposes of executing this Agreement with the City, and have otherwise provided evidence to the City that the Developer has satisfied the conditions precedent under the ITP to execution of this Agreement.

N. This Agreement, and the further agreements referenced herein, set out or, as applicable, shall set out the terms and conditions pursuant to which the Developer shall implement the Project and perform the Work in consideration for, among other things, (i) the payments to be made by the City, and (ii) the rights (including certain economic rights) granted by the City, to Developer under this Agreement.

Now, therefore, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties undertake and agree as follows:

PART A: FOUNDATIONAL MATTERS

1. CONSTRUCTION OF AGREEMENT

1.1. Interpretation and Definitions

a. For purpose of this Agreement, and except as otherwise specified herein or as the context may otherwise require, the rules of interpretation, of construction, and for resolution of
conflicts, ambiguities, and inconsistencies, set forth in Annex A apply to this Agreement including its Schedules.

b. For purpose of this Agreement, and except as otherwise specified herein or as the context may otherwise require, the definitions:

i. for capitalized terms used in this Agreement to reference certain areas, sites, and facilities relevant to the Project are set forth in Annex B;

ii. for all other capitalized terms used in this Agreement are set forth in Annex C; and

iii. for certain capitalized terms defined in the Schedules have the respective meanings set out in the Schedules for purposes of those Schedules only, provided that, if any term used in the Schedules is defined in either Annex as well as in the Schedules, then such term shall have the meaning set out in the applicable Annex.

1.2. Integrated and Binding Agreement

a. Subject to Section 40.3, the Parties agree and expressly intend that this Agreement, which includes its Annexes, Schedules, and any valid amendments, constitutes a single, non-severable, integrated agreement whose terms are interdependent and non-divisible.

b. Except as otherwise specified herein or as the context may otherwise require, any term, condition, requirement, criteria or specification set out or referenced in any part of this Agreement is a binding contractual obligation.

c. In furtherance of the foregoing, and for convenience of reference only and without effect on the interpretation of this Agreement, the incorporated Schedules are as follows:¹

i. in relation to Financial Close:
   A. Schedule 1 (Financial Close), which [ ];
   B. Schedule 2 (Representations & Warranties), which [ ]; and

ii. in relation to commencement and completion of the Work:
   A. Schedule 3 (NTPs), which [ ];
   B. Schedule 4 (Completion), which [ ]; and

iii. in relation to matters of payment:
   A. Schedule 5 (Payment and Performance Mechanism), which [ ];
   B. Schedule 6 (Compensation on Termination), which [ ]; and

iv. in relation to administrative and management matters:
   A. Schedule 7 (Required Insurances), which [ ];
   B. Schedule 8 (Project Administration), which [ ];
   C. Schedule 9 (Project Management Plan), which [ ];
   D. Schedule 10 (Quality Management), which [ ];
   E. Schedule 11 (Submittal Review Process), which [ ];
   F. Schedule 12 (Mandatory Subcontract Terms), which [ ];
   G. Schedule 13 (Site Constraints), which [ ]; and

¹ Note to Proposers: Brief explanatory descriptions to be added in a subsequent Addendum.
v. in relation to Private Development, Schedule 14 (Private Development), which [ ]; and

d. in relation to technical requirements for the Work:
   i. Schedule 15 (D&C Requirements), which [ ];
   ii. Schedule 15A (D&C Standards), which [ ];
   iii. Schedule 16A (FF&E Requirements), which [ ];
   iv. Schedule 16B (Phases 1 & 2 Facility Handover), which [ ];
   v. Schedule 16C (Facility Commissioning), which [ ];
   vi. Schedule 17 (Operations & Maintenance Requirements), which [ ];
   vii. Schedule 17A (O&M Standards), which [ ];
   viii. Schedule 18A (Programming), which [ ];
   ix. Schedule 18B (Project Revenues), which [ ];
   x. Schedule 19 (Handback Requirements), which [ ]; and

e. in relation to community matters, communications, and compliance:
   i. Schedule 20 (Community Equity & City Requirements), which [ ];
   ii. Schedule 21 (Stakeholder Communications), which [ ]; and

f. for purposes of setting out forms of future agreement, documents, and notices:
   i. Schedule 22 (Forms of Direct Agreements), which [ ];
   ii. Schedule 23 (Form of Lead Real Estate Developer Subcontract (Development Agreement), which [ ];
   iii. Schedule 24 (Form of Contractor Bonds), which [ ];
   iv. Schedule 25 (Form of Supervening Event Notice), which [ ];
   v. Schedule 26 (Form of Legal Opinions), which [ ];
   vi. Schedule 27 (Forms with Third Party Service Providers), which [ ]; and

g. in relation to procedural matters for future Changes, claims, and Disputes:
   i. Schedule 28 (Change Procedure), which [ ]; and
   ii. Schedule 29 (Dispute Resolution Procedure), which [ ];

h. in relation to documenting the Financial Model, Key Personnel commitments, and elements of the Proposal:
   i. Schedule 30 (Base Financial Model), which [ ];
   ii. Schedule 31 (Personnel), which [ ];
   iii. Schedule 32 (Proposal Extracts, AFCs, & ATC’s), which [ ]; and

i. for purposes of documenting the Reference Documents, Schedule 33 (Reference Documents), which [ ].
1.3. Integration of Provisions Required by Law, City Charter, Revised Municipal Code

a. Without limiting the Developer’s rights under this Agreement with respect to the occurrence of a Change in Law, the Parties agree that any additional provisions not set forth in this Agreement required by any existing or future Law to be inserted in this Agreement are and shall deemed to be incorporated in this Agreement as and when required by or for compliance with such Law with effect from the date of their incorporation (unless applicable Law expressly provides for retroactive effectiveness), whether or not they appear in this Agreement, and, upon application by either Party, this Agreement shall be amended to make the insertion, provided that no event shall the failure to insert any such provision prevent the enforcement of such provision.

b. The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

2. ENTRY INTO AND EFFECTIVENESS OF AGREEMENT

2.1. Effectiveness and Term

a. This Agreement shall come into effect on and from the Effective Date.

b. The Term shall commence on the Effective Date and end on the earliest to occur of the Expiry Date and the Termination Date.

2.2. Financial Close

a. On and from the Effective Date, the Parties agree to comply with their respective obligations with respect to the achievement of Financial Close pursuant to Schedule 1.

b. Financial Close shall occur subject to, and in accordance with, Schedule 1. A failure to achieve Financial Close by the Financial Close Deadline shall have the effects set out in, and may result in termination of this Agreement pursuant to, Schedule 1.

2.3. Developer Assurances Regarding Due Diligence Obligations and Limitations

2.3.1. Residual City Liability

Nothing in Sections 2.3.2 and 2.3.3 shall exclude any liability which the City would otherwise have to the Developer:

a. in respect of any statements, representations or warranties made fraudulently, in bad faith, or constituting willful misconduct; or

b. to the extent expressly provided for in this Agreement, including in the provisions pertaining to Supervening Events.

2.3.2. Reference Documents

a. Prior to the Effective Date, the City made the Reference Documents available to the Proposers under the terms of the ITP. Subject to Section 2.3.3, the Developer may rely on any Reference Document to the extent, and only to the extent, that such Reference Document is:

i. expressly incorporated as a contractual obligation in accordance with terms of this Agreement; or

ii. otherwise expressly or implicitly and necessarily the basis for determining the occurrence of a Supervening Event.
b. Subject to subject to Section 2.3.1 and notwithstanding the Developer’s limited right to rely on Reference Documents pursuant to Section 2.3.2.a, the Developer acknowledges and agrees that:

i. prior to the Effective Date, it conducted due diligence pursuant to Good Industry Practice in accordance with Section 1.8.a of Annex A, including:
   A. on the accuracy, completeness, relevance, and adequacy of Reference Documents;
   B. to enable the Developer to satisfy itself as to the correctness of information given which may affect the means, methods, and materials for performance of the Work and the Private Development, whether or not such information was provided in the Reference Documents; and
   C. to verify conditions inside and outside the Site and the NWC Campus to determine whether or not conflicts exist between elevations or other data shown on the Reference Documents;

ii. neither the City nor any other Person that produced or provided any Reference Documents, gives or has given any representation, warranty, undertaking, or guaranty or assurance as to the accuracy, completeness, relevance, fitness for purpose, future performance or conditions, or adequacy of any such Reference Documents, nor does the City or any other Person that produced or provided any such Reference Documents have any responsibility:
   A. for such Reference Documents as being representative of any aspect or condition of or relating to the Project (including the Private Development), including any site, surface or subsurface, or otherwise concealed conditions, or any current or future economic, market, commercial, usage, or business condition; or
   B. to update such Reference Documents, the contents of which may reflect information available as of the date that each such Reference Document was prepared or as of such other date indicated therein;

iii. the Developer shall be solely responsible to determine all non-economic and non-market viability related conditions relating to the Site and any adjacent areas (including with respect to subsurface conditions) and the Work, and the risks associated with the same;

iv. the Developer shall be solely responsible to determine all economic, market, commercial, usage, and business viability conditions affecting the Work and the Project, including the exercise of Private Development Rights, and the risks associated with the same;

v. neither the City, nor any other Person that produced or provided any Reference Documents, shall have any responsibility or liability to the Developer or any other Developer-Related Entity in respect of, and the Developer shall not be relieved of any obligation under this Agreement, in any case as a result of:
   A. any lack of accuracy, utility, completeness, relevance, fitness for purpose, or adequacy of any kind whatsoever of any such Reference Documents;
   B. any interpretations of, or conclusions drawn from, any such Reference Documents;
   C. any failure by the City, or by any other Person that produced or provided any such Reference Documents, to update such Reference Documents;
D. any failure by the City or any other Person to reference or otherwise make available any materials, documents, drawings, plans or other information relating to the Project; or

E. any causes of action or claims of, or Losses whatsoever suffered by the Developer or any other Developer-Related Entity by reason of any use of, or any action or forbearance in reliance on, such Reference Documents; and

vi. in furtherance of the foregoing:

A. the Developer has satisfied itself as to: the sufficiency, applicability, and correctness of the Reference Documents;

B. the Developer has not entered into this Agreement on the basis of, and has not relied upon, any statement, representation, warranty, guaranty, assurance or other provision (in each case whether oral or written, express or implied) made or agreed to by the City or by any other Person, or any of their agents or employees, except those expressly set out or repeated in this Agreement; and

C. the only remedies available in respect of any untrue statement, misrepresentation, or breach of representation or warranty made to the Developer in this Agreement shall be any remedies expressly available under this Agreement.

2.3.3. Responsibility for Independent and Continuing Diligence

Subject only to its express rights under this Agreement, as of the Effective Date the Developer has satisfied itself as to:

a. the sufficiency and (as applicable) conditions and requirements of all property access rights, assets, and rights that it is entitled to receive under this Agreement;

b. to the extent possible by conducting due diligence prior to the Effective Date pursuant to Good Industry Practice in accordance with Section 1.8.a of Annex A, the existing conditions of the Site and the adjacent areas including the remainder of the NWC Campus (including subsurface or otherwise concealed or unknown conditions, and including, any obstructions that may be encountered during the Work), which the Developer acknowledges and agrees may change due to work being performed under this Agreement;

c. the nature and extent of the risks assumed by it under this Agreement;

d. the feasibility of performing the Work and exercising the Private Development Rights so as to timely complete the relevant portions of the Work within the applicable periods and by the applicable deadlines as determined by reference to Section 5.4 and Schedules 3, 4, 13, and 14 and without additional compensation from the City, accounting for constraints affecting the Project;

e. the sufficiency of the Developer and the Developer-Related Entities’ opportunities to conduct due diligence prior to the Effective Date pursuant to Good Industry Practice in accordance with Section 1.8.a of Annex A;

f. the precautions and times and methods of working necessary to prevent or, if it is not possible to prevent, to mitigate or reduce any nuisance or interference, whether public or private, being caused to any third parties through the performance of the Work.
2.4. **Recordation**

The Parties agree that this Agreement shall not be recorded in the City Clerk and Recorder’s Office or in any other county.

3. **REPRESENTATIONS AND WARRANTIES**

3.1. **Representations and Warranties**

a. The Developer hereby represents and warrants to the City that each representation and warranty set out in Section 1 of Schedule 2 is true and correct as of the Effective Date, in accordance with Section 3.2.b. of Schedule 1, as of the Financial Close Date, and, as applicable, is true and correct as of the effective date of the relevant Principal Subcontract.

b. The City hereby represents and warrants to Developer that each representation and warranty made by it and set out in Section 2 of Schedule 2 is true and correct as of the Effective Date and, in accordance with Section 3.3.a. of Schedule 1, as of the Financial Close Date.

3.2. **Mutual Reliance**

The Developer and the City acknowledge that, respectively, the City and Developer enter into this Agreement in reliance on the representations and warranties made pursuant to Section 3.1.

3.3. **Non-Waiver**

No investigations made by or on behalf of any Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party in this Agreement or pursuant to this Agreement.

3.4. **Special Remedies for Mutual Breach of Warranty**

If any circumstance or event exists or occurs that constitutes or results in concurrent breaches by the Developer and the City, of any of the parallel representations and warranties which address equivalent or identical facts or circumstances made pursuant to Section 3.1 or thereafter repeated pursuant to this Agreement, but which breaches do not also constitute or result in any other breach or default by either Party, including, subject to the passage of time and giving of notice, a Developer Default or a City Default, then:

a. such breaches shall not result in a Supervening Event or form the basis for a damages claim by either Party against the other; and

b. each Party's only remedy shall be to:

i. take action as permitted under this Agreement to rectify or mitigate the effects of such circumstance or event;

ii. if applicable, exercise its rights to pursue severance and/or substitution of any invalid clause, condition, term, provision, section, subsection, or part of this Agreement pursuant to Section 40.3;

iii. if applicable, pursue a Termination by Court Ruling; and/or

iv. exercise its rights pursuant to Section 37.3.

3.5. **Survival of Representations and Warranties**

Each Party’s liability with respect to its representations and warranties made pursuant to Section 3.1 or thereafter repeated pursuant to this Agreement shall survive the end of the Term.
PART B: OBLIGATIONS TO DESIGN, CONSTRUCT, OPERATE, MAINTAIN, AND HANDBACK THE PROJECT

4. GRANT OF RIGHTS

4.1. Developer’s Project License and Private Development Rights

4.1.1. Grant of Project License and Private Development Rights

a. Subject to the terms and conditions of this Agreement, Law, any applicable Permits:

   i. the City grants to the Developer:

      A. the Project License and the Private Development Rights for the purpose of designing, constructing, financing, programming, operating, and maintaining the Project and undertaking Private Development; and

      B. the right to collect and retain certain fees, charges and revenues, and no others, associated with the Project and from any Private Development in each case strictly in accordance with Section 8; and

   ii. the Developer acknowledges and accepts such Project License and Private Development Rights and such rights and obligations under this Agreement, in each case for and during, and, except for any Future Private Development Parcels already purchased pursuant to a Takedown under Schedule 14, automatically being revoked at the end of, the Term.

b. The Developer shall have the right:

   i. other than with respect to the Private Development Rights, to issue sub-licenses under the Project License to Subcontractors as necessary to carry out Developer’s obligations under this Agreement; and

   ii. with respect to the Private Development Rights, to enter into such arrangements with the Lead Real Estate Developer as are expressly provided for in Schedule 25.

4.1.2. Acceptance “As Is”, “Where Is”, and “With All Faults”

a. The Developer acknowledges and agrees that, except as otherwise expressly provided in the Agreement, including in the provisions pertaining to Supervening Events:

   i. the Project License and the Private Development Rights, including each real property area, Facility, building, and structure comprising the City-Provided Site Areas and each Future Private Development Parcel made available to the Developer pursuant to the same, are provided:

      A. on an “as is”, “where is”, and “with all faults” basis without representation or warranty, express or implied, regarding the condition or suitability for purpose of the same (or any part thereof); and

      B. subject to any Property Restriction\(^2\) (including the rights and restrictions of access and use of certain third parties that fall within the scope of the qualifications set out in the definition of “Possession” in in Annex C from time to time during the Term), environmental or other site conditions that may exist from time to time on such property, facilities and structures; and

\(^2\) Note to Proposers: The City is considering the possibility of a process for clearing certain title conditions identified during the RFP diligence process.

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ii. the Developer assumes responsibility for all other risks, costs, expenses and liabilities caused by, arising out of or in connection with the condition of each area, facility, building, and structure comprising the Site and each Future Private Development Parcel, regardless of whether any aspect of such condition existed prior to, or exists on or after, the Effective Date.

b. On the basis of the foregoing, and excluding only Developer Claims against the City pertaining to Supervening Events, neither the Developer nor any other Developer-Related Entity shall be entitled to make any Claim against any Person in relation to the condition of any property area, Facility, building, and structure comprising the City-Provided Site Areas and any Future Private Development Parcel at the time the same first became subject to Developer’s Possession or Developer first acquired any interest or right therein.

4.1.3. Nature of Interests

a. With respect to the Project License and the Site:

i. the Developer’s rights hereunder with respect to the Project License and the City-Provided Site Areas are derived solely from its status as a Developer and independent contractor as described in this Agreement;

ii. the Developer shall not use any part of the Site, or exercise its rights with respect to the Project License, in either case, for any purpose other than carrying out its obligations under this Agreement;

iii. the Project License is personal property, and not an interest in real property, and shall not be recorded in the City of Denver’s Clerk and Recorder’s Office or in any other county;

iv. for certainty, the Project License, and the Developer’s associated rights to the Site, do not include any real property interest in either the airspace (that is, within the vertical column extending above the Site) or the subsurface (that is, within the vertical column extending below the boundaries of the Site) or subsurface portion of the Site, which airspace and subsurface may only be used by the Developer in performance of the Work and not as part or in support of any Private Development; and

v. subject to Section 4.1.3.b with respect to the Private Development Rights, this Agreement does not and shall not in any way with respect to the Project License and the City-Provided Site Areas be deemed to constitute a lease to the Developer (whether an operating lease or a financing lease), or a grant (regardless of the characterization of such grant, including by way of easement, purchase option, conveyance, lien or mortgage), in each case, of any right, title, interest or estate, including any legal or equitable ownership interest, in the Project or the Work (in each case excluding any Private Development on Private Development Parcels), or of any other assets incorporated into, appurtenant to, or in any way connected with the Project.

b. Except as expressly provided below in this Section 4.1.3.b, the Developer’s rights and interests in the Private Development Rights with respect to Future Private Development Parcels shall be deemed to be subject to the same conditions and limitations as apply to the Developer’s Project License rights with respect to the City-Provided Site Areas and the Project under Section 4.1.3.a:

i. the Developer’s Private Development Rights are derived solely from its status as the Developer, and any ownership or real property interest in the Future Private
Development Parcels is contingent on satisfaction of the conditions set out in Schedule 14;

ii. the Developer shall not use any Private Development Parcel, or exercise its Private Development Rights, in either case, in a manner contrary to Law, to its express obligations with respect to the same under the terms of this Agreement, or to the terms of any recorded evidencing the transfer of ownership of a Private Development Parcel to the Developer, the Lead Real Estate Developer, or either of their designees, transferees, or assignees; and

iii. [to add statement regarding vested rights in a subsequent Addendum].

4.2. Developer’s Obligations with Respect to Access and Use by Other Persons

a. The Developer acknowledges and agrees that, pursuant to the terms of this Agreement, including Sections 8.4.3 and 18, the qualifications set out in the definition of “Possession” in Annex C, and Schedules 13, 18A, and 20, the Developer’s Project License and Private Development Rights and its rights with respect to the City-Provided Site Areas including Future Private Development Areas are subject to the rights of access and use of:

i. the City;
ii. the Campus Partners;
iii. the Utility Owners;
iv. the Railroads;
v. the Adjacent Community;
vi. employees, patrons, tenants, or users of, or visitors to the NWC Campus; and
vii. other Persons which rights of access and use fall within the scope of the qualifications set out in the definition of “Possession” in in Annex C, together, “Persons with Access Rights”.

b. The Developer further agrees to:

i. comply with [to add reference to relevant express provisions of this Agreement and the Schedules in a subsequent Addendum]; and

ii. otherwise reasonably facilitate access to and through the Site by all Persons with Access Rights in accordance with their rights of access and use as determined by reference to the qualifications set out in the definition of “Possession” in Annex C, and to not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate such rights of access and use.

4.3. Possession and Ownership

4.3.1. Delivery of Possession of the Site and Acquisition of Private Development Parcels

Without limiting the Developer’s conditional, limited rights to obtain early access to and use of (but, for certainty, not Possession of) certain areas within the Site pursuant to [potential allowance for limited early access under consideration]:

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3 Note to Proposers: The City is considering adding additional provisions in a subsequent Addendum to further delineate the nature of the access rights enjoyed by Persons with Access Rights, particularly members of the public, and how elements of the Site may or may not be designated as public forums.
a. the City shall deliver, and Developer shall be entitled to have, Possession of each area, facility, building, and structure comprising the City-Provided Site Areas on and from the applicable License Start Date until its applicable License End Date as both such dates shall be determined in accordance with Schedule 13, without prejudice to Developer’s rights arising as a result of the occurrence of any Supervening Event and, for certainty, subject to such rights and restrictions of access and use of certain third parties that fall within the definition of “Possession” in Annex C from time to time; and

b. the City shall transfer ownership of each Future Private Development Parcel to the Developer, the Lead Real Estate Developer, or either of their designees, transferees, or assignees as and when provided for in accordance with the Schedule 25 and the Development Plan.

4.4. Ownership and Liability

4.4.1. Ownership of Site and Private Development Areas

Each area, Facility, building, and structure comprising the City-Provided Site Areas, including each Future Private Development Parcel prior to Takedown and becoming part of the Private Development Area, shall be held or acquired, as applicable, in the name of the City, such Campus Partner as may be expressly provided for in this Agreement or any applicable Third Party Agreement, or in such other name(s) as the City may otherwise determine in its discretion. Any Private Development Parcel shall only be acquired and held by the Developer, the Lead Real Estate Developer, or either of their designees, transferees, or assignees as expressly permitted in Schedule 25, any Purchase and Sale Agreement, and in any deed recorded in compliance with the same.

4.4.2. Developer’s Responsibilities

In each case subject to the express terms of this Agreement:

a. following either Developer’s Possession of any area, Facility, building, and structure comprising the City-Provided Site Areas that are not Phases 1 & 2 Incorporated Elements (and for such period of time as Developer is entitled to have Possession thereof), or the Developer’s acquisition of any interest or right with respect to any Developer-Provided Site Areas (and for such period of time as such interest or right is maintained), the Developer shall as between the Parties:

i. have sole responsibility for such area, facility, building, and structure including risk of damage and loss; and

ii. bear any costs and expenses incurred in relation to such area, facility, building, and structure including all fees, expenses and taxes associated with such part of the Site; and

b. following either Developer’s Possession of any area, Facility, building, and structure comprised of the Phases 1 & 2 Incorporated Elements (and for such period of time as Developer is entitled to have Possession thereof), the Developer shall as between the parties:

i. [scope of Developer’s responsibility under review in conjunction with ongoing review of O&M Work responsibilities, including for programming; to be updated in a subsequent Addendum]; and

ii. bear any costs and expenses incurred in relation to the performance of O&M Work for such area, facility, building, and structure including all fees, expenses and taxes associated with performance of the same on such part of the Site.
4.4.3. Transfer of Ownership of Elements, FF&E, and Work Product

a. With respect to any part of any Element that is to be affixed to any part of the Site (or any infrastructure already affixed thereto) as part of the Project, ownership of and title to each such part shall automatically vest in City, such Campus Partner as may be expressly provided for in this Agreement or any applicable Third Party Agreement, or in such other name(s) as the City may otherwise determine in its discretion, free from all Property Restrictions, other than Permitted Property Restrictions (which, for certainty, include and shall not extinguish any Developer’s Private Development Rights with respect to such Element), immediately upon such part being affixed thereto.

b. Upon the installation and commissioning of FF&E, all such FF&E shall be held or acquired, as applicable, in the name of the City, such Campus Partner as may be expressly provided for in this Agreement or any applicable Third Party Agreement, or in such other name(s) as the City may otherwise determine in its discretion, free and clear of all claims to or against them by Developer or anyone claiming by, through, or under Developer.

c. Any Work Product, including all property interests therein, shall be considered “works made for hire” pursuant to Law and, accordingly, shall be the property of the City, excluding only the Financial Model and any Proprietary Intellectual Property.

d. The vesting of ownership of and title to any part of any Element or any Work Product in accordance with Sections 4.4.3.a through 4.4.3.c shall not imply acceptance of such part of such Work Product by the City (or by such part’s or such Work Product’s current or future owner) as to the compliance of such part with the requirements set out in this Agreement, nor shall the Developer be relieved of its requirement to comply with any of its obligations under this Agreement with respect to such Element or such Work Product, as applicable, the Work or otherwise. Furthermore, subject to the terms of this Agreement, the risk of loss or damage to such part of any Element and any Work Product held by the Developer shall remain with the Developer.

e. The Developer shall not do any act or thing that shall create any Property Restriction (other than a Permitted Property Restriction with respect to any Element or other real property) against any Element (or part thereof), any Work Product, or any part of any Future Private Development Parcel that Developer does not own in fee, and shall promptly remove any such prohibited Property Restriction, unless such Property Restriction came into existence as a result of an act of or omission by the City, which in turn was not caused by a Developer Fault Event.

4.5. Special Provisions Regarding Private Development

a. As of the Effective Date and prior to any Takedown of such parcel, each Future Private Development Parcel shall constitute City-owned property which is part of the Site in accordance with the definition thereof.

b. On and from the date of the Developer’s Takedown of any Future Private Development Parcel:

i. such parcel shall become a Private Development Parcel in accordance with the definition thereof, and owned in fee by the Developer, the Lead Real Estate Developer, or either of their designees, transferees, or assignees, in each case subject to, the Approved Development Plan, any Purchase and Sale Agreement, and any deed recorded in connection therewith;

ii. such Private Development Parcel shall cease to constitute part of the Site and the activities of the Developer, the Lead Real Estate Developer, or either of their designees, transferees, or assignees, occurring exclusively on or with respect to
such Private Development Parcel shall not constitute part of the Project or be subject to this Agreement other than the following continuing obligations and liabilities:

A. [list of express and implied continuing obligations and liabilities to be added in a subsequent Addendum]; and

B. any other term or condition of this Agreement which expressly applies to such Private Development Parcel or the activities thereon or with respect thereto;

iii. as among the Parties, the Developer shall:

A. have sole responsibility for such parcel, including for all Facilities, buildings, and structures to the extent located thereon, including risk of damage and loss; and

B. bear any costs and expenses incurred in relation to such parcel, including for all facilities, buildings, and structures to the extent located thereon, including all fees, expenses and taxes associated with such part of the Site;

iv. the restrictions on the Developer’s grant or assignment of its interests in the relevant Private Development Parcel for the benefit of the Lenders as imposed under Section 25.4.a shall automatically apply; and

v. the Developer shall not be entitled to any extension of time, relief and/or compensation as the result of any Supervening Event to the extent effecting such Private Development Parcel and Private Development on or in relation to the same, except as expressly permitted under Section 12.6.2.

c. In the event the City exercises its right to repurchase any Private Development Parcel or part thereof pursuant to Section 12.c. of Schedule 14 or any deed with respect to such parcel, and unless the City in its discretion determines otherwise, such parcels shall not revert to form part of the Site and shall no longer form part of the Project or be available to the Developer within the scope of its Project License or otherwise for purposes of performing the Work and exercising Private Development Rights.

4.6. Licensing of Names, Brands, Logos and Marks

a. The Developer acknowledges and agrees that the Authority solely and exclusively retains the rights to the “National Western Center” brand together with all existing and future developed trademarks, logos, and marks. The Developer shall, in consultation with the City, seek to secure a non-exclusive license to use the name “National Western Center” together with associated trademarks, logos and marks in connection with the Work, provided that any such pursuit of a license for use in connection with the Private Development shall be subject to the City’s consent (in its discretion). The terms and conditions of any such license shall be in the Authority’s discretion, and subject to review and Approval by the City. The Developer’s use of any such licensed brand, trademark, logos, and marks shall also in all cases comply with [Authority branding guidelines] and [to be provided in a subsequent Addendum].

b. The Developer grants to the City a non-exclusive, non-transferable (except to the Campus Partners), royalty-free license during the Term to use all existing and future developed names, trademarks, logos and marks of “[to insert name of Developer]” solely in connection with the Project, Adjacent Related Projects, and NWC Campus Activities as well as City and Campus Partner marketing, promotional, informational, and wayfinding activities.
5. GENERAL UNDERTAKINGS

5.1. Developer’s Obligation to Perform Work and Undertake Private Development

5.1.1. Obligation to Perform the Work

a. The Developer hereby undertakes to perform the Work pursuant to and in compliance with:
   i. the terms, conditions, and requirements of this Agreement;
   ii. the Project Standards;
   iii. Law, including all Environmental Laws, all other such Laws relating to safety and the protection of health and the Environment, and the ADA;
   iv. all Permits with respect thereto in effect from time to time; and
   v. Good Industry Practice.

b. Without limiting the foregoing or any other Developer obligation under this Agreement, the Developer acknowledges that:
   i. additional provisions regarding the Developer’s general obligations to undertake the D&C Work are provided for in Section 6.1;
   ii. additional provisions regarding the Developer’s general obligations to undertake the O&M Work are provided for in Section 7.1; and
   iii. the Developer acknowledges and agrees that it shall comply with Schedules 8, 9, 10, and 11 with respect to the conduct of Work generally.

5.1.2. Obligation to Perform Undertake Private Development

a. The Developer hereby undertakes to complete the Initial Takedown and the Future Takedowns, and to undertake the Private Development on the Private Development Parcels, pursuant to and in compliance with:
   i. Schedule 14, the Approved Development Plan, any Purchase and Sale Agreement, and any deed recorded in connection therewith;
   ii. the Law; and
   iii. all Permits with respect thereto in effect from time to time.

b. Any Developer failure to comply with this Section 5.1.2 shall not in and of itself constitute a breach of this Agreement or a Developer Default, provided that such failure shall have the consequences expressly provided for under this Agreement, including:
   i. under of Schedule 14 as expressly provided for therein, including with respect to the Developer’s failure to achieve any Private Development Milestone by the applicable Private Development Milestone Deadline;
   ii. under any Purchase and Sale Agreement or deed in relation to a Private Development Parcel; and
   iii. under Sections [additional potentially relevant provisions under review for addition in a subsequent Addendum] of this Agreement.
5.2. Single Purpose Covenants

5.2.1. Affirmative Covenants

The Developer hereby undertakes that it shall:

a. be formed and organized solely for the purpose of performing the Work and undertaking the Private Development and other activities permitted pursuant to this Agreement (and any activities reasonably incidental thereto);

b. observe all corporate, limited partnership or limited liability company, as applicable, formalities and do all things necessary to preserve its existence;

c. except as appropriate for Tax reporting purposes, maintain its own separate books and records and its own accounts, in each case that are separate and apart from the books and records of any other Person;

d. pay its own debts and liabilities when they become due out of its own funds;

e. have sufficient officers and personnel to run its business operations and to supervise its Subcontractors;

f. maintain, comply with, and ensure that each Principal Subcontractor and each Private Developer Subcontractor maintains and complies with, all licenses, certifications, and accreditations and related standards, as well as all other required professional abilities, skills, and capacity required to perform the Work;

g. use Reasonable Efforts to cooperate and coordinate with the City, the Campus Partners, and all other Governmental Authorities with jurisdiction in matters relating to the Work, including their review, inspection and oversight of the Project as contemplated herein, in accordance with any Law granting such jurisdiction or as contemplated by any of the Third Party Agreements; and

h. [additional covenants under consideration].

5.2.2. Negative Covenants

The Developer hereby undertakes that it shall not:

a. change its legal form or name of organization without the City’s prior consent, such consent:

   i. in the City’s discretion, may be withheld if such change would adversely affect the City’s rights, obligations, or interests under this Agreement or with respect to the Project; and

   ii. otherwise, not to be unreasonably withheld;

b. carry out any business or other activities other than business and activities solely related to the performance of its obligations pursuant to this Agreement in relation to the Project including the Private Development;

c. permit any other Person to carry out any business activities on the or in relation to the Project, except as expressly permitted by this Agreement;

d. commingle its funds or assets with those of any other Person;

e. guarantee or otherwise obligate itself with respect to the debts of any other Person, or hold out its credit as being available to satisfy the debts or obligations of any other Person;

f. commit or otherwise facilitate, and not permit any other Developer-Related Entity to commit or otherwise facilitate, the commission of any Prohibited Acts;
g. take any action (or refrain from taking any action) not contemplated in this Agreement in a manner that is calculated or intended to directly or indirectly prejudice or frustrate the City’s rights hereunder; or

h. [additional covenants under consideration].

5.3. Assumption of Risk and Responsibility

Except to the extent otherwise expressly provided for in this Agreement, all risks, costs, and expenses in relation to the performance by the Developer of the Work and the Private Development are allocated to, and accepted by, the Developer as its entire and exclusive responsibility.

5.4. Period for, and Initiation, Conduct, and Completion of, the Work and Private Development

5.4.1. Project Periods

a. The Term shall include two sequential time periods, the D&C Period and the O&M Period.

b. In addition, the Term includes two additional time periods, the Early O&M Period and the Private Development Period, each as defined below, that overlap at least in part with each other and with one or both of the D&C Period and O&M Period, the Early O&M Period and the Private Development Period.

5.4.2. Notices to Proceed

a. As of the Effective Date until issuance of NTP1 in accordance with Section 1 of Schedule 3, and without limiting the Developer’s obligations to comply with the terms of this Agreement, the Developer may only undertake preparatory work reasonably necessary to:
   i. achieve Financial Close in accordance with Schedule 1;
   ii. satisfy the NTP 1 Conditions.
   iii. initiate Private Development upon the occurrence of the Initial Takedown; and
   iv. carry out any other activities which are expressly authorized by this Agreement or approved in advance by the City in its discretion.

b. The Developer shall perform the NTP1 Work on and from (but, subject to the above, not prior to) the date of issuance of NTP1 in accordance with Schedule 3.

c. On and from the date of issuance of NTP1 until issuance of NTP2 in accordance with Schedule 3, the Developer may only undertake:
   i. NTP1 Work; and
   ii. preparatory work reasonably necessary to:
      A. achieve Financial Close in accordance with Schedule 1;
      B. satisfy the NTP2 Conditions;
      C. initiate Private Development upon the occurrence of the Initial Takedown; and
      D. carry out any other activities which are expressly authorized by this Agreement or approved in advance by the City in its discretion.

d. The Developer shall perform the D&C Work on and from (but, subject to the above, not prior to) the date of issuance of NTP2 in accordance with Schedule 3. Thereafter, once NTP3 occurs, the Developer shall perform the Early O&M Work on and from (but, subject to the above, not prior to) the date of issuance of NTP3.
5.4.3. **Occupational Readiness and Completion**

a. Through the conduct of the D&C Work and the Early O&M Work the Developer shall achieve:
   
   i. Occupancy Readiness of each Triangle Public Element by the applicable Project Schedule Milestone Completion Date;
   
   ii. Substantial Completion in accordance Schedule 4 by the Baseline Substantial Completion Date; and
   
   iii. Final Acceptance in accordance with Schedule 4 by the Final Acceptance Deadline Date.

b. In addition:
   
   i. at Substantial Completion the Developer’s obligation to perform Early O&M Work, but not other elements of the O&M Work, shall cease, at which point it shall be obligated to perform all other O&M Work throughout the O&M Period; and
   
   ii. at Substantial Completion the Developer shall hand over the Public Infrastructure within the Triangle to the City (or its designee) and the relevant Utility Owners in accordance with Section 7 of Schedule 15 and any Utility Agreement, at which time such shall automatically become Triangle Retained Elements and Warrantied Project Elements in accordance with the definitions thereof.  

5.4.4. **Private Development**

Separate from the Work, the Developer shall undertake Private Development during the Private Development Period in accordance with Schedule 14.

5.5. **Permits**

5.5.1. **Developer’s Responsibility to Obtain Permits**

a. Developer shall be solely responsible for securing all Permits and all Permits, and for arranging any necessary amendments to any Permits and any Permits, in each case as necessary to perform its obligations hereunder (including with respect to both the Work and any Private Development) at the time and in the manner when they fall due for performance.

b. Except as expressly provided with respect to a Relief Event which is a “Permit Delay” in Item (6) of Section 12.1.c, Developer shall not be entitled to seek compensation, extension of time, and/or relief associated with any delay in securing Permits.

c. Developer shall deliver to the City copies of all records of Permits and Permits for which it is responsible (and copies of any modifications, renewals, extensions, and waivers to or of any thereof) promptly following receipt by Developer of the same.

d. Developer’s obligations under Section 5.5.1.a shall not be limited by any Law placing responsibility for the same upon either or both of the City or another Person.

5.5.2. **Process for Obtaining and Modifying Permits**

a. Prior to submitting an application for [specified Permits to be listed in a subsequent Addendum] (or for any proposed termination, modification, renewal, extension, or waiver of the same) to the extent such Permit relates to the Work and not solely Private Development on the Private Development Area, the Developer shall first submit the same application, together with any supporting environmental or other relevant studies, analyses,

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4 Note to Proposers: Under continued review with respect to any infrastructure that may similarly be handed over to other parties
and data, to the City for Approval. In all other cases, the Developer shall provide the City with copies of any applications related to any other Permits promptly following a City request.

b. Except to the extent otherwise provided with respect to a Supervening Event or Change Order, as between the City and the Developer, the Developer shall perform all necessary actions and shall bear all risk of delay and/or all risk of cost and expense, in either case, associated with Permits (including with respect to both the Work and any Private Development), including:

i. conducting all necessary environmental or other studies and preparing all necessary environmental or other documents in compliance with Law (provided that the City may, in its discretion, elect to conduct any such studies or to prepare any such documents on behalf of the Developer at the City’s cost and expense);

ii. preparing documentation to submit for Permits (including for all scopes of work for which the City has historically obtained Permits), such documentation to include all calculations, worksheets, applications and inspection reports, or any other documentation required, in order to secure the Permits;

iii. participating in pre-intake meetings, Permit intake meetings, and review meetings with relevant Governmental Authorities, and preparing corrections or changes based upon Permit review comments from Governmental Authorities in accordance with all applicable standards and requirements of the applicable Governmental Authority;

iv. obtaining and complying with all necessary new Permits, or all necessary modifications, renewals and extensions of existing Permits, or of pending applications for Permits; and

v. all risk and cost of litigation where such risk of delay and/or risk of cost and expense, that either:

A. relates to a Permit; or

B. results from:

1. the Developer’s use of the Reference Documents;

2. differences between the design, construction, operations and/or maintenance means and methods the Developer chooses for any portion of the Project and the Private and those set out, referred to or contemplated in any Permit, or in the application for any Permit;

3. the incorporation of any ATC (as defined in the ITP) into this Contract;

4. the acquisition of any additional property; and/or

5. any Developer Fault Event; and

with respect to A. through C. either does not otherwise result from the occurrence of any Supervening Event (including where such Supervening Event results in a requirement to obtain any new or amend any existing Permits) or from an agreed Change Order.
5.5.3. **City Assistance in Obtaining and Modifying Permits**

a. Where it is necessary to obtain, modify, renew or extend any Permit for which Developer is otherwise responsible pursuant to Section 5.5.1.a, to the extent to which such Permit relates to the Work and not solely to Private Development on the Private Development Area, the City shall, as provided in this Agreement and at the reasonable request of Developer, use Reasonable Efforts to:
   i. execute such documents as can only be executed by the City;
   ii. make such applications or recordings, either in its own name or jointly with Developer, as can only be made by the City, or in joint names of Developer and the City; and
   iii. attend meetings and cooperate with any relevant Governmental Authority, Utility Owner or Railroad as reasonably requested by Developer (, in each case within a reasonable period of time after being requested to do so by Developer.

b. The Developer shall fully reimburse the City for all reasonable costs and expenses that the City incurs as a result of the City complying with its obligations pursuant to Section 5.5.3.a above.

5.6. **Third Party Agreements**

5.6.1. **General Compliance with Third Party Agreements and performance of related Work**

a. The Developer shall comply with the terms of any Third Party Agreement to the extent such apply to the Developer’s obligations under this Agreement, the Project, the Work, and/or the Private Development, or to the extent such compliance is necessary for the City to comply with its obligations under such Third Party Agreement.

b. Developer shall not itself, and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall not, take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate the performance by any party to a Third Party Agreement of its obligations thereunder.

5.6.2. **Designation of Third Party Agreements**

The City may, in its discretion and at any time, by notice to Developer require Developer to comply with the terms (to the extent specified in such notice) of:

a. an agreement (a copy of which shall be attached to such notice) that is not prior to such notice a Third Party Agreement and to which the City or any other Campus Partner is a party with:
   i. any Governmental Authority, Utility Owner or Railroad;
   ii. any Campus Partner;
   iii. any organization representing the Adjacent Community; or
   iv. any property owner or other Person:
      A. having jurisdiction over any aspect of the Project, Work, or Private Development; or
      B. having any property interest affected by the Project, Work, or Private Development; and

b. any amendment or modification of an existing Third Party Agreement (a copy of which amendment or modification shall be attached to such notice),
and, following delivery of any such notice, such agreement, amendment or modification shall become a Third Party Agreement or amend or modify the existing Third Party Agreement, as the case may be, for purposes of this Agreement.

5.6.3. Restrictions on New Third Party Agreements

Unless expressly Approved by the City in its discretion, the Developer shall not enter into, and shall ensure that no other Developer-Related Entity enters into, any agreement with any Person referred to in Section 5.6.2.a, that in any way purports to, or reasonably could be interpreted to, obligate the City or any Campus Partner.

5.7. Compliance with Project Standards

5.7.1. Monitoring of Project Standards

a. Developer shall, and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall, monitor and familiarize themselves with changes or additions to, or replacements of, the Project Standards (in the case of Subcontractors, to the extent applicable to their portion of the Work).

b. Developer shall notify the City of any change or replacement of any Project Standard promptly after it becomes aware of such change or replacement.

5.7.2. Changes Replacements of Project Standards

a. If Developer becomes aware of a change or addition to, or replacement of, a Project Standard after the Setting Date, the Developer shall give prompt notice to the City of such change, in any event within twenty (20) days of becoming aware of such change.

b. The Developer shall comply with any change or addition to, or replacement of, a Project Standard that occurs after the Setting Date, with respect to changes or additions to D&C Standards as and when directed in writing by the City or, without such direction, with respect to changes or additions to O&M Standards or to any Project Standard as otherwise necessary for the Developer to maintain compliance with Law or any other obligation under this Contract.

c. The Developer shall comply with any change or addition to, or replacement of, a Project Standard in accordance with Section 5.7.2.b without any resulting entitlement to an extension of time, relief and/or compensation, except in the case of any change, addition, or replacement which is initiated to conform the Project Standards with a “Compensable Change in Law” referenced as Item (4) under the column titled “Event” in Section 12.1.b.

5.8. Submittal Review Process

The Developer shall comply with Schedule 11 with respect to preparing and making Submittals.

5.9. Independent Engineer

a. No later than the date on which the Developer is scheduled to commence the D&C Work under the Project Schedule, the Parties shall jointly appoint a consulting engineering company following an open-market procurement process conducted by the Developer and on the terms of the Independent Engineer Agreement, a form of which is attached as Schedule 27, Section 2. The initial Independent Engineer, and any replacement Independent Engineer, shall be a consulting engineering company with no conflict of interest (as defined in the Independent Engineer Agreement) and with the required technical, commercial, and contractual expertise to act as the Independent Engineer for the purposes of this Agreement.

5 Note to Draft: Subject to continuing alignment with the form of Independent Engineer Agreement.
b. The Independent Engineer’s scope of services is set forth in Schedule 27, Section 2, Annex 1.

c. The Parties agree that the Independent Engineer is not and shall not be the agent of either Party or the Developer-Related Entities, and that neither the City nor the Developer is responsible or liable for the actions of the Independent Engineer.

d. The Developer shall bear all costs and expenses relating to obtaining, overseeing, and compensating the Independent Engineer in accordance with the Independent Engineer Agreement, except with respect to disputes arising from the Independent Engineer’s determinations set forth below, in which case, the provisions of Schedule 29, Section 10 shall apply.

e. All instructions and representations with respect to the Independent Engineer’s scope of services as set forth in Annex 1 to the Independent Engineer Agreement which are issued or made by either Party to the Independent Engineer shall be simultaneously copied to the other, and both Parties shall be entitled to attend all inspections undertaken by, or meetings involving the Independent Engineer.

f. Unless otherwise agreed between the Parties, the appointment of the initial Independent Engineer shall automatically terminate upon the Expiry Date. Without prejudice to the foregoing sentence, either Party may terminate the appointment of the initial Independent Engineer or any replacement or successor Independent Engineer in accordance with the terms of the Independent Engineer’s Agreement, provided that:

   i. the Party wishing to terminate the appointment of the Independent Engineer shall serve written notice on the other Parties to the Independent Engineer’s Agreement specifying its grounds for such termination;

   ii. the Parties shall consult on whether such termination is necessary in the circumstances; and

   iii. following such consultation, the Party wishing to terminate the appointment of the Independent Engineer may do so by giving at least 28 days’ written notice to the Independent Engineer and the other parties to the Independent Engineer’s Agreement, specifying the grounds for termination.


gh. An act or omission (including negligence) of the Independent Engineer shall not:

   i. relieve the Developer from, or alter or affect, the Developer’s liabilities, obligations or responsibilities to the City whether under this Agreement or otherwise according to Law; or

   ii. prejudice or limit the City’s rights against the Developer whether under this Agreement or otherwise according to Law.

h. The Parties agree to:

   i. comply with their obligations under the Independent Engineer Agreement;

   ii. provide the Independent Engineer with all reasonably necessary information and documents, and allow the Independent Engineer to:

      A. attend meetings;

      B. access to the Site and any other premises where the Work is being carried out; and

      C. perform any other responsibilities incidental to its scope of services,
all as may be necessary or reasonably required by the Independent Engineer to allow the Independent Engineer to perform its obligations under the Independent Engineer Agreement;

iii. not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice, frustrate, interference with, or inconvenience the Independent Engineer’s performance under the terms of the Independent Engineer Agreement; and

iv. notify one another promptly and in any case within three Working Days of the date on which either Party becomes aware, or ought reasonably to have become aware, of any breach of or misrepresentation under the Independent Engineer Agreement by the Independent Engineer or of any other event set out in Section 21 of the Independent Engineer Agreement (disregarding for the purposes of this Section any cure or grace periods set out in that Section 21 of the Independent Engineer Agreement).

i. Subject to the following, a certification or determination by the Independent Engineer shall not:

   i. constitute an Approval by the City of the Developer’s performance of its obligations under this Agreement;

   ii. be taken as an admission or evidence that the Work, or any other matters certified or determined by the Independent Engineer, comply with this Agreement; or

   iii. prejudice any rights or powers of the City or the Developer under this Agreement or otherwise according to law, including any rights which the City may have in respect of Defects.

j. Notwithstanding the foregoing:

   i. without limiting Section 5.9.i, and subject to Section 5.9.j.ii, in the absence of manifest error, bad faith, a conflict of interest (as defined in the Independent Engineer Agreement), willful misconduct or fraud (which either Party may dispute in accordance with Section 35.2), the Occupancy Readiness Certificate and the Substantial Completion Certificate are each final and binding on the Parties to the extent permitted by Law; and

   ii. for certainty, the Independent Engineer’s determinations with respect to:

       A. the Termination D&C Work Value set forth in Schedule 6; and

       B. the occurrence of any Developer Default pursuant to Section 29.1.1(4),

shall not be final and binding on the Parties, and the Parties shall have the right to seek resolution of any Dispute regarding the same pursuant to Schedule 29, including by an expedited, direct referral to the applicable Dispute Resolution Panel pursuant to Section 6 of Schedule 29 in which case all time period of 15 Working Days or more provided for in such Section shall be deemed reduced by five Working Days.

k. No act or omission of the Independent Engineer, including any certification or determination by the Independent Engineer, whether or not such certification or determination:

   i. is final and binding, subject to Applicable Law; or
ii. contains (as determined or agreed) a manifest error or has been issued in bad faith or subject to a conflict of interest (as defined in the Independent Engineer Agreement), willful misconduct or fraud,

shall:

A. be deemed to be an act or omission by the City or the Developer (including a breach of contract) under or in connection with this Agreement; or

B. entitle the Developer to make any Claim against the City, other than a Claim for resolution of a Dispute as provided for under 5.9.j.ii.

5.10. Safety and Security Measures and Access

5.10.1. Developer Obligations

a. Notwithstanding any other provision of this Agreement, the Developer shall at all times:

i. ensure that the Project, Site, and Private Development Areas, are adequately secured in accordance with Schedule [], and otherwise perform and comply with the provisions of the Technical Requirements concerning Emergencies, safety, and security, including implementing all procedures, plans, protocols, and requirements set forth in Schedule [];

ii. at all times maintain, on a 24-hour basis, sufficient personnel who shall be qualified to respond to emergencies;

iii. have the right to contract with the City or qualified, trained and licensed private contractors for enhanced levels of security and emergency services;

iv. in all matters pertaining to public safety and security, cooperate fully with the City and any Governmental Authority with jurisdiction with regard to the provision of all necessary and required police, security, firefighting and emergency medical/rescue services, including by undertaking any and all security support services required by any of them from time to time;

v. provide the City and other Governmental Authorities with jurisdiction access to all video and audio security feeds monitoring the Site;

vi. comply with then current Good Industry Practice privacy, cybersecurity and data security standards, including with respect to Privacy Records, and Developer shall establish and maintain safeguards against the destruction, loss, or alteration of City data, third party data, or Privacy Records that Developer may gain access to or be in possession of from time to time; and

vii. [under review for a subsequent Addendum].

b. The Developer shall promptly notify the City of any failure to comply with the foregoing.

5.10.2. City and Governmental Authority Security Access and Activities

a. The Developer acknowledges and agrees that:

i. no provision of this Agreement is intended to surrender, waive, or limit any police powers of any Governmental Authority or the City, and all such police powers are expressly reserved; and

ii. the City shall have no liability or obligation to Developer or any Developer-Related Entity, including for any extension of time, additional compensation, or relief from performance of the Developer’s obligations resulting from, arising out of, or relating to, the failure of the City or any Governmental Authority with jurisdiction to provide.
police, fire and emergency services and any other security or emergency services, or its or their negligence or misconduct in providing services.

b. At all times during the Term:

i. any police, fire and emergency services and any other security or emergency personnel retained by or on behalf of the City and the Campus Partners shall have access to the Project and the Site and, with respect to City Services, the Private Development Area;

ii. any other Governmental Authority (with jurisdiction over the NWC Campus and/or Adjacent Community shall have access to the Project, the Site, and the Private Development Area, for emergency management and homeland security purposes, including the prevention of, practice drills for, or response to, a public safety emergency as required by Law or any applicable Permit or agreement binding on any of the Developer, the City, or any Campus Partner; and

iii. the Developer acknowledges that the City and other Governmental Authorities with traffic management authority under Law shall, as a result of such authority, have the right to conduct traffic management activities on public rights of way that are open for use by the traveling public and that are on, over or adjacent to the NWC Campus, including Public Infrastructure, including in connection with the conduct by Campus Partners on other parts of the NWC Campus and connection with any Adjacent Projects, provided that the City shall use reasonable efforts to provide prior notice of such activities by itself and other Governmental Authorities that could reasonably be expected to impact the operation of the Project.

5.11. Drugs and Tobacco

5.11.1. Use, Possession or Sale of Alcohol or Drugs

The Developer shall cooperate and comply with, and shall cause its Subcontractors and their respective officers, agents and employees to cooperate and comply with, the provisions of the Federal Drug-Free Workplace Act of 1988 and Denver Executive Order No. 94, or any successor thereto, concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementing this alcohol and drug policy can result in the City barring Developer or any Developer-Related Entity from City facilities or participating in City operations and may result in a Developer Default.

5.11.2. City’s Smoking Policy

a. The Developer shall prohibit smoking by its employees, the Subcontractors’ and Private Development Subcontractors’ employees and the public within the Site. The Developer further agrees to not sell or advertise tobacco products (except as expressly permitted under [under review]).

b. The Developer and its officers, agents, and employees shall cooperate and comply with the provisions of City’s Executive Order No. 99 dated December 1, 1993, Executive Order No. 13 dated July 31, 2002, the provisions of D.R.M.C., §§ 24-301 to 317 et seq., and the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14–201 et seq.

6. ADDITIONAL D&C PERIOD OBLIGATIONS

6.1. Obligation to Undertake D&C Work

a. The Developer shall perform the D&C Work as and when permitted and required by, and in accordance with the constraints, requirements, and deadlines specified in, Section 5.4 pursuant to and in compliance with the terms, conditions and requirements of this Agreement.
b. As part of the D&C Work, the Developer shall: [to incorporate a high level summary of key D&C Work elements, including reference to relevant Schedules, in a subsequent Addendum].

c. Furthermore, as part of the D&C Work, the Developer shall procure, install, and commission the FF&E in accordance with Schedule 16A, and in accordance with the following:
   i. Developer shall provide the City with one (1) year’s prior written notice of the date on which Developer expects to achieve Occupancy Readiness with respect to each Triangle Public Facility.
   ii. Within 60 Calendar Days following receipt of any such notice with respect to a Facility, the City shall issue a Change Order for any Deferred FF&E to be procured, installed and commissioned by Developer in each Facility, provided that payment for Deferred FF&E shall be made by way of lump sum payment or progress payments.
   iii. Developer shall procure, install and commission the Deferred FF&E specified in the applicable Change Order for each Facility in accordance with Schedule 16A.

6.2. Schedule Matters

6.2.1. Project Schedule
   a. The Project Schedule Milestone Completion Dates, Baseline Substantial Completion Date, and Final Acceptance Deadline Date shall only be extended pursuant to this Agreement as Agreed or Determined either pursuant to a Change or following the occurrence of a Relief Event or a Compensation Event in accordance with Section 12.1.
   b. The Private Development Milestone Deadlines shall only be extended pursuant to Sections 7.2.c, 7.3.c, and 7.4 of Schedule 14 or as Agreed or Determined either pursuant to a Change or, only with respect to the first scheduled Private Development Milestone Deadline after the occurrence of the Initial Takedown and Financial Close, due to a delay in the Project License Start Date for the Coliseum or the Coliseum Parking Lots which constitutes the occurrence of a Compensation Event under clause (2)(b) of the definition thereof.

6.2.2. Float
   a. Float shall be considered as a jointly owned, expiring resource available to the Project for the benefit of all Parties, available to each of them as needed to absorb delays caused by Supervening Events or other events to achieve interim completion dates and deadlines set out in the Project Schedule and, ultimately, to achieve Substantial Completion by the Baseline Substantial Completion Date and Final Acceptance by the Final Acceptance Deadline Date.
   b. Notwithstanding Section 6.2.2.a, Float shall not be available to the City to absorb delays caused by the occurrence of a Compensation Event as described in 12.1.b.

6.3. Payment and Performance Security

6.3.1. Obligation to Obtain and Maintain Contractor Bonds
   a. The Developer shall deliver to the City the Contractor Bonds with respect to the D&C Work in each case as and when required pursuant to Schedule 1 as a condition precedent Financial Close.
   b. Thereafter, the Developer shall ensure that each such Contractor Bond shall remain in full force and effect, provided that promptly following the earlier of the Termination Date and
the Final Acceptance Date, the City shall release or return to Developer each Contractor Bond delivered pursuant to Section 6.3.1.a.

c. Notwithstanding Section 6.3.1.a, the Developer acknowledges and agrees that, to the extent required by Law in connection with Work to be performed during the Term, or as otherwise required in connection with a Change Order or Change Directive, as Developer shall obtain and maintain additional payment and/or performance security in such amounts, for such periods of time and in such form (if any) as required by Law or in connection with a Change in either case as such requirement shall be determined by the City acting reasonably. For purposes of this Agreement, references to a Contractor Bond shall be deemed to include any such additional security and any such additional security shall, subject to compliance with Law or the terms of any Change Order or Change Directive, be provided by and maintained with an Eligible Surety or otherwise pursuant to Section 6.3.3. The City shall release or return to Developer any such additional security obtained and maintained pursuant to this Section 6.3.1.c at the end of the relevant period during which Developer is obligated to obtain and maintain the same additional security.

d. The Developer shall be entitled to replace any Contractor Bond delivered pursuant to Section 6.3.1.a or otherwise obtained and maintained pursuant to Section 6.3.1.c. Promptly following such replacement, and subject to Developer’s continued compliance with Section 6.3.1.a or Section 6.3.1.c, as applicable, the City shall release or return to Developer such replaced Contractor Bond.

6.3.2. Methods of Providing Contractor Bonds

The Developer may, in its discretion, satisfy its obligations to provide Contractor Bonds under Sections 6.3.1.a and 6.3.1.c by:

a. procuring Contractor Bonds from an Eligible Surety which provide security for:
   i. as Developer’s performance obligations to the City under this Agreement; and
   ii. as Developer’s payment obligations to Subcontractors and laborers,
   in which case the City shall be the primary obligee, and the Lenders or their Collateral Agent may be additional obligees; or

b. procuring such Contractor Bonds from its Principal Subcontractors so that such bonds as provided by an Eligible Surety are security for:
   i. such Principal Subcontractor’s performance obligations to Developer under its Subcontract; and
   ii. such Principal Subcontractor’s payment obligations to lower tier Subcontractors and to laborers,
   in which case as Developer shall be the primary obligee, the City shall be an additional obligee, and the Lenders or their Collateral Agent may be additional obligees.

6.3.3. Alternative Forms of Security

Developer may satisfy its obligations under Section 6.3.1.a in a manner that provides security at least equivalent (including with respect to the amount thereof) to the security required to be provided by delivering to the City for its Approval alternative form(s) of payment and/or performance surety bond(s) that are not substantially in the form set out in Schedule 24 provided that in each case Developer shall deliver any such proposed alternative form(s) of security to the City for its Approval in its discretion at least 30 Calendar Days prior to the date on which the Developer is required, or otherwise proposes, to have such security in full force and effect for purposes of compliance with its obligations under this Agreement.
6.3.4. No Release

Any demand made by an obligee under any Contractor Bond shall not serve to waive or release the Developer from any of the Developer’s obligations under this Agreement.

6.4. Warranty

6.4.1. Warranty of Warrantied Project Elements

The Developer warrants that each Warrantied Project Element:

a. shall be fit for use for the purposes, objectives, functions, uses, and requirements set out or referenced in, or reasonably inferred from, this Agreement;

b. shall be designed, constructed, and completed in a manner that:
   i. meets or exceeds all applicable requirements of this Agreement; and
   ii. complies with Good Industry Practice, including with respect to design, architectural, and engineering services Work;

c. with respect to construction elements of such Warrantied Project Elements (excluding any design, architectural, or engineering services performed as part of the Work) be of good quality, and free from unpermitted deviations and from any faults or Defects affecting the condition, use, functionality, or operation of such Warrantied Project Element, including from any applicable Defects in materials or workmanship (but not design);

d. shall be free from any other fault or Defect, including of design, that would be recognized to exist as a matter of Law;

e. except as otherwise expressly permitted under this Agreement, shall incorporate only materials that are new and of good quality at the time of installation; and

f. to the extent applicable, shall incorporate FF&E of modern design and in good working condition.

6.4.2. Additional Warranty Obligations

In addition to the foregoing warranties under Section 6.4.1, with respect to the Work:

a. the Developer is deemed to have given such additional warranties as are required to be given by it, or by the City for Work being performed on its behalf by the Developer, under the terms of any Third Party Agreement or the Technical Requirements, including with respect to [under continued review in the vent any additional requirements are added to Schedule 15] under Schedule 15, and furthermore the Developer agrees that any beneficiaries of such warranties shall be third-party beneficiaries under this Agreement for purposes of such warranties with a right of enforcement; and

b. the Developer shall in accordance with Good Industry Practice procure for itself customary Subcontractor, supplier, manufacturer, and other third-party warranties with respect to the Work, including with respect to FF&E, which warranties shall, to the extent commercially available, be fully transferrable and assignable to the City, any Campus Partner, or such other Persons as the City may reasonably request, upon the end of the earliest of the end of the Term, the end of the warranty period with respect to a Warrantied Project Element under Section 6.4.1, or at such time as the City, such Campus Partner, or such other Person, takes control of the Warrantied Project Element.

6.4.3. Warranty Beneficiaries

a. The Developer’s warranties referenced under Sections 6.4.1 and 6.4.2 are for the express benefit of the City and such other Persons as are provided for therein, which other Persons
the Developer acknowledges and agrees are third-party beneficiaries with a right of enforcement.

b. Notwithstanding such third-party beneficiary rights, the City may elect, in its discretion, to enforce such warranties on behalf of such other Persons and to recover any Losses suffered such other Person on its behalf, provided that the third-party beneficiary is not simultaneously enforcing the same such warranties with respect to the same elements of the Work.

6.4.4. Warranty Period

a. The warranty period for each Warranted Project Element under Section 6.4.1 shall commence on the Substantial Completion Date and end on the latest of:
   i. the third anniversary of the Substantial Completion Date;
   ii. with respect to any investigation, repair, replacement, correction and/or remedy work performed and completed by the Developer pursuant to Section 6.4.5.a, the second anniversary of the completion of such work;
   iii. with respect to any warranties deemed to exist pursuant to Section 6.4.2.a; and
   iv. with respect to warranties that exist as a matter of Law, any such later date as is provided for under such Law.

b. The warranty period for each other Warranted Project Element under Section 6.4.2 shall be such period, if longer than that provided for above, provided for under the terms of any Third Party Agreement or the Technical Requirements, including under Schedule 15 [with respect to the [ ] warranty], customary practice for supplier, manufacturer, and other third-party warranties, and/or applicable Law.

c. The warranty period determined in accordance with Sections 6.4.4.a and 6.4.4.b only applies to the Developer’s obligation to perform and complete warranty work pursuant to Sections 6.4.1 and 6.4.2 and does not and shall not constitute a period of limitations for any other rights or remedies that the City, or any applicable third-party, may have regarding the Developer’s other obligations under this Agreement or pursuant to Law including rights under Law with respect to patent or latent defects.

6.4.5. Developer Obligation to Remedy Warranted Project Elements

a. Developer shall (at its own risk, cost, and expense, including the risk, cost, and expense of associated design work) promptly investigate, repair, replace, or otherwise correct and fully remedy any Defect in the Warranted Project Elements or any other breach of the warranties under Sections 6.4.1 and 6.4.2 notified to it prior to the expiry of the applicable warranty period provided for in Section 6.4.4.

b. The completion of any required investigation, repair, replacement, or other correction and remedy of any Defect or breach of the warranties shall be subject to approval by the City in its discretion on the basis that the relevant Work as completed is in full compliance with the applicable requirements of this Agreement.

c. The City shall be entitled to take action to investigate, repair, replace, or otherwise correct and fully remedy any Defect in the Warranted Project Elements or any other breach of the warranties under Sections 6.4.1 and 6.4.2 if the Developer fails to comply with its obligations pursuant to this Section 6.4.5.

d. The Developer acknowledges and agrees that the City and each other warranty beneficiary may perform work on any Warranted Project Element during the warranty period provided
for in Section 6.4.4, to the extent they or it otherwise have or has rights to do so, without voiding any warranty, provided that the Developer:

i. shall not be liable for any Defect or any other breach of the warranties under Sections 6.4.1 and 6.4.2 caused, or to the extent exacerbated by, such work; and

ii. does not hereby waive any defenses, rights, claims, or remedies to which it may otherwise be entitled as a result of the performance of such work.

6.4.6. No Limitation

The rights and remedies of the City or any other warranty beneficiary arising with respect to any breach of the warranties referenced under Sections 6.4.1 and 6.4.2 shall not limit the Developer’s liability or responsibility, or the City’s rights and remedies, under this Agreement or Law with respect to the Work, including with respect to any Defect or any Developer Fault Event.

7. ADDITIONAL O&M PERIOD OBLIGATIONS

7.1. Obligation to Undertake O&M Work

a. The Developer shall perform the O&M Work as and when permitted and required by, and in accordance with the constraints, requirements, and deadlines specified in, Section 5.4 pursuant to and in compliance with the terms, conditions and requirements of this Agreement.

b. As part of the O&M Work, the Developer shall: [to incorporate a high level summary of key O&M Work elements, including reference to relevant Schedules, in a subsequent Addendum].

7.2. Programming

The Developer shall comply with Schedule 18 with regard to the programming, scheduling, and conduct of Events on the Site and the collection of revenues therefrom, which Events shall be comprised of Developer Events and Non-Developer Events.

7.3. Utilities and Energy

a. The Developer shall perform Utility Work and related activities as provided for in Schedule 15, Section 7.

b. The Developer shall utilize the Campus Energy System for the Triangle Public Elements in accordance with [to be provided in a subsequent Addendum].

8. ECONOMIC PROVISIONS

8.1. Developer Entitlement

8.1.1. General Entitlement

For purposes of this Agreement and subject to its terms, the Developer shall be entitled to:

a. receive payment from the City of the Availability Payments, which payments are fees for services, in accordance with Schedule 5;

b. establish, collect, and retain the “Developer-Retained Revenues” in connection with performance of the O&M Work and the Project solely as identified in and subject to Section 8.1.1 and to Section 2 of Part B of Schedule 18; and

c. establish, collect, and retain any and all Private Development Revenues subject only to compliance with and any express restrictions that apply as a result of Section 5.1.2.
8.1.2. Special Provisions for 1909 Building Allowance

a. The City has established a $[5,000,000] allowance for the construction fit-out, FF&E, and installation of improvements in the 1909 Building, including in particular stalls and other vertical elements on the market floor (the "1909 Building Allowance"), which allowance shall be subject to this Section 8.1.2. The City shall direct such fit-out, FF&E, and improvements for and on behalf of the 1909 Building Operator. Such work shall constitute a part of the D&C Work and be undertaken by the Developer in accordance with Section 3 of Schedule 15.

b. The City shall reimburse the Developer for the costs of undertaking such work on a Change in Costs basis but without any other Claim, including for any Supervening Event, provided that the Developer shall not be required to undertake any such work to the extent the aggregate cost of such work would exceed the City’s $[5,000,000] allowance (as such amount may be increased by the City in its discretion by notice to the Developer).

8.2. Restrictions and Prohibitions

a. Except for the right to Developer-Retained Revenues granted to the Developer hereunder, the City reserves for itself and, on their behalf the Campus Partners and the 1909 Facility Operator, the right to perform and benefit from all other revenue producing activities derived from the Project from NWC Campus Activities and the sole right to retain the revenue related thereto.

b. Furthermore, the Developer shall have no right to any fees, charges or revenues not specified as permitted forms of Developer-Retained Revenues derived from the Work and the Project License, including having no such right to any of the following:

   i. any form of naming right, sponsorship or advertisement (other than [allowances to be added in a subsequent Addendum] and non-revenue generating signage for wayfinding and public information to the extent permitted or required under the terms of this Agreement);

   ii. any form of fee or the equivalent imposed as a means or consequence of enforcement of compliance with, or penalizing or disincentivizing non-compliance with, any Law, policy, or business practice, except to the extent expressly permitted [pursuant to Section 5 of Schedule 18];

   iii. otherwise permitted Developer-Retained Revenues derived from any Developer Fault Event;

   iv. monetization of Privacy Records;

   v. revenues from transit or transportation facilities or services;

   vi. fees for the installation or use of utilities or similar services;

   vii. TIF or Metro District levy;

   viii. Seat Tax;

   ix. Community Investment Fund Round-Up Revenues;

   x. revenues generated from Adjacent Facilities or NWC Campus Activities;

   xi. any fee or charge for entry to or exit from the NWC Campus or the Site imposed on Users;

   xii. production, distribution or sale of any merchandise or goods or services that utilize or monetize the brand, trademarks, logos, or marks of the City, the Authority, any Campus Partner, or the 1909 Facility Operator without its express consent or, with
respect to the Authority and the “National Western Center” Brand, in breach of Section 8.3.2:

xiii. any source of revenue that is prohibited under Section 8.3.4; and

xiv. [ ],

(together, the “Excluded Revenues”), and any fees, charges or revenues actually collected by the Developer in contravention of the foregoing shall be the property of the City and promptly paid by the Developer to the City following receipt thereof.

8.3. Additional Revenue Related Provisions

8.3.1. Obligation to Support Other NWC Campus Revenue Generating Activates

a. The Developer shall cooperate and coordinate with the City, the Campus Partners, and the 1909 Facility Operator, including as provided in Part A of Schedule 18, and in Section 3 of Part B of Schedule 18 with respect to City-Retained Revenues, to facilitate, collect, enforce, and/or remit Project Revenues and any Excluded Revenues to which the Developer is not entitled to the City, the relevant Campus Partner, and/or the 1909 Facility Operator as applicable.

b. Furthermore, the Developer shall not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice, frustrate, interfere with, or inconvenience the generation, collection, remission, and enforcement of any such Project Revenues or any Excluded Revenues due or owing to the City, a Campus Partner, or the 1909 Facility Operator.

8.3.2. Advertising and Sponsorship Policy

[To be detailed in a subsequent Addendum.]

8.3.3. Enforcement

[To be detailed in a subsequent Addendum, including limited allowance for delegated authority to enforce certain fees and charges, e.g. for parking, as permitted by City ordinance.]

8.3.4. Regulated Business Activities

a. The Developer is prohibited from [tailored provision regarding dispensaries and any other regulated or prohibited activities, subject to change in law].

b. The Developer may apply for an Alcohol Consumption Area on the Site pursuant to Article I of Chapter 6 of the D.R.M.C. and the rules and regulations promulgated in accordance therewith.

8.4. Interest on Delayed and Over-Payments; Set-Off

8.4.1. Late Payment Interest and Interest on Over-Payments

a. In the event that either of the Parties fails to pay any amount under this Agreement on the due date therefor, the owing Party shall pay (as applicable, once any dispute regarding the obligation to pay the amount on which such interest accrues has been Agreed or Determined) to the other Party interest on such amount at the rate of [1]% per month (not compounded) or the maximum rate permitted by Law, whichever is less, from the due date thereof until the date of payment.

b. In the event that either of the Parties makes an over-payment of any amount, the Parties have agreed that interest in the amount earned in respect of any over-payment by the recipient of such over-payment, shall be credited to the Party that made the over-payment.
from and excluding the date of over-payment to and including the date on which the Party that made the over-payment receives credit therefor.

8.4.2. Set-off

The City may set off any amounts owed by the Developer to the City under this Agreement against any amounts due and payable by the City to the Developer.

8.4.3. City Appropriation and Encumbrances

a. Notwithstanding any other term, provision, or condition herein, the City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

b. As of the Effective Date, no dollars have been appropriated and encumbered for this Agreement.

c. Each year, as required by C.R.S. §24-91-103.6(7)(a), the City shall notify the Developer of subsequent annual appropriations. The issuance of any form of order or directive by the City which would cause the aggregate amount payable by the City to the Developer to exceed the amount appropriated and encumbered for design and construction work that is to be performed in accordance with this Agreement is expressly prohibited. In no event shall the issuance of any Change Order, Change Directive, or other form of order or directive by the City be considered valid or binding if, and to the extent, it requires additional design and construction work to be performed, which shall cause the aggregate amount payable for design and construction work to exceed the amount appropriated and encumbered.

9. PROJECT INTERFACES AND COORDINATION; ADJACENT FACILITIES, PROJECTS, AND COMMUNITIES

9.1. Project Interfaces and Coordination

[To include reference to obligations to be set out in various Schedules upon release of such Schedules, together with updates to the initially provided Schedules, in a subsequent Addendum.]

9.2. Developer’s Obligations with respect to Adjacent Facilities, Projects, and Communities

9.2.1. Adverse Impacts

a. The Developer shall not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice, frustrate, interference with, or inconvenience the design, construction, programming, operation, and/or maintenance of any Adjacent Facilities or Adjacent Projects or the conduct of any NWC Campus Activities.

b. The Developer shall use Reasonable Efforts to eliminate or mitigate:

i. any adverse impact on the Work or the Project as a result of the design, construction, programming, operation and/or maintenance of any Adjacent Facilities or Adjacent Projects or the conduct of any NWC Campus Activities; and

ii. any adverse impact of the Work or the Project on any Adjacent Facilities or Adjacent Projects, the Adjacent Communities, or the conduct of any NWC Campus Activities.
9.3. Compatibility and Integration

Without limiting the Developer's other obligations under this Agreement:

a. the Developer shall, as part of the D&C Work, any Renewal Work, and any Private Development, locate, configure, design and construct the interfaces, interchanges, ramps, intersections, crossings, entrances, exits, and other transitional spaces and infrastructure of the Project so that the Project shall be compatible and integrated with the location, configuration, design, operation, and maintenance of, and provide a smooth, safe and orderly transition of pedestrian, vehicular, and other traffic to and from:

i. the Adjacent Communities; and

ii. each Adjacent Facility that either exists on the Setting Date or is [Reference Document re. adjacent projects], including all NWC Campus Activities taking place on or about such facilities,

in each case in accordance with Good Industry Practice, the [City zoning and master plan(s)], and to the extent possible in light of the configuration, design and use of such facilities was disclosed to or known by the Preferred Proposer or a Developer-Related Entity, or could have reasonably been known, identified, discovered, observed or anticipated by the Preferred Proposer or any Developer-Related Entity undertaking due diligence pursuant to Good Industry Practice, in either case prior to the Setting Date; and

b. as part of the O&M Work, and without prejudice to the Developer’s right with respect to the occurrence of any Compensation Event described in Section 12.1.b, provide for, facilitate and accommodate such compatibility, integration and transition with, to and from the Adjacent Communities and Adjacent Facilities (taking into account the NWC Campus Activities) in accordance with Good Industry Practice [and the [City zoning and master plan(s)]].

9.4. Developer Obligation to Cooperate and Coordinate

Without limiting the Developer’s other obligations under this Agreement:

a. the Developer acknowledges and agrees that the Work shall be performed:

i. in the context of the NWC Campus, NWC Campus Activities, the Adjacent Projects, and the Adjacent Communities; and

ii. on Work sites that comprise part of and are otherwise adjacent to work sites within, the NWC Campus,

and that as such:

iii. other contractors and other persons (including personnel of the City and the Campus Partners) shall pursuant to [the Third Party Agreements and [ ]] have access to the Site from time to time;

iv. the City reserves the right to afford such other contractors and other persons (including personnel of the City and the Campus Partners) access to the Site at such time and under such conditions as does not unreasonably interfere with or derogate the rights under this Agreement of the Developer, without relieving the Developer from its liability for or obligation to perform the Work; and

b. in conducting the Work the Developer shall cooperate and coordinate with City, the Campus Partners, the 1909 Building Operator, the Campus Energy Provider, RTD, CDOT, BNSF, DRIR, any contractor or other person employed by the same, and any relevant third party as reasonably requested by the City, with regard to the design, construction, programming, operation and/or maintenance of Adjacent Facilities and Adjacent Project,
and the conduct of NWC Campus Activities, including by sequencing the D&C Work (including in proper sequence in relation to that of other contractors undertaking Adjacent Projects) and managing its Subcontractors, workforce, materials, equipment, means, and methods, so as to so as to mitigate interference with the activities of the City, the Campus Partners, the 1909 Building Operator, the Campus Energy Provider, RTD, CDOT, BNSF, DRIR, any contractor or other person employed by the same, and any relevant third party as reasonably requested by the City, engaged on Adjacent Projects, in Adjacent Facilities, on the NWC Campus Activities, or in the Adjacent Community.

9.5. Procurement and Delivery of Adjacent Projects

In response to the City’s written request:

a. the Developer shall inform the City within 10 Working Days of receipt of such request of all material facts or circumstances of which it is aware that might reasonably be expected to affect the procurement, design, construction, programming, operation or maintenance of any Adjacent Project;

b. the Developer shall use Reasonable Efforts to assist the City in the procurement and delivery of any Adjacent Project, including providing reasonable access to the City and its respective designees to:
   i. each part of the Site for the purpose of surveying, inspecting or investigating the relevant parts thereof in connection with such Adjacent Project; and
   ii. Project Records otherwise already accessible to the City under the terms of this Agreement.

10. HANDBACK

Developer shall hand back the Project on the Expiry Date in accordance with its obligations under Schedule 19.

PART C: CHANGES AND SUPERVENING EVENTS

11. CHANGES

11.1. Right to Initiate Changes

Subject to the limitations set out in Schedule 28, each of the City and Developer may propose a Change by submitting a Change Request.

11.2. Change Directive

Pursuant to Schedule 28, the City may deliver a Change Directive to Developer at any time after the City’s submission of a related Change Request to Developer.

12. SUPERVENING EVENTS

12.1. Potential Supervening Events

a. For purposes of this Agreement “Supervening Events” are comprised of Compensation Events and Relief Events, each as more fully defined below.

b. For purposes of this Agreement a “Compensation Event” means any of the following conditions or circumstances unless and to the extent such conditions or circumstances result from, or have not been mitigated due to, a Developer Fault Event, in which case the underlying conditions or circumstances shall not qualify as a Compensation Event:
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<th>Event</th>
<th>Definition / Description</th>
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| (1) Changes and Directives | Subject to Section 5.7.1.b with respect to changes or additions to, or replacements of, a Project Standard, each of:  
| | (a) delivery of a Change Directive by the City; and  
| | (b) a City Change documented in a Change Order. |
| (2) City Events. | Any:  
| | (a) any breach of this Agreement or of Law by City that is not otherwise a Supervening Event;  
| | (b) unexcused failure by the City (other than as a result of a “Compensable Change in Law” as described below) to provide any of the following services on the Campus in the manner and at the level and frequency that is in accordance with standard operating procedures for the City at the relevant time;  
| | (i) police;  
| | (ii) firefighting;  
| | (iii) emergency and medical/rescue response;  
| | (iv) public street maintenance comprised of street sweeping, snow removal, and pot hole / street repair;  
| | (v) street cleaning; and/or  
| | (vi) snow clearance,  
| | in each case excluding:  
| | (i) any such services the performance of which on or about the Campus has been delegated to the Developer pursuant to this Agreement or to any other Person under any Third Party Agreement; and  
| | (ii) the exercise of any discretionary law enforcement, subpoena or investigatory powers as permitted under this Agreement or applicable Law;  
| | (c) any failure by the City to timely and continuously provide the Developer with Possession of any City-Provided Site Area as and when required pursuant to Schedule 13, in each case subject only to the rights of other persons, restrictions, or qualifications that were identified, disclosed or expressly anticipated prior to the Setting Date as determined by reference to:  
| | (i) this Agreement and each Third Party Agreement;  
<p>| | (ii) Law; |</p>
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<td>(iii) any title commitment in relation to this Project in the possession of or made available to the Preferred Proposer and/or the Developer-Related Entities;</td>
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<td>(iv) the Reference Documents; and</td>
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<td>(v) any record affecting any such element or property that is maintained by: (A) the Colorado Department of Public Health and Environment, the Colorado Department of Labor and Employment, Division of Oil and Public Safety, or the EPA; or (B) the City Assessor's office, City Treasurer's office, or office of the City Clerk and Recorder, to the extent that such records were referenced in any title commitment referenced above;</td>
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<td>(d) any incident of physical damage to any element of the Project or delay of or disruption to the Work caused by the City in performing Work on or adjacent to the Site other than as provided for or anticipated under the terms of this Agreement (and excluding, for certainty, types of work Developer should expect to be identified in a subsequent Addendum) that is not otherwise a Supervening Event;</td>
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<td>(e) Release of Hazardous Substances by the City;</td>
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<td>(f) any uncovering of the Work to the extent such would qualify as a Compensation Event pursuant to Section 12.1.b</td>
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<td>(g) the issuance of any Safety Compliance Order, excluding any such order or part thereof that orders or directs Safety Compliance that Developer is otherwise obligated to implement pursuant to this Agreement or which is in relation to a Developer Fault Event;</td>
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<td>(h) any Required Action by the City that is not taken in response to or because of Developer's breach of its obligations under this Agreement or any Developer Default;</td>
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<td>(i) any suspension of the Work by the City to the extent such would qualify as a Compensation Event pursuant to Section 12.1.b; and</td>
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<td>(j) [additional events under consideration for a subsequent Addendum].</td>
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<th>(3) Phases 1 &amp; 2 Incorporated Element Events</th>
<th>Any:</th>
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<td>(a) reduction in scope or failure to comply with the express terms of any contract for design and construction of any Facility in the form disclosed in the</td>
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<td>Reference Documents that is a Phases 1 &amp; 2 Incorporated Element which manifests itself as of the License Start Date; and/or</td>
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<td>(b) construction Defect in any Facility that is a Phases 1 &amp; 2 Incorporated Element as of the License Start Date to the extent:</td>
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<td>(i) such Defect would constitute the basis for a Claim by the City or another Person that contracted for design and construction of such element against the relevant contractor pursuant to Colo. Rev. Stat. §§ 13-20-801 et seq. in relation to such contractor’s construction; and</td>
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<td>(ii) at the time of the Developer’s Supervening Event Notice with respect to such Defect at least 90 Calendar Days remain prior to the expiry of the relevant statute of limitations under Colo. Rev. Stat. §§ 13-80-101 et seq.</td>
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<td>(4) Compensable Change in Law</td>
<td>Any Change in Law not made in response to any Developer Fault Event:</td>
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<td>(a) the terms of which only apply to:</td>
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<td>(i) the Project, or the Project (but not exclusively to the Private Development) and Similar Projects; and/or</td>
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<td>(ii) Developer or any Principal Subcontractor and not to other Persons (unless such Persons are public-private partnership project developers, design-build contractors, or with respect to Private Development elements of the Project, real estate developers, engaged in Similar Projects (and in roles similar to Developer or such Principal Subcontractor on such projects)); or</td>
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<td>(b) that requires a material change in the quantity of physical elements of the D&amp;C Work or O&amp;M Work, or that requires the addition of new physical elements to be incorporated into the scope of the D&amp;C Work (excluding, for certainty, the Private Development) or O&amp;M Work, in either case which (i) changed quantity or additional new element was not contemplated in the Technical Requirements or otherwise in this Agreement, and (ii) are elements that are to be turned over by the Developer to the City upon completion of the Work (or the relevant part thereof); or</td>
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<td>in each case excluding any Change in Law to the extent such is made in response to any Developer Fault Event.</td>
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<td>(5) Unexpected Geological Conditions</td>
<td>Any subsurface or latent geological conditions encountered at the exact bore hole locations identified in the boring logs set out in [specified Reference Document(s)] in carrying out the D&amp;C Work (but not, for certainty, Private Development), in each case that: (a) differ materially from those conditions indicated in such boring logs for such bore hole locations; and (b) was not otherwise disclosed to or known by the Preferred Proposer or a Developer-Related Entity, or could not have reasonably been known, identified, discovered, observed or anticipated by the Preferred Proposer or any Developer-Related Entity undertaking due diligence pursuant to Good Industry Practice, in each case prior to the Setting Date.</td>
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<td>(6) Unforeseen Historical or Natural Conditions</td>
<td>The encountering or discovery in carrying out the D&amp;C Work (but not, for certainty, Private Development) of any: (a) antiquities (including structures), fossils, coins, articles of value, cultural artifacts, human burial sites and remains, and other similar remains of archaeological, historical, cultural or paleontological interest on or under any part of the Site; or (b) any animal or plant species listed as threatened or endangered under and subject to an applicable threatened or endangered species Law found at the Site, in each case that was not otherwise disclosed to or known by the Preferred Proposer or a Developer-Related Entity, or could not have reasonably been known, identified, discovered, observed or anticipated by the Preferred Proposer or any Developer-Related Entity undertaking due diligence pursuant to Good Industry Practice, in each case prior to the Setting Date.</td>
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<td>(7) Unexpected Utility Impairment</td>
<td>Subject to the additional conditions set out immediately below, the encountering or discovery in carrying out the D&amp;C Work (but not, for certainty, Private Development) at the Site of any (i) underground water line greater than 6 inches in diameter, (ii) underground sanitary sewer line greater than 8 inches in diameter, (iii) underground gas, oil or fuel line that is not a service line, (iv) underground electrical line equal to or greater than 480 volts in capacity, or (v) underground communication conduit, including copper or fiber lines, which connect two or more central communications offices, where for purposes of the foregoing (i) through (v) (x) all diameter measurements shall be nominal diameters, without appurtenances and (y) a “service line” means any Utility line, the function of which is to directly connect the improvements on an individual property to another Utility line located off such property, which other Utility</td>
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|       | line connects more than one such individual line to a larger system or any Utility on public or private property that services structures located on such property. Furthermore, to qualify as an “Unexpected Utility Impairment”, the relevant line: (a) must not have been moved or installed at a time when Developer had responsibility for such portion of the Site; and (b) must not have been otherwise disclosed to or known by the Preferred Proposers or a Developer-Related Entity, or could not have reasonably been known, identified, discovered, observed or anticipated by the Preferred Proposers or any Developer-Related Entity undertaking due diligence pursuant to Good Industry Practice, in each case prior to the Setting Date, which for such purposes the following shall be deemed to have been identified, anticipated or known where such Utility line: (i) is located at or less than 6 in. distance from the horizontal centerline to the horizontal centerline for SUE Level A; 24 in. distance from the horizontal centerline to the horizontal centerline for SUE Levels B and C, or 60 in. distance from the horizontal centerline to the horizontal centerline for SUE Level D, for each by reference to the location indicated therefore in the Reference Documents; and/or (ii) is located at or less than 18 in. distance from the vertical centerline to the vertical centerline from a depth of 60 in. for water, 18 in. distance from the vertical centerline to the vertical centerline from a depth determined from a line between the adjacent MHs for sewer, 24 in. distance from the vertical centerline to the vertical centerline from a depth of 36” for electric and telecom, all being subject to reasonable variations due to known obstructions, for each by reference to the location indicated therefore in the Reference Documents; and/or (iii) has an actual nominal diameter within two nominal pipe sizes of the size indicated for single pipes and conduits or 25% of the number of conduits in duct banks, for each by reference to the size and number indicated therefore in the Reference Documents; and/or is not of a fundamentally different material or
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| (8) Unexpected Man-made Impairment | The encountering or discovery of any:  
(a) buried obstruction of man-made origin that requires specialized or large-scale excavation equipment for removal; or  
(b) buried obstruction of man-made origin that requires blasting for removal,  
in either case (a) and (b) that is not comprised of a Utility line of any kind, a condition of the kind described in paragraphs (a) through (d) of the Compensation Event described as an “Unexpected Environmental Impairment” below, or a type of man-made condition described as an “Unforeseen Historical or Natural Condition at the Site”, and provided further that any such condition (a) or (b), was not otherwise disclosed to or known by the Preferred Proposer or a Developer-Related Entity, or could not have reasonably been known, identified, discovered, observed or anticipated by the Preferred Proposer or any Developer-Related Entity undertaking due diligence pursuant to Good Industry Practice, in each case prior to the Setting Date. |
| (9) Unexpected Environmental Impairments | The encountering or discovery of any:  
(a) any subsurface conditions that evidence or exhibit (visually or otherwise) contamination by Hazardous Material;  
(b) any underground storage tanks or evidence of any contamination that may be associated with or caused by any underground storage tanks;  
(c) any utility conduits or drains that evidence or exhibit (visually or otherwise) contamination by Hazardous Materials; and  
(d) any Hazardous Substance on or in any portion of the Site which is not a Future Private Development Parcel (including, Hazardous Substances in building components, drums, storage containers, items of personal property, and other materials),  
in each case (a) through (d):  
(i) that are or may be subject to any Environmental Laws, or give rise to any liability on the part of the City or the Developer;  
(ii) that are in soil, surface water, or groundwater; and  
(iii) which requires Developer’s performance of work pursuant to Section 10 of Schedule 15, |
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<td>provided that any such encounter or discovery differs materially from those indicated in the Reference Documents (and, in the case of groundwater contamination, is at concentration levels above the applicable value permitted by Law), was not otherwise disclosed to or known by the Preferred Proposer or a Developer-Related Entity, or could not have reasonably been known, identified, discovered, observed or anticipated by the Preferred Proposer or any Developer-Related Entity undertaking due diligence pursuant to Good Industry Practice, in each case prior to the Setting Date.</td>
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| (10) Utility Agreement Events | Except to the extent such otherwise constitutes a “Utility Delay” or a “Third-party Utility Delay” which constitutes a defined Relief Event, any:  
(a) execution of a Utility Agreement on terms not materially consistent with the terms set out in the most recent draft of such agreement (if any) provided as a Reference Document on or prior to the Setting Date; and  
(b) breach of any Utility Agreement by a Utility. |
| (11) Railroad Agreement Events | Except to the extent such otherwise constitutes either a “Railroad Allowance Event” which constitutes a Compensable Event or a “Railroad Delay” which constitutes a defined Relief Event, any:  
(a) execution of any Railroad Agreement on terms not materially consistent with the terms set out in the most recent draft of such agreement provided as a Reference Document on or prior to the Setting Date; or  
(b) breach of a Railroad Agreement by BNSF, RTD or DRIR, as applicable. |
| (12) Third Party Agreements | Any:  
(a) designation by the City of a new Third Party Agreement pursuant to Section 5.6.2; and  
(b) material amendment or modification to a Third Party Agreement. |
| (13) City Generator Status Liability | Any Loss by the Developer as a result of it being held liable as generator and arranger with respect to any Hazardous Substances for which the Developer was not liable as the generator and arranger pursuant to Section 10 of Schedule 15. |
| (14) Legal Actions Due to City Fault | The issuance of any temporary restraining order, preliminary or permanent injunction or other form of interlocutory relief by a court of competent jurisdiction that prohibits the prosecution |
### Event Definition / Description

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<tr>
<td>of a material part of the Work as a direct result of an act or omission by the City.</td>
<td></td>
</tr>
<tr>
<td>(15) Necessary Development Plan Amendments</td>
<td>Any amendment to add, enhance or modify any element of the Proposed Development Plan in the Approved Development Plan to the extent such amendment is necessary to satisfy a Substantial Completion Condition, excluding any addition or enhancement that:</td>
</tr>
<tr>
<td>(a) was required to be included in the scope of the Developer’s Approved Development Plan in accordance with the requirements set out in this Agreement;</td>
<td></td>
</tr>
<tr>
<td>(b) was otherwise disclosed to or known by the Preferred Proposer or a Developer-Related Entity to be necessary at the time the Proposal Development Plan was prepared, including through written comments provided by the City in advance of the Setting Date, or could have reasonably been known, identified, discovered, observed or anticipated by the Preferred Proposer or any Developer-Related Entity pursuant to Good Industry Practice prior to the Setting Date.</td>
<td></td>
</tr>
<tr>
<td>(16) Phases 1 &amp; 2 Facility Modifications</td>
<td>Any Facility that is a Phases 1 &amp; 2 Incorporated Element is made available to the Developer on the Project License Start Date in a condition that:</td>
</tr>
<tr>
<td>(a) does not comply with any express terms of any contract for design and construction of such Facility in the form disclosed in the Reference Documents; or</td>
<td></td>
</tr>
<tr>
<td>(b) [additional assurances, including regarding scope modifications to the Phases 1 &amp; 2 Facilities occurring after the Setting Date under consideration pending finalization of approach to delivery and handover of such Facilities to the Developer].</td>
<td></td>
</tr>
<tr>
<td>(17) Extended Events</td>
<td>Any Extended Event that is not otherwise a Compensation Event specified above to the extent that such Extended Event constitutes a Compensation Event pursuant to Section 30.2.6</td>
</tr>
</tbody>
</table>

For purposes of this Agreement a “Relief Event” means any of the following conditions or circumstances unless and to the extent such conditions or circumstances result from, or have not been mitigated due to, a Developer Fault Event, in which case the underlying conditions or circumstances shall not qualify as a Relief Event:

<table>
<thead>
<tr>
<th>Event</th>
<th>Definition / Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Force Majeure Events</td>
<td>Any:</td>
</tr>
<tr>
<td>(a) war, civil war, invasion or armed conflict;</td>
<td></td>
</tr>
<tr>
<td>(b) act of terrorism or sabotage;</td>
<td></td>
</tr>
<tr>
<td>Event</td>
<td>Definition / Description</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>(c)</td>
<td>nuclear or chemical or biological contamination or emissions (including as applicable associated radiation);</td>
</tr>
<tr>
<td>(d)</td>
<td>blockade or embargo;</td>
</tr>
<tr>
<td>(e)</td>
<td>labor dispute, including a strike, lockout or slowdown, generally affecting the construction industry in the Denver metropolitan area or a significant sector of it;</td>
</tr>
<tr>
<td>(f)</td>
<td>riot or illegal civil commotion;</td>
</tr>
<tr>
<td>(g)</td>
<td>fire or explosion on the Site;</td>
</tr>
<tr>
<td>(h)</td>
<td>geomagnetic storm; or</td>
</tr>
<tr>
<td>(i)</td>
<td>earthquake, with respect to (b), (f), (g), (h), and (i), to the extent occurring in or directly affecting the Denver metropolitan area.</td>
</tr>
<tr>
<td>(2) Weather Delays</td>
<td>Any weather event manifesting severe and historically unusual wind and/or liquid precipitation conditions that is recognized as a “severe local storm”, or “flood” event by the National Oceanic and Atmospheric Administration’s National Weather Service in a published notice, alert or warning to the extent to which such:</td>
</tr>
<tr>
<td>(a)</td>
<td>occurring in or directly affecting the Denver metropolitan area;</td>
</tr>
<tr>
<td>(b)</td>
<td>reduces by 50% or more the Developer’s scheduled D&amp;C Work (excluding, for certainty, Private Development) on the day(s) of such event; and</td>
</tr>
<tr>
<td>(c)</td>
<td>which prohibits Work on Critical Path activities.</td>
</tr>
<tr>
<td>(3) Campus Partners Events</td>
<td>Any:</td>
</tr>
<tr>
<td>(a)</td>
<td>any material breach by any Campus Partner of any Third Party Agreement to which it is a Party that is not otherwise a Supervening Event; and/or</td>
</tr>
<tr>
<td>(b)</td>
<td>any incident of physical damage to any element of the Project or delay of or disruption to the Work caused by any Campus Partner in performing Work on or adjacent to the Site other than as provided for or anticipated under the terms of this Agreement, any Third Party Agreement, or any Reference Document (and excluding, for certainty, [types of work Developer should expect, to be identified in a subsequent Addendum]).</td>
</tr>
<tr>
<td>(4) Utility Delay</td>
<td>Excluding in relation to any Private Development, to the extent not otherwise constituting a breach of any Utility Agreement by a Utility:</td>
</tr>
<tr>
<td>Event</td>
<td>Definition / Description</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| (4) Utility Delay          | (a) any unusual and unreasonable delay by a Utility in performing any work required to be performed by it, or in reviewing or approving any Submittal required to be reviewed or approved by it; or  
(b) any unreasonable withholding by a Utility with relevant jurisdiction of the issuance or renewal of any Permit necessary for the performance of the Work,  
in each case (a) and (b) where usualness and reasonableness shall be determined by reference to (i) this Agreement, (ii) the relevant Utility Agreement (if any), and (iii) the relevant Utility’s written specifications, standards of practice, and construction methods.                                      |
| (5) Railroad Delay         | Excluding in relation to any Private Development, the extent not otherwise constituting a breach of any Railroad Agreement by a Railroad:  
(a) any unusual and unreasonable delay by a Railroad in performing any work required to be performed by it, or in reviewing or approving any Submittal required to be reviewed or approved by it; or  
(b) any unreasonable withholding by a Railroad with relevant jurisdiction of the issuance or renewal of any Permit necessary for the performance of the Work,  
in each case (a) and (b) where usualness and reasonableness shall be determined by reference to (i) this Agreement, (ii) the relevant Railroad Agreement (if any), and (iii) the relevant Railroad’s written specifications, standards of practice, and construction methods. |
| (6) Permit Delay           | Excluding in relation to any Private Development, any unusual and unreasonable delay by a Governmental Authority to issue, agree to modify, renew, or extend any Permit for which the Developer is responsible pursuant to this Agreement, but only if and to the extent:  
(a) the Agreement included sufficient time in the Project Schedule for the processing and approval thereof in accordance with Good Industry Practice; and  
(b) the Developer diligently pursued such Permit.                                                                                                                                                                                                                                            |
| (7) Submittal Review Delay | Any failure by the City:  
(a) to provide to the Developer within [10] Working Days of the expiry of the review time referred to in Section 3.2a of Schedule 11, any comments in connection with the Submittals that it is required to provide pursuant to Section 3.3 of Schedule 11; or  
(b) in the event that any review time referred to in Section 3.2a of Schedule 11 is adjusted as contemplated in such section, to provide to the Developer within [10] Working Days of the expiry of the adjusted review time.                      |
<table>
<thead>
<tr>
<th>Event</th>
<th>Definition / Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Days of the expiry of such adjusted period comments in connection with the Submittal.</td>
<td></td>
</tr>
<tr>
<td>(8) Non-Compensable Change in Law</td>
<td>Any Change in Law that is not a “Compensable Change in Law” as that term is defined under the column titled “Event” in Item (4) of Section 12.1.b.</td>
</tr>
<tr>
<td>(9) No-fault Legal Actions</td>
<td>The issuance of any temporary restraining order, preliminary or permanent injunction or other form of interlocutory relief by a court of competent jurisdiction that prohibits the prosecution of a material part of the Work (excluding the Private Development) other than as a direct result of an act or omission by the City.</td>
</tr>
<tr>
<td>(11) Damage to the Project</td>
<td>Any incident of accidental physical damage to any element of the Project (excluding the Private Development), including any graffiti or vandalism, caused by a third party that is not otherwise a Supervening Event.</td>
</tr>
<tr>
<td>(12) Campus Energy System</td>
<td>Any unscheduled period of unavailability of service of the Campus Energy System.</td>
</tr>
</tbody>
</table>

12.2. Conditions and Limitations to Supervening Event Claims

12.2.1. Sole and Limited Entitlement

a. The Developer acknowledges and agrees that the Developer’s sole right to claim an extension of time, additional compensation, relief from performance of its obligations, or other relief under this Agreement or to otherwise make any Claim for any Loss in connection with any Supervening Event is as set out in this Section 12.

b. The Developer shall not be entitled to claim or receive pursuant to this Section 12:

   i. an extension of the Financial Close Deadline;
   
   ii. any compensation, time extension and/or other relief in connection with Developer’s performance of its obligations with respect to Financial Close; or
   
   iii. any compensation, time extension and/or other relief to the extent any event affects Private Development, the Developer’s Private Development Rights, or the Private Development Area, except to the extent provided in Section 12.6.2.

12.2.2. Conditions to Supervening Event Relief

No extension of time, additional compensation, relief from performance of the Developer’s obligations, or other relief under this Agreement shall be made or granted as a result of any Supervening Event unless:

a. a Supervening Event has occurred;

b. the Developer has borne its burden of proof to demonstrate the occurrence of such Supervening Event and satisfy all conditions under this Agreement to securing the applicable extension of time, additional compensation, or relief from performance;
c. the Developer has submitted a Supervening Event Claim with respect to such event pursuant to Section 12.3 and otherwise complied with all relevant requirements of this Section 12;

d. the Developer has maintained documents, data, and records as required pursuant to this Agreement as necessary to document any Supervening Event and any extension of time, additional compensation, or relief from performance of its obligations that is the basis of a Supervening Event Claim;

e. the claimed compensation, time extension and/or other relief is not subject to any restriction or prohibition set out in Section 12.2.1.b;

f. with respect to any Supervening Event Claim based in whole or in part on a Subcontractor claim, the Developer shall, prior to making such claim, have reviewed and analyzed the corresponding Subcontractor claim, and determined in good faith (and so certified to the City under penalty of perjury, upon the City's request) that such claim is justified under the Subcontract and that Developer is justified in making its corresponding claim under this Agreement;

g. with respect to any claimed schedule impact due to a delay in seeking and securing Permit reviews, and/or responses from Governmental Authorities, Railroads, and Utilities, as a result of a Supervening Event, the Developer had prior to such Supervening Event included a reasonable period of time in the Project Schedule for the same accordance with Good Industry Practice and taking into account the express provisions of this Agreement relating interactions with such entities; and

h. without modifying its other obligations under this Agreement, the Developer has:

i. used Reasonable Efforts to eliminate or mitigate the Losses, schedule impacts, and other consequences of the Supervening Event on performance of the Work, including by:

   A. altering design, re-sequencing, reallocating, and/or redeploying forces to other elements of the Work, as appropriate; and

   B. notifying the City of any reasonably necessary actions within the scope of its obligations and authority under this Agreement, including the making available of any necessary City official, agent, or employee, and/or the response to any Submittals;

ii. except as expressly provided in this Agreement, continue to perform its obligations under this Agreement notwithstanding the Supervening Event and, to the extent such performance has been affected by the Supervening Event, to resume performance of the affected Work as soon as practicable and in all events promptly after the cessation or mitigation of the Supervening Event; and

iii. reflect any relative prioritization of delay avoidance versus the need for Compensation as reasonably requested in writing by the City, as such steps have been properly and fully documented in the Developer’s communications with City with respect to the relevant Supervening Event.

12.2.3. Representations and Warranties regarding for Subcontractor Claims

By its submission of a Supervening Event Claim that is based in whole or in part on a corresponding claim by a Subcontractor to the Developer, the Developer shall be deemed to represent and warrant that it has completed review of such claim (including review and verification of all back-up documentation), that such claim is justified under the Agreement as a component of the
Supervening Event Claim, and that the Developer has no reason to believe and does not believe that the factual basis for the Subcontractor’s claim is falsely represented.

12.2.4. Reductions and Exclusions to and from Supervening Event Relief

The compensation payable, extension of time granted, and/or other relief to which the Developer would otherwise be entitled under this Contract with respect to an applicable Supervening Event shall be reduced or subject to exclusions:

a. to the extent provided for in Section 12.2.2, including to the extent that the Developer does not comply with its obligations under Section 12.2.2.h, to the extent of such failure;
b. by the amount of any costs avoided or otherwise reduced as a result of the Supervening Event;
c. in the case of an extension of time, to the extent that the delay is not on the Critical Path;
d. by the amount of any Available Insurance;
e. to the extent the Developer fails to comply with any applicable conditions of an agreement otherwise resolving a Supervening Event Claim or the relevant terms of this Agreement as it pertains to such Supervening Event; and
f. to the extent the Supervening Event arises out of, relates to, or was caused or contributed to by any Developer Fault Event.

12.2.5. Developer’s Supervening Event Procedures

Developer shall (and shall ensure that each of its Principal Subcontractors shall) develop and maintain procedures pursuant to Good Industry Practice to anticipate, identify and notify the City (or, in the case of the Principal Subcontracts, Developer) of the occurrence of Supervening Events.

12.2.6. City Right to Determine What Constitutes a Supervening Event

The City, acting reasonably (and, for certainty, dividing any Compensable Event in such a manner as to intentionally avoid any compensation threshold set forth in Section 12.7.1), shall be entitled to determine what constitutes a single Supervening Event having applied the applicable terms of this Agreement without being bound by the Developer’s proposed treatment of one or more Supervening Event in any claim.

12.3. Supervening Event Claims Process

12.3.1. Notice of Claims Process

a. If Developer becomes aware or determines that a Supervening Event has occurred (regardless of whether such event has concluded or is continuing, and without limiting any other obligation Developer may have to notify the City or any other Person of, or in relation to, such event pursuant to this Agreement, Law, or any Permit or otherwise) or, with respect to Supervening Event Notices only, is likely to occur, then, it shall:

i. promptly, and in any event no later than 10 Working Days, after becoming aware of such occurrence or making a determination that such event is likely to occur submit to the City a notice in the form provided in Schedule 24 Part A (a “Supervening Event Notice”); and

ii. thereafter, and to the extent a Supervening Event has occurred, promptly after becoming aware of such occurrence, and in any event no later than 40 Working Days (or such longer period as is necessary as determined by the City acting reasonably) thereafter, submit to the City a submission in the form provided in Schedule 24 Part B (a “Supervening Event Claim”),
provided that, for purposes of determining when Developer is required to submit any notice or claim under this Section 12.3.1.a:

iii. Developer shall be deemed to be aware of any Supervening Event on the date of its occurrence to the extent Developer failed to comply with its obligations under Section 12.2.5; and

iv. any effective Supervening Event Notice or Supervening Event Claim with respect to a Compensation Event described as “Unexpected Geological Conditions”, “Unforeseen Historical or Natural Conditions”, an “Unexpected Utility Impairment”, an “Unexpected Man-made Impairment”, or an “Unexpected Environmental Impairment” in Section 12.1.b must be submitted within [ ] Calendar Days of the date on which the Developer performed, or was otherwise required to perform, a site investigation that identified, or would have identified, such condition.

b. The City shall respond promptly to any Supervening Event Claim submitted by Developer and, as applicable, to any notice or submission in relation thereto subsequently submitted by Developer pursuant to Section 12.3.1.a, in each case for the purpose of attempting, together with Developer, to reach an agreement pursuant to Section 12.5.

c. After Developer submits any Supervening Event Notice or Supervening Event Claim pursuant to Section 12.3.1.a, Developer shall, with respect to any Supervening Event that has occurred, promptly:

i. notify the City if at any time it becomes aware of any further material information relating to the Supervening Event, to the extent that such information is new or renders information previously submitted materially inaccurate or misleading; and

ii. following the City’s reasonable request, or as required pursuant to the terms of any written agreement previously made pursuant to Section 12.5.a (including with respect to a continuing Supervening Event), submit to the City additional information related to the relevant Supervening Event.

d. Notwithstanding the foregoing, the Developer shall not be entitled to submit any Supervening Event Claim (including any update thereto) any later than the date prior to the earliest to occur of:

iii. delivery of any Termination Notice (other than as a result of a City Default);

iv. the Termination Date; and the Expiry Date.

12.4. Limitations on Supervening Event Submissions

12.4.1. Failure to Provide Timely Notice

If, following the occurrence of a Supervening Event, the Developer fails to comply with its obligations under Section 12.3.1 to submit any Supervening Event Claim (including any update thereto) within the applicable time period (in each case measured from the date on which Developer first became aware (or is deemed to have become aware) or determined that a Supervening Event had occurred) or by the applicable deadline, then Developer shall be deemed to have irrevocably and forever waived and released:

a. if period of delay in making any such claim is less than 30 Calendar Days and Section 12.3.1.d does not apply, the Developer shall be deemed to have irrevocably and forever waived and released any rights or claims relating to the adverse effects of the Supervening Event accruing, persisting or increasing after the expiry of the original deadline for such submission or otherwise due to such failure and until the Developer complies with the relevant obligation; and
b. if period of delay in making such claim is greater than 30 Calendar Days, or Section 12.3.1.d applies, the Developer shall be deemed to have withdrawn the Supervening Event Claim (to the extent previously submitted), and irrevocably and forever waived and released any rights or claims relating to the relevant Supervening Event, and consequently, THE DEVELOPER HEREBY EXPRESSLY WAIVES ALL RIGHTS TO ASSERT ANY AND ALL CLAIMS BASED ON ANY LOSS, CHANGE IN THE WORK, DELAY, SUSPENSION OR ACCELERATION (INCLUDING ANY CONSTRUCTIVE CHANGE IN THE WORK, DELAY, SUSPENSION OR ACCELERATION) ARISING FROM ANY SUPERVENING EVENT FOR WHICH THE DEVELOPER FAILED TO PROVIDE A PROPER AND TIMELY SUPERVENING EVENT CLAIM, AND AGREES THAT IT WILL BE ENTITLED TO NO EXTENSION OF TIME, COMPENSATION, OR OTHER RELIEF WHATSOEVER IN CONNECTION WITH THE WORK AS A RESULT OF ANY RELATED SUPERVENING EVENT.

12.4.2. No Multiple or Duplicate Claims

The Developer shall not make multiple or duplicative Supervening Event with respect to any Supervening Event, provided that such restriction shall not affect the Developer’s right to update a previously submitted Supervening Event Claim.

12.5. Resolution of Claims

a. Upon agreement between the Parties, such agreement not to be Unreasonably Withheld, as to the extension of time, relief and/or compensation (including the payment terms of, and documentation required for, any such compensation) to which Developer is then entitled (including, as necessary, on a retroactive basis) in respect of any Supervening Event, the Parties shall execute a written memorandum (or, with respect to any Supervening Event that was continuing when a prior such memorandum was executed, a written addendum to such prior memorandum) in a form to be prepared by the City setting out the details of such agreement.

b. If the Parties do not reach agreement as contemplated above and any Dispute in relation to the relevant matters is resolved pursuant to the Dispute Resolution Procedure, to the extent that the Dispute Resolution Procedure does not result in a written record of such resolution equivalent to such a memorandum, the Parties shall execute such a memorandum to document such resolution.

c. A Change Order implementing a City-Initiated Change shall constitute an agreed memorandum for purposes of Section 12.5.a.

d. Execution of an agreed memorandum pursuant to Section 12.5.a or a Change Order by both Parties shall be deemed accord and satisfaction of all claims by the Developer of any nature arising from or relating to the Supervening Event covered by the same and the Developer shall be deemed to have expressly released, waived, and disclaimed any further extension of time, relief and/or compensation in relation to the same.

12.6. Entitlement to Relief, Extensions of Time, and Compensation

12.6.1. General Entitlement

If the Developer through the submission of a Supervening Event Claim has demonstrated that a Supervening Event occurred (regardless of whether such event has concluded or is continuing) then, in all cases under this Section 12.6 subject to Section 12.2, it shall be entitled to an extension of time, additional compensation, relief from performance of its obligations or other relief, in each case only as provided for in this Section 12.6.
12.6.2. Limited Entitlement with Respect to Private Development

The Developer shall not be entitled to any relief, time extension, or compensation under, respectively, Sections 12.6.3, 12.6.4 and 12.6.5, with respect to the undertaking of Private Development, the exercise of Private Development Rights, the undertaking of Private Development including on the Private Development Area, or any adverse impact on any Facility, building, and structure located in the Private Development Area or any Developer-Related Entity or activities to the extent acting or occurring within such area, except:

a. [to be provided in a subsequent Addendum: limited allowances are expected to be made primarily or exclusively for necessary, temporary relief from certain obligations under Schedule 14 and only with respect to certain Supervening Events – corresponding adjustments shall then be made to the following provisions].

12.6.3. Relief

Subject to Section 12.2, in the case of any Relief Event or Compensation Event:

a. Developer shall be relieved from the performance of its obligations under this Agreement to the extent, and only to the extent, that Developer’s inability to perform such obligations is due directly to, and limited to the duration of the direct effects of, such Relief Event or Compensation Event, provided that Developer shall not be excused from timely compliance with any obligation to make a payment pursuant to this Agreement due to the occurrence of any Relief Event or Compensation Event; and

b. to the extent that any Failure is directly attributable to the occurrence of such Relief Event or Compensation Event, no Deduction shall accrue with respect to such Failure.

12.6.4. Time Extensions

Subject to subject to Section 12.2:

a. in the case of any Relief Event or Compensation Event occurring prior to the Final Acceptance Date that affects or shall affect the Critical Path, after taking into account any available Float pursuant to Section 6.2.2 (and excluding any previous or concurrent unrelated delay for which the Developer is responsible (the resulting period of delay, measured in Calendar Days, being the “Delay Period”), then, with respect to any such Relief Event or Compensation Event that affects or shall affect the Critical Path, if such Relief Event or Compensation Event:

i. occurred prior to the Project Schedule Milestone Completion Date with respect any Project Milestone, then such Project Schedule Milestone Completion Date (and, therefore, the Project Schedule Milestone Longstop Date) shall be extended by the number of Calendar Days equal to the portion of the Delay Period affecting achievement of the relevant Project Milestone;

ii. occurred prior to the Baseline Substantial Completion Date, then the Baseline Substantial Completion Date shall be extended by the number of Calendar Days equal to the Delay Period;

iii. occurred after the Baseline Substantial Completion Date but prior to the Substantial Completion Date, then the Longstop Date shall be extended by the number of Calendar Days equal to the Delay Period; or

iv. occurred after the Baseline Substantial Completion Date but prior to the Final Acceptance Date, then the Final Acceptance Deadline Date shall be extended by the number of Calendar Days equal to the Delay Period; and
b. in the case of any delay in the Project License Start Date for the Coliseum or the Coliseum Parking Lots which constitutes the occurrence of a Compensation Event under clause (2)(b) of the definition thereof, after taking into account any available Float pursuant to Section 6.2.2] (and excluding any previous or concurrent unrelated delay for which the Developer is responsible), then, with respect to any such Compensation Event only, the first scheduled Private Development Milestone Deadline after the occurrence of the Initial Takedown and Financial Close shall be extended by the number of Calendar Days equal to the period of such delay.

12.6.5. Compensation

Subject to Sections 12.2 and 12.7, in the case of any Compensation Event (but not, for certainty, any Relief Event) the City shall compensate the Developer for any applicable Compensable Amount. For certainty, in accordance with the definitions thereof Change in Costs, Delay Financing Costs, and Economic Impacts each comprising a type of Compensable Amount do not include any amount which are Developer’s risk pursuant to Section 12.2.4;

12.7. Determination of Compensation and Payments

12.7.1. Thresholds and Deductibles

a. With respect to any Delay Financing Costs incurred by Developer in respect of any Compensation Event, if the aggregate amount of all Delay Financing Costs resulting from the occurrence of all Compensation Events is greater than the threshold of $[500,000], then the City shall compensate the Developer for the amount by which the Delay Financing Costs resulting from such event exceeds such threshold.

b. [With respect to any Economic Impacts incurred by Developer in respect of any Compensation Event of the type in connection with which the Developer may claim such Economic Impacts in accordance with Section 12.7.5 (other than any No-deductible Event, to which this Section 12.7 shall not apply), if the aggregate amount of such Economic Impacts directly resulting from the occurrence of such event is greater than the threshold of $[5,000] (indexed), then the City shall compensate Developer, with respect to the occurrence of all such events, for the amount by which the aggregate amount of such Economic Impacts directly resulting from the occurrence of all such events in any given Contract Year is greater than the annual amount of $[50,000] (indexed) and not, for the first $[50,000] (indexed) of such Economic Impacts in any given Contract Year which amount shall be treated as a deductible].

c. With respect to any Change in Costs incurred by Developer in respect of any Compensation Event (other than any No-deductible Event, to which this Section 12.7 shall not apply) that occurs during the D&C Period, if the aggregate amount of such Change in Costs directly resulting from the occurrence of such event is greater than $[20,000], then:

i. the City shall compensate the Developer for the amount by which such Change in Costs exceed $[20,000] (and not, subject to Section 12.7.1.c.ii, for the first $[20,000] of such Change in Costs which amount shall be treated as a deductible); and

ii. if at any time the Developer has born an aggregate of $[500,000] in uncompensated Change in Costs pursuant to the $[20,000] per event deductible described in Section 12.7.1.c.i, such deductible shall thereafter no longer apply and City shall compensate the Developer for all Change in Costs directly resulting from the occurrence of a Compensation Event (other than any No-deductible Event, to which this Section 12.7 shall not apply) so long as such Change in Costs exceed $[20,000].
d. With respect to any Change in Costs incurred by Developer in respect of any Compensation Event (other than any No-deductible Event, to which this Section 12.7 shall not apply) that occurs during the O&M Period, if the aggregate amount of such Change in Costs directly resulting from the occurrence of such event is greater than the threshold of $[10,000] (indexed), then the City shall compensate Developer, with respect to the occurrence of all such events, for the amount by which the aggregate amount of such Change in Costs directly resulting from the occurrence of all such events in any given Contract Year is greater than the annual amount of $[100,000] (indexed) and not, for the first $[100,000] (indexed) of such Change in Costs in any given Contract Year which amount shall be treated as a deductible).

12.7.2. O&M Period Deductions

In the case of any Relief Event or Compensation Event that occurs or is continuing during the O&M Period, the City shall be entitled to deduct from any Availability Payment otherwise payable pursuant to this Agreement (and after taking into account any adjustment otherwise to be made to such payments):

a. the Developer’s actual avoided costs of Work not being performed as a direct result of the occurrence or, as the case may be, continuation of such Relief Event or Compensation Event during the O&M Period; and

b. the amount that Developer is (or should be) entitled to recover under any “business interruption” coverage under the Available Insurance as a direct result of the occurrence or, as the case may be, continuation of such Relief Event or Compensation Event during the O&M Period.

12.7.3. Payment of Change in Costs

Subject to this Section 12.7, with respect to any Compensation Event the City shall pay to Developer all documented and otherwise due and payable Change in Costs through one, or any combination of more than one, of the following methods as determined in the City’s discretion:

a. as a lump sum payment for work already performed (or, in the City’s discretion, as a series of progress payments for payment of work as it is performed) within 45 Calendar Days of Developer’s written demand for such payment;

b. as deferred installment payments over the Term for work performed within 45 Calendar Days of Developer’s written demand (in such form, and accompanied by such documentation, as necessary to comply with the terms of any written memorandum executed pursuant to Section 12.5.a or any Change Order, as applicable, and otherwise as reasonably required by the City) for any such installment payment (provided that, at any time after electing such payment method, the City may choose to accelerate compensation for work already performed through a (or a series of) lump sum payment(s) equal to the present value as of the date of payment of the remaining compensation), which deferred installment payments shall leave Developer in a No Better and No Worse position; and/or

c. as an adjustment to the Availability Payment, which adjustment shall leave Developer in a No Better and No Worse position.

12.7.4. Delay Financing Costs and Reconciliation

a. To the extent that, the City is obligated to compensate Developer in respect of any Delay Financing Costs, the City shall pay to Developer an amount equal to such Delay Financing Costs, less any amount Developer is (or should be) entitled to recover under any “delay in startup” coverage under the Available Insurance as a direct result of the occurrence of the Compensation Event promptly, and in any event no later than the later of:
Project Agreement

b. No later than 45 Calendar Days after the Substantial Completion Date, the Parties shall determine pursuant to Section 26.2 (such determination being referred to in this Section 12.7.4 as the “Reconciliation”), the extent to which Developer was left in a position that was No Better and No Worse as a direct result of the Delay Periods caused by any one or more Compensation Events taking into account (without double-counting):
   i. payments made by the City to the Developer pursuant to Section 12.7.4.a;
   ii. Delay Financing Costs incurred by Developer as a direct result of the occurrence of all such Compensation Events but which were not previously taken into account in any payments made by the City to Developer pursuant to Section 12.7.4.a;
   iii. Developer’s actual avoided costs of Work not being performed as a direct result of the occurrence of all such Compensation Events; and
   iv. the amount Developer is (or should be) entitled to recover under any “delay in startup” coverage under the Available Insurance as a direct result of the occurrence of all such Compensation Events.

c. To the extent that the Reconciliation demonstrates that Developer was left in a worse position as determined pursuant to Section 26.2 notwithstanding the payments made to the Developer by the City in connection with the relevant event, the City shall, through one, or any combination, of the following methods as determined in the City’s discretion (subject to Section 12.7.5):
   i. make a lump sum payment to Developer within 45 Calendar Days after completion of the Reconciliation; or
   ii. notify Developer of an adjustment to the “Availability Payment”, which adjustment shall take effect from the date specified in such notice,

in either case in a manner that would result in the Developer being left in a No Better and No Worse position after taking into account the Reconciliation.

d. To the extent that the Reconciliation demonstrates that Developer was left in a better position as determined pursuant to Section 12.7.4.b as a result of the payments made to Developer by the City pursuant to Section 26.2, the Developer and the City shall, as applicable, through one, or any combination, of the following methods as determined in the City’s discretion:
   i. with respect to Developer, make a lump sum payment to the City within 30 Calendar Days after completion of the Reconciliation; or
   ii. with respect to the City, notify Developer of an adjustment to the “Availability Payment” which adjustment shall take effect from the date specified in such notice,
   iii. with respect to the City, by way of set-off pursuant to Section 8.4.2 against amounts otherwise payable by the City to the Developer,

in each case in a manner that would result in Developer being left in a No Better and No Worse position after taking into account the Reconciliation.
12.7.5. Economic Impacts

a. The Developer shall only be entitled to claim Economic Impacts incurred by it in respect of any Compensation Event of the type described as [e.g. City breach; list to be provided in a subsequent Addendum] of 12.1.b, and no others.

b. Whenever the City or the Developer believes any adverse Economic Impact (as defined below) exists or shall arise from a qualifying Compensation Event, the following shall apply.
   i. The City at its election may, and the Developer shall, deliver to the other party written notice thereof. In the Developer’s case such notice shall be included in any Supervening Event Notice or Supervening Event Claim.
   ii. The “Economic Impact” with respect to any Compensation Event shall be calculated based on [method of calculation to be provided in a subsequent Addendum].
   iii. Following the calculations pursuant to the foregoing, the Developer shall incorporate such calculations into the proposed Base Financial Model Update and shall provide such proposed Base Financial Model Update to the City.
   iv. The Economic Impact shall be net of all applicable insurance deductibles.
   v. The Developer shall take all steps reasonably necessary to mitigate the amount of any adverse Net Economic Impact attributable to, and other consequences of, any qualifying Compensation Event, including filing a timely claim for insurance and pursuing such claims.
   vi. The Developer shall not be entitled to Economic Impacts which are de minimis and below [threshold to be determined in a subsequent Addendum, either separate from or inclusive of otherwise applicable deductibles].

c. Whenever the City or the Developer believes a [positive net Economic Impact / savings] exists or shall arise from a Compensation Event, the following shall apply.
   i. The City at its election may, and the Developer shall, deliver to the other party written notice thereof. In the Developer’s case such notice shall be included in any Supervening Event Notice or Supervening Event Claim.
   ii. For notices given by the City, following a determination of [the amount] being Agreed or Determined, the City shall decide on the percentage share of each that it desires as compensation, up to 100% of the applicable [amount]. For notices given by the Developer, following a determination of the [amount] by mutual agreement or the Dispute Resolution Procedure, the City and the Developer each shall receive [50]% of the applicable [amount]. The Developer shall compensate the City in an amount equal to the applicable percentage, provided that when adverse Economic Impact are payable in the same time period, such amounts shall be netted to the extent possible.

d. [To add in a subsequent Addendum a periodic Reconciliation process similar to that for Delay Financing Costs, and/or a mechanism to have Economic Impacts aggregated and paid periodically rather than on a per incidence basis].

12.7.6. Financing of Deferred Compensation

a. If, pursuant to Section 12.7.3, 12.7.4.d, or [12.7.5.d], the City elects to compensate Developer through Deferred Compensation, Developer shall use Reasonable Efforts to obtain:
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i. funding from the Lenders, or other lenders if permitted by the Financing Documents; and/or

ii. equity support from existing Equity Members of Developer,

in either case:

iii. if, and only if, and to the extent necessary; and

iv. on terms Approved by the City (and, for certainty, acceptable to Developer (acting reasonably)),

in advance of receiving the Deferred Compensation payments from the City.

b. If, despite such efforts and any compensation that is or would be paid pursuant to Section 12.7.3, Developer is unable to obtain such funding and/or equity support (or the City does not Approve the terms under which Developer is able to obtain additional financing), then, notwithstanding its prior election, the City shall pay the required compensation as a lump sum amount pursuant to Section 12.7.3, 12.7.4.d, or [12.7.5.d], as applicable.

12.8. Resolution of Claims

a. Upon agreement between the Parties, such agreement not to be unreasonably withheld, as to the extension of time, relief and/or compensation (including the payment terms of, and documentation required for, any such compensation) to which Developer is then entitled (including, as necessary, on a retroactive basis) with respect to any Supervening Event, the Parties shall execute a written memorandum (or, with respect to any Supervening Event that was continuing when a prior such memorandum was executed, a written addendum to such prior memorandum) in a form to be prepared by the City setting out the details of such agreement. A Change Order implementing a City Change shall constitute an agreed memorandum for purposes of this Section.

b. If the Parties do not reach agreement as contemplated above and any dispute in relation to the relevant matters is resolved pursuant to the Dispute Resolution Procedure, to the extent that the Dispute Resolution Procedure does not result in a written record of such resolution equivalent to such a memorandum, the Parties shall write a record of such resolution equivalent to such a memorandum, the Parties shall execute such a memorandum to document such resolution.

12.9. Special Provisions for Force Majeure Events

a. Following the occurrence of a Force Majeure Event, the City, if affected by such event, shall promptly notify the Developer of the Force Majeure Event, including the date of its commencement, and provide evidence of such event’s effect on City’s obligations under this Agreement and any action proposed to mitigate its effect.

b. Whether or not any notice has been given pursuant to the above, the City, if affected by such event, may require the Developer to consult with it in good faith, and to use all Reasonable Efforts, to agree on appropriate terms to mitigate the effects of the relevant Force Majeure Event on the City and facilitate the continued performance of this Agreement.

c. To the extent City is affected by such event, the City shall be relieved from the performance of its affected obligations under this Agreement (and shall not incur liability to the Developer for Losses in connection with a Force Majeure Event), provided that, notwithstanding the foregoing, the City shall not be excused from timely payment of any monetary obligations under this Agreement due to the occurrence of any Force Majeure Event.
PART D: KEY PERSONNEL, SUBCONTRACTORS AND WORKFORCE

13. REPRESENTATIVES

13.1. Designation of Representatives

a. The City and the Developer shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to the Agreement (respectively, the “City Representative” and the “Developer Representative” and together the “Representatives”).

b. The Developer’s Representative shall at all times be its Key Personnel “[Project Manager]” subject to replacement pursuant to Section 14.1. The City Representative shall initially be its “[to be determined]” as notified to the Developer on or prior to the Effective Date, subject to replacement pursuant to this Section 13.1.

c. From time to time:

i. the City may replace the City Representative; and

ii. the Developer and the City may each delegate all or part its Representative’s responsibilities under this Agreement,

in either case by notice to the other Party containing:

iii. the name, title, mailing address, principal phone numbers, email address (or digital equivalent) and fax number (if any) of the replacement Representative or delegatee;

iv. in the case of partial delegations of authority, a schedule setting out the extent to which authority for managing any aspect of this Agreement has been delegated and to whom; and

v. in the case of time-limited replacements or delegations, the start and end date for such time-limited replacement or delegation.

13.2. Power and Authority of Representatives

13.2.1. Power and authority of Developer Representative

a. The Developer Representative shall have full responsibility for the management of prosecution of the Project, shall act as agent for and be a single point of contact in all matters with the City on behalf of the Developer, shall be available at all times to execute instructions and directions received from, and otherwise engage with, the City or its Representatives.

b. Except as previously notified by the Developer to the City before any relevant act or instruction occurs or is given:

i. the City shall be entitled to assume that the Developer Representative has, and the Developer shall (subject to reasonable exceptions and limitations to be notified to the City) ensure that Developer Representative shall have, full authority to act on behalf of the Developer for all purposes of this Agreement; and

ii. subject to any exceptions or limitations previously notified to them, the City shall be entitled to treat any act of Developer Representative in connection with this Agreement as being expressly authorized by the Developer, and the City and the City Representative shall not be required to determine whether any express authority has in fact been given.
13.2.2. Power and Authority of City Representative

Except as previously notified by the City to the Developer before any relevant act or instruction occurs or is given:

a. the Developer shall only be entitled to assume that the City Representative has the functions and powers of the City (collectively, and pursuant to this Agreement where necessary or permissible, individually) in relation to the Project that are identified in this Agreement as functions or powers to be carried out by the City Representative; and

b. the Developer and the Developer Representative:
   i. shall be entitled to treat any written action or instruction by the City Representative that is authorized by this Agreement as being expressly authorized by the City (collectively, and pursuant to this Agreement where necessary or permissible, individually) and the Developer and the Developer Representative shall not be required to determine whether any express authority has in fact been given; and
   ii. shall not be entitled to treat any other act or instruction by any other officer, employee or other Person engaged by the City, unless otherwise expressly authorized pursuant to this Agreement, as being authorized by the City, and upon receiving any such presumptively unauthorized act or instruction from any Person, the Developer shall:
      A. promptly submit a written request to the City requesting clarification whether and to what extent authority has in fact been given to the relevant Person; and
      B. pending the City’s response, refrain from taking any related action to the extent reasonable under the circumstances.

14. PERSONNEL

14.1. Key Personnel

a. The Developer shall ensure that Key Personnel are at all relevant times (as determined by reference to the periods set out in Schedule 31) seconded to or employed by such Person and occupying the role and performing the function of their position, in each case as required by or set out in such Schedule and any other relevant provisions of this Agreement.

b. The Developer shall not remove and/or replace, or allow any Subcontractor to remove and/or replace, any of the Key Personnel without the City’s prior Approval in its discretion, provided that Developer may, as required by Law or pursuant to Good Industry Practice under the circumstances, terminate, suspend, or limit the duties of any Key Personnel individual (and, promptly thereafter, notify the City of such action).

c. If for any reason the Developer wishes to remove and/or replace, or allow a Subcontractor to remove and/or replace, any Key Personnel and such removal and/or replacement, the Developer shall promptly deliver a notice to the City for Approval in its discretion, setting out the reason for such removal and/or replacement, together with:
   i. the identity, expertise, and experience of the proposed replacement; and
   ii. any such support information or evidence as the City may reasonably require in relation to such matters.
14.2. Other Personnel

a. No later than 60 days after the Effective Date, the Developer shall deliver to the City names and qualifications of individual proposed to fill the roles of the Other Personnel set forth in Schedule 31. With respect to certain Other Personnel identified in Schedule 31, the City may Approve at its discretion the individuals the Developer proposes.

b. The Developer shall ensure that Other Personnel are at all relevant times (as determined by reference to the periods set out in Schedule 31) seconded to or employed by such Person and occupying the role and performing the function of their position, in each case as required by or set out in such Schedule and any other relevant provisions of this Agreement.

c. Except as set forth below, the Developer may remove and/or replace, or allow any Subcontractor to remove and/or replace, any of the Other Personnel with prior written notice to the City.

d. Notwithstanding Section 14.2.c above, the Developer shall not remove and/or replace, or allow any Subcontractor to remove and/or replace, certain Other Personnel as indicated in Schedule 31 provided that Developer may, as required by Law or pursuant to Good Industry Practice under the circumstances, terminate, suspend, or limit the duties of any Other Personnel individual (and, promptly thereafter, notify the City of such action).

e. If for any reason the Developer wishes to remove and/or replace, or allow a Subcontractor to remove and/or replace, any Other Personnel and such removal and/or replacement, Developer shall promptly deliver a notice to the City, setting out the reason for such removal and/or replacement, together with:

i. the identity, expertise, and experience of the proposed replacement; and

ii. any such support information or evidence as the City may reasonably require in relation to such matters.

14.3. General Personnel Requirements

a. As between the Parties, the Developer shall be solely responsible:

i. for the hiring, contracting, collective bargaining, supervision, management, retention, conduct, payment, and, as applicable, termination, of all labor workforce, employees, individual contractors, and personnel engaged directly or through Subcontractors (of every tier) and Private Development Subcontractors (of every tier), including all other Persons for whom or for which Developer is directly or indirectly responsible as labor, workforce, employees, individual contractors, and personnel by contract or pursuant to Law;

ii. for the negotiation, adherence, compliance with and enforcement of the terms of all employment, labor, collective bargaining, and pension and benefit obligations, liabilities, contracts and agreements with such labor, workforce, employees, individual contractors, and personnel; and

iii. for the performance, non-performance, acts, defaults, omissions, breaches, and negligence of such labor, workforce, employees, individual contractors, and personnel, as fully as if any such performance, non-performance, acts, defaults, omissions, breaches, or negligence were those of Developer.

b. The retention of any labor, workforce, employee, individual contractor, or personnel (at any tier) by the Developer shall not relieve the Developer of its obligations and liabilities under this Agreement, or increase the City’s obligations and liabilities, or deprive the City of any rights, in each case under this Agreement.
c. Developer shall ensure that all Work shall be performed and, as applicable, supervised by personnel:
   i. who are careful, skilled, experienced and competent in their respective trades or professions;
   ii. who are professionally qualified to, and who hold all necessary registrations, permits, approvals and licenses to, perform or supervise the relevant part Work pursuant to this Agreement; and
   iii. who shall assume professional responsibility for the accuracy and completeness of the relevant part Work performed or supervised by them.

d. All Developer personnel must conduct themselves in an orderly and disciplined manner while engaged in the performance of the Project both on and off of the Site, including elsewhere on the NWC Campus and in Adjacent Facilities and the Adjacent Community. The Developer shall enforce acceptable and appropriate conduct by all Developer personnel to enhance job and public safety and to present to the public the best possible image of City construction activities.

e. At the City's reasonable request, the Developer shall discipline, reassign, or remove from the Project all personnel who the City requests be disciplined, reassigned or removed including due to incompetence, disorderly or abusive behavior, criminal conduct, uncooperativeness, refusal to comply with safety requirements, or otherwise manifest unfitness to perform the assigned task.

14.4. Community Equity and City Requirements for Subcontracts and Subcontractors

The Developer shall comply with the following requirements set forth in Schedule 20:

a. “Housing” set forth in Section 2 of Schedule 20;

b. “Workforce” with respect to the D&C Work and the O&M Work, set forth in Section 4 of Schedule 20;

c. “Design Character”, including the City’s Public Art Program, set forth in Section 5 of Schedule 20;

d. “Community Support” set forth in Section 6 of Schedule 20; and

e. certain additional requirements set forth in Section 7 of Schedule 20.

14.5. Ethical Standards

a. Within 90 days after the Effective Date, the Developer shall adopt written policies establishing ethical standards of conduct for the Developer and all Developer-Related Entities, including Developer’s supervisory and management personnel in dealing with: (a) the City; and (b) employment relations in connection with the Project. Such policy shall be subject to review and comment by the City prior to adoption solely with respect to compliance with the terms of this Section 14.5. Such policy shall include standards of ethical conduct concerning the following:
   i. restrictions on gifts and contributions to, and lobbying of, the City and any of its officers and employees;
   ii. protection of employees from unethical practices in selection, use, hiring, compensation or other terms and conditions of employment, or in firing, promotion and termination of employees;
   iii. protection of employees from retaliatory actions (including discharge, demotion, suspension, threat, harassment, pay reduction or other discrimination in the terms
and conditions of employment) in response to reporting of illegal (including the
making of a false claim), unethical or unsafe actions or failures to act by Developer
or any Developer-Related Entity;
iv. restrictions on directors, members, officers or supervisory or management
personnel of Developer or any Developer-Related Entity engaging in any
transaction or activity, including receiving or offering a financial incentive, benefit,
loan or other financial interest, that is, or to a reasonable person appears to be, in
conflict with or incompatible with the proper discharge of duties or independence
of judgment or action in the performance of duties, or adverse to the interests of
the Project or employees; and
v. restrictions on use of office or job position for a purpose that is, or would to a
reasonable person appear to be, primarily for the private benefit of a director,
member, officer or supervisory or management person, rather than primarily for
the benefit of Developer or the Project, or primarily to achieve a private gain or an
exemption from duty or responsibility for a director, member, officer or supervisory
or management person.

b. Developer shall cause its directors, members, officers and supervisory and management
personnel, and require those of all Developer-Related Entities, to adhere to and enforce
the adopted policy on ethical standards of conduct for the Project. Developer shall establish
reasonable systems and procedures to promote and monitor compliance with the policy.

14.6. No Employment of Illegal Aliens to Perform Work under the Agreement

a. This Agreement is subject to the Certification Ordinance.

b. The Developer certifies that:
   i. at the time of its execution of this Agreement, it does not knowingly employ or
      contract with an illegal alien who shall perform work under this Agreement; and
   ii. it shall participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S.,
      to confirm the employment eligibility of all employees who are newly hired for
      employment to perform work under this Agreement.

c. The Developer also agrees and represents that:
   i. it shall not knowingly employ or contract with an illegal alien to perform work under
      the Agreement.
   ii. it shall not enter into a contract with a subcontractor that fails to certify to the
      Developer that it shall not knowingly employ or contract with an illegal alien to
      perform work under the Agreement;
   iii. it has confirmed the employment eligibility of all employees who are newly hired
      for employment to perform work under this Agreement, through participation in the
      E-Verify Program;
   iv. if it obtains actual knowledge that a subcontractor performing work under the
      Agreement knowingly employs or contracts with an illegal alien, it shall notify such
      subcontractor and the City within three (3) days. The Developer shall also then
      terminate such subcontractor if within three (3) days after such notice the
      subcontractor does not stop employing or contracting with the illegal alien, unless
      during such three-day period the subcontractor provides information to establish
      that the subcontractor has not knowingly employed or contracted with an illegal
      alien; and
v. it shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. § 20-90.3.

d. The Developer is liable for any violations as provided in the Certification Ordinance. If Developer violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement in accordance with Section 30.2.2. If the Agreement is so terminated, notwithstanding the limitations set out in Section 30.3 and 30.4, the Developer shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Developer from submitting bids or proposals for future contracts with the City.

15. SUBCONTRACTING REQUIREMENTS

15.1. Developer Responsibility for Subcontractors and Private Development Subcontractors

a. As between the Parties, the Developer shall be solely responsible for the selection, pricing, and performance of all Subcontractors (of every tier) and all Private Development Subcontractors (of every tier) and all other Persons for whom or for which Developer is directly or indirectly responsible by contract or pursuant to Law, and for the performance, non-performance, acts, defaults, omissions, breaches, and negligence of the same, as fully as if any such performance, non-performance, acts, defaults, omissions, breaches, or negligence were those of Developer.

b. The retention of any Subcontractor (of any tier) and any Private Development Subcontractor (of any tier) by the Developer shall not relieve the Developer of its obligations and liabilities under this Agreement, or increase the City's obligations and liabilities, or deprive the City of any rights, under this Agreement.

c. The Developer shall retain or cause to be retained only Subcontractors and Private Development Subcontractors that are at all times qualified, licensed experienced, capable in the performance of the portion of the Work or Private Development within their proposed scope of work.

15.2. Subcontract Terms and Approvals

15.2.1. Mandatory Terms

Each Subcontract, and any amendments or supplements thereto, shall comply with, and, as applicable, incorporate the terms set out in, Schedule 13.

15.2.2. Initially Accepted Principal Subcontracts and Subcontractors

The Parties acknowledge and agree that as of the Effective Date Developer has entered into the following Subcontracts with the following Subcontractors with the City’s consent:

a. [ ];

b. [ ]; and

c. [ ],

provided that the City’s consent to the Developer’s entry into the foregoing Subcontracts with the above named Subcontractors does not and shall not, pursuant to Section 5.3 of Annex A, waive any City rights with respect to any non-compliance of such Subcontracts with this Agreement.

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6 Note to Draft: To complete prior to execution.
15.2.3. Restrictions on Entry into, Amendments and Terminations of Subcontracts

a. The Developer shall not enter into any new Principal Subcontract without the prior Approval of the City, in its discretion, including as to the identity of the Subcontractor.

b. Without limiting its obligations under Section 24.2 with respect to the Lead Real Estate Developer, the Developer shall not undertake any of the following without the prior Approval of the City, in its discretion, as applicable, of the relevant terms and/or Subcontractor:

i. enter any new Principal Subcontracts;

ii. enter into any agreement, amendment, or waiver materially and adversely affecting the performance of any Principal Subcontract, other than to the extent necessary to reflect a corresponding amendment to, or Change under, this Agreement;

iii. terminate or permit or suffer any termination of, any Principal Subcontract (in whole or in material part), other than in conjunction with the City’s Approval of either a replacement of such Principal Subcontract or Developer’s self-performance of any relevant part of the Work;

iv. assign or transfer any of its, or permit or suffer any assignment or transfer by a Principal Subcontractor of any of such Principal Subcontractor’s, rights and/or obligations under any Principal Subcontract (in whole or in material part), other than pursuant to any related [Lenders’ Subcontract Direct Agreement] (as such term is defined in the relevant Principal Subcontractor Direct Agreement); or

v. in any material respect, fail to perform, depart from its obligations, fail to enforce or waive, or allow to lapse any rights it may have (or procure that others in any material respect either fail to perform, depart from their obligations, fail to enforce or waive, or allow to lapse any rights it may have) under any Principal Subcontract, except to the extent that any such action or failure to act by Developer shall have no material adverse impact on:

A. the performance by Developer of its obligations under this Agreement; or

B. the rights of the City under this Agreement, the Lead Real Estate Development Subcontract, or under any Principal Subcontractor Direct Agreement,

in each case where the City may require as a condition of such Approval that (x) the Developer simultaneously executes and delivers (and ensures that the relevant Principal Subcontractor executes and delivers) to the City for counter-signature a Principal Subcontractor Direct Agreement to the extent such is not already in place and/or (y) a guaranty or equivalent support from a Financially Responsible Party in form and substance Approved by the City.

c. Without the prior Approval of the City, the Developer shall not self-perform any part of the Work which previously was to be performed under the terms of a Principal Subcontract or other direct Subcontract.

d. In all cases the Developer shall source or procure new and replacement Subcontracts through an arms’ length, competitive transactions.

15.3. Subcontracting with Affiliates

a. Without limiting its obligations under Section 15.1, Developer shall have the right to have Work and/or Private Development directly or indirectly performed by Affiliates of itself or any of its Equity Members (including any Affiliate that may be a Principal Subcontractor or
other Subcontractor or any Private Development Subcontractor as identified in the Preferred Proposer’s Proposal) only if the following conditions are satisfied:

i. the Affiliate shall be qualified, experienced, and capable in the performance of the relevant scope of work;

ii. the Developer shall execute, or have executed, written Subcontract or Private Equity Subcontract with the Affiliate including, at the City’s reasonable requirement, a guaranty or equivalent support from a Financially Responsible Party in form and substance Approved by the City;

iii. such Subcontract (but not any Private Development Subcontract) shall be subject to the City’s prior Approval;

iv. such Subcontract and any Private Development Subcontract shall:

   A. be on terms consistent with this Agreement and Good Industry Practice;
   B. be on terms no less favorable to Developer (or, as applicable, its Subcontractor) than those that Developer (or such Subcontractor) could reasonably obtain in an arms’ length, competitive transaction with an unaffiliated Subcontractor;
   C. be in form and substance similar to Subcontracts or Private Development Subcontracts then being used by Developer or its Subcontractors, as applicable, for similar work or services with unaffiliated Subcontractors; and
   D. set out the scope of work and services thereunder and all the pricing, terms and conditions in relation to such scope of work and services.

b. Developer shall make no payments to Affiliates for work or services in advance of provision of such work or services under the terms of a Subcontract or Private Development Subcontract that complies with Section 15.3.a, except for reasonable mobilization payments or other payments consistent with arm’s length, competitive transactions of similar scope.

15.4. Subcontractor Claims

The City acknowledges and agrees that:

a. the Principal Subcontracts may provide that the Principal Subcontractors may claim relief from Developer only if and to the extent that such claim or relief is granted to Developer under this Agreement; and

b. the City shall not preclude the Developer from advancing any claim or seeking any relief under this Agreement solely by reason that Developer is not liable to a Principal Subcontractor under a Principal Subcontract until and/or only to the extent that such claim or relief is granted by the City to Developer under this Agreement,

provided that all such claims shall be made and administered by Developer, and nothing in this Section creates any contract or obligation directly between or among the City and any Principal Subcontractor or gives any Principal Subcontractor any rights against the City.

15.5. Payment of Subcontractors

15.5.1. Prompt Payment

The Developer shall comply, and shall cause each Subcontractor to comply, with the provisions of Article VII of Chapter 20 of the Denver Revised Municipal Code (together with the Prompt Payment Guidelines promulgated thereunder and the Rules and Regulations adopted by the Manager of the

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Department of Public Works of the City adopted in connection with such provisions of the Code, Colorado Revised Statutes § 24-91-103 and any other Law relating to prompt payment of contractors and/or subcontractors.

15.5.2. Retainage

The Developer shall be required to deduct and retain no less than 5% from the total amount of all payments to Subcontractors, other than final payment.

15.5.3. Subcontractor Claims

a. In accordance with Schedule 12, all Subcontractors shall be required to file Subcontractor Claims with the Developer.

b. Notwithstanding the foregoing, if the Developer or the City receives a Subcontractor Claim from any Subcontractor pursuant to C.R.S. § 28-26-107, such Party shall promptly notify the other Party and provide copies of all documentation received related to the Subcontractor Claim.

c. The Developer shall, within 15 Calendar Days of notice of the existence of a Subcontractor Claim, deposit an amount equal to the amount of such Subcontractor Claim in a Subcontractor Account. The Developer’s obligation to deposit and then maintain funds as provided herein shall continue until Final Acceptance, provided that at all times the Developer shall maintain the full amount of the Subcontractor Claim in the designated account until the Subcontractor Claim is settled or resolved.

d. The Developer shall provide to the City quarterly reports regarding any Subcontractor Claims and the status of accounts held pursuant to this Section 15.5.3.

e. For certainty, none of the provisions of this Section 15.5.3 shall be for the benefit of or enforceable by any third party.

15.6. Documentation of Subcontracts

The Developer shall deliver to the City a copy of:

a. each Principal Subcontract and any amendments thereto promptly following execution of the same; and

b. each Subcontract other than a Principal Subcontract, and any amendments to such Subcontract, promptly following the City’s request.

PART E: PROJECT MANAGEMENT AND PUBLIC OVERSIGHT

16. RECORD KEEPING

16.1. Project Records

16.1.1. General Obligation to Maintain Project Records

The Developer shall (and shall require that each of its Subcontractors and each of their respective Subcontractors shall) at all times create and maintain full and complete Project Records.

16.1.2. Standards for Maintenance of Project Records

The Developer shall (and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall):

a. create and maintain Project Records in the format or formats (hardcopy, analog, digital, or otherwise) determined from time to time by reference to the requirements and standards set out in the definition of “Project Records”;
b. maintain originals or copies of all Project Records that are otherwise required to be maintained in a physical format at a location in the State; and
c. develop and maintain procedures to backup and secure all Project Records that comply with Law and Good Industry Practice.

16.1.3. Inspection of Project Records

a. The Developer shall, without charge:

i. make its Project Records available for inspection by the City at its principal offices in the State, or at such other facilities as the City may reasonably require to the extent records are maintained at such other facilities:
   A. during normal business hours (and, upon reasonable request, at times outside normal business hours); and
   B. upon reasonable notice, unless the City has a good faith suspicion of fraud in which case no prior notice shall be required;

ii. allow the City to make physical and digital extracts and take notes during any inspection and, upon request, furnish physical and digital copies of Project Records to within 24 hours of any request; and

iii. no later than [deadline to be set out in a subsequent Addendum], institute a protocol Approved by the City with respect to digitizing all Project Records as required by Law, Good Industry Practice, any contractual agreement or Permit, or subject to the prior written request of the City, and for making all Project Records created or maintained in digital formats available for real-time, “24/7” secure remote access by the City to the extent reasonably practicable, and Developer shall thereafter comply with such protocol at its cost and expense.

b. The Developer furthermore agrees that any duly authorized representative of the City, including the City Auditor or their representative, shall, until the third anniversary of the Termination Date or the Expiry Date, have access to and the right to examine any directly pertinent Project Records involving transactions related to this Agreement.

16.1.4. Subcontractor Project Records

a. The Developer shall ensure that each of its Subcontractors and each of their respective Subcontractors shall, either directly or through Developer and in either case without charge, make its Project Records available to the City for inspection on terms equivalent to those set out in Section 16.1.3.

b. To the extent any Project Records are in the exclusive possession of a Subcontractor that fails to make such records available, the Developer shall notify the City of such occurrence, identify the Project Records that are unavailable, and describe what efforts unavailable the Developer has made to secure compliance or otherwise obtain such Project Record, including through the imposition of liquidated damages or other monetary remedies available to the Developer.

16.1.5. General Limitations on Disclosure

Notwithstanding anything to the contrary contained in this Agreement:

a. the Developer shall comply with the provisions of Section 17 with respect to Project Records that are also Privacy Records,

b. the Developer shall not be required to disclose, or to ensure the disclosure by any of its Subcontractors and/or of their respective Subcontractors of, any Project Records protected
by attorney-client or other legal privilege or protection under Law based upon an opinion of counsel (such counsel to be Approved by the City) unless such disclosure is otherwise compelled by Law; and

c. to the extent permitted by Law, the Parties agree that the Financial Model shall at all times be treated by the Parties as proprietary and confidential commercial non-public information


a. The Developer shall in the course of conducting the Work and generating and collecting fees and revenues develop, maintain and publicly disclose including to individuals who are or may be employees, patrons, tenants, or users of, or visitors to the NWC Campus, procedures designed to maintain Privacy Records as confidential information in compliance with Laws on and Good Industry Practice.

b. Furthermore, the Developer shall:

i. comply with all Laws and Good Industry Practice limiting, restricting or pertaining to collection, use, confidentiality, privacy, handling, retention, reporting, disclosure or dissemination of Privacy Records;

ii. hold Privacy Records solely in strictest confidence subject to the terms of this Agreement and Law;

iii. implement physical, electronic and managerial safeguards to prevent unauthorized access to Privacy Records, including provision for the periodic destruction of Privacy Information in accordance with [standard to be added in a subsequent Addendum];

iv. not to make use of Privacy Records for any purpose other than the performance of elements of the Work in connection with which such records were generated;

v. only release Privacy Records to:

A. the City upon written request; and

B. authorized employees or Subcontractors of the Developer requiring such records and information for the purpose of carrying out obligations under this Agreement, subject to the terms of an executed nondisclosure or confidentiality agreement; and

vi. immediately upon expiration or termination of this Agreement, at the City’s discretion:

A. return all Privacy Records to the City or, at the City’s direction, destroy such Privacy Records; or

B. take whatever other steps the City reasonably requires of the Developer to protect Privacy Records.

c. Notwithstanding the foregoing, [to incorporate provision on data sharing with the City and the Authority].

d. The provisions of this Section 16.1.6 shall not limit the Developer’s obligations under Schedule 9.

7 Note to Proposers: Recognizing that this is a partnership the Developer will pursuant to a subsequent Addendum be required to share data with the City / Authority including: access to lists resulting from ticket sales of Events; aggregate demographic data resulting from ticket purchases for Events; other data that may result from customers opting-in to get information about Events; and access to survey event-goers in person or electronically at events in the publicly owned venues.
16.1.7. Retention of Project Records

a. Subject to Section 16.1.6 with respect to the periodic destruction of certain Privacy Records, each individual Project Record shall be retained for a period of at least seven years after such Project Record is first generated, or for such longer period as may be required pursuant to this Agreement.

b. Notwithstanding Section 16.1.5, the Developer shall (and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall) retain and make available pursuant to this Section 16.1.7.a, all Project Records:
   i. that relate to a Claim or Dispute until any later date that such matters are Agreed or Determined; and
   ii. in existence on the last Calendar Day of the Term (or the equivalent under any Subcontract) until the later of the seventh anniversary of such day and any date as may be required pursuant to this Agreement.

16.1.8. Survival of Obligations

Developer’s obligations under this Section 16.1 shall survive until the later of:

a. the seventh anniversary of the Expiry Date (or, if applicable, the Termination Date); and

b. with respect to the retention of any Project Record, such date as determined pursuant to Section 16.1.6.

c. which may only be reviewed by and accessed by the City pursuant to this Agreement.

16.2. Financial Reports

In addition to all the Developer’s other obligations to prepare and deliver reports and other materials under this Agreement at the relevant times, the Developer shall provide the City with copies of:

a. its own and the Lead Real Estate Developer’s unaudited quarterly and annual accounts within 20 Working Days after such accounts have been finalized or, if earlier, 30 Working Days of the end of the relevant period;

b. its own and the Lead Real Estate Developer’s audited annual accounts within 20 Working Days after publication (or, if not published, after such accounts have been finalized) together with an opinion thereon of an independent public accountant of national stature in the United States of America;

c. certified copies of the Developer’s draw requests to Lenders within two Working Days following delivery by the Developer of the relevant documentation; and

d. its own and the Lead Real Estate Developer’s unaudited monthly cash flow of receipts from any revenue generating activities which are permitted under Section 8.3 within 10 Working Days of the end of the relevant month.

16.3. Additional Reports

The Developer shall deliver to the City, not later than January 31 of each Calendar Year through Final Acceptance, and upon Final Acceptance, signed certifications regarding suspension, debarment, ineligibility, voluntary exclusion, convictions and civil judgments from Developer, from each affiliate of Developer (as “affiliate is defined in 2 C.F.R. § 180.905), and from each Subcontractor and each Private Development Subcontractor whose subcontract amount equals or exceeds US$25,000.
17. COLORADO OPEN RECORDS ACT

a. Notwithstanding anything to the contrary contained in this Agreement, Developer acknowledges and agrees that:
   i. all Submittals and other Project records provided by or on behalf of the Developer to the City or produced pursuant by or on behalf of the Developer pursuant to this Agreement are subject to CORA.
   ii. this Agreement, except as provided for in Section 16.1.5 shall not be treated as CORA Exempt Materials and may be disclosed by the City without restriction.

b. Prior to [under consideration], the Developer shall submit to the City for, and have received, Acceptance of a written protocol for the disclosure and, as applicable, exemption from disclosure of Project Records in compliance with CORA and other Laws applicable to the disclosure of such Project Records. Such protocol shall include provisions to address disclosure and sharing of Project Records among Developer-Related Entities and with any of their Lenders, regulators or rating agencies, in each case in the ordinary course of business and in connection with the Project. Developer shall (and shall ensure that each Developer-Related Entity shall) comply with any such Approved protocol.

c. The City is not bound by the Developer’s determination as to whether any Project Record contains CORA Exempt Materials or is subject to disclosure under CORA and reserves the right to independently determine what Project Records are required to be made available for inspection or otherwise produced under CORA. Furthermore, the City shall not be responsible or liable to Developer or any other Person for the disclosure of any Project Records if the disclosure:
   i. is required by Law;
   ii. is permitted by Law (excluding any disclosure of CORA Exempt Materials);
   iii. is required by court order;
   iv. occurs through inadvertence or mistake; or
   v. is compliant with the protocol Approved pursuant to Section 17.b.

d. In the event the City receives a CORA request for Project Records that are in the custody and control of Developer-Related Entities, he City shall promptly notify the Developer of the same in accordance with the protocol Approved pursuant to Section 17.b and the Developer shall cooperate with the City and shall cause all Subcontractors and each of their respective Subcontractors to cooperate, in responding to such request in a timely manner under CORA or otherwise in accordance with the protocol Approved pursuant to Section 17.b.

e. If the City agrees with the Developer’s determination that Project Records identified as CORA Exempt Materials, the City shall withhold such Project Records from inspection or disclosure under CORA. If the City disagrees with the Developer’s determination, it shall notify the Developer of its intent to make the Project Records available under CORA. The Developer shall then promptly, and in any event within the period provided in the protocol Approved pursuant to Section 17.b, object by notice to the City where failure to do so shall result in waiver of claims and privilege.

f. The City shall determine in its discretion whether to undertake the defense of any request for disclosure of Project Records, or whether to require the Developer to itself seek a court order to prevent disclosure or intervene in any lawsuit arising out of a request for disclosure to protect and assert its claims of privilege against disclosure of the relevant Project Records. The Developer agrees to use Reasonable Efforts to assist the City (and to secure
the assistance of the City by each of Developer’s Subcontractors and of each of their Subcontractors) in any defense undertaken by the City. The Developer further agrees that any failure to undertake any defense or intervention pursuant to this provision and/or to assert claims of privilege against disclosure in relation to CORA Exempt Materials shall result in the waiver of its rights to the same.

g. The Developer agrees to release and defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs, including reasonable attorneys’ fees, arising out of or in any way relating to requests for disclosure of material provided or produced in response to this RFQ/RFP.

h. In the event of the filing of a lawsuit to prevent or compel disclosure of Project Records, the Developer agrees that the City may tender all responsive materials to the court for judicial determination of the issue of disclosure.

i. Developer shall be responsible for all costs associated with defending any request or lawsuit for disclosure of any Project Records claimed by Developer to be exempt from disclosure under CORA, whether such records are in the custody of Developer (or any other Developer-Related Entity) or the City. In connection with this obligation, the Developer acknowledges and agrees that its obligation to release, protect, defend, indemnify, reimburse, and hold harmless the Indemnified Parties pursuant to Section 22 shall include all liabilities and Claims, including for damages or other Losses, in each case against or suffered by an Indemnified Party arising out of, or resulting from, or related to, requests for disclosure of Project Records, including in connection with the defense against any such defense:

j. Developer shall not (and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall not) disclose any Project Records to any Person, other than:

   i. as expressly permitted by this Agreement;
   ii. as required by Law or a court order;
   iii. in compliance with the protocol Approved pursuant to Section 17.b or, prior to Approval of such protocol, among Developer-Related Entities, their Lenders, regulators and rating agencies, in the ordinary course of business in connection with the Project and subject to customary safeguards regarding the confidential treatment of such records; or
   iv. with the City’s prior Approval, in its discretion,

and, in each case, where such information relates to a member of the public, Developer shall not disclose or make use of any such information otherwise than for the purpose for which it was provided and then only in compliance with Law, unless Developer has obtained the prior written consent of such Person and of the City.

18. INSPECTIONS AND AUDITS

18.1. Site Inspections and Annual Survey and Audit Rights

18.1.1. Inspections of the Site

   a. The City and its authorized agents shall have an unrestricted right to enter the Site from time to time, including in order to:

      i. inspect the state and progress of the Work and to monitor compliance by Developer with its obligations under this Agreement, including by conducting
inspections, surveys, sampling, measurements, observations, testing, and other reasonably necessary oversight activities;

ii. conduct routine, in-depth, or any other type of inspection or other oversight activity in accordance with its standard practices;

iii. any other inspection or oversight activity expressly contemplated by this Agreement; and/or

iv. for any other purpose that the City reasonably determines to be necessary, provided that any such activities are conducted pursuant to Section 18.1.3.

b. In exercising its rights under this Section 18.1.1, the City shall at all times comply with all relevant site rules and safety regulations in relation to the Site.

c. The Building Inspection Division shall perform building code compliance inspections for structures designed for human occupancy. It is the Developer’s responsibility to schedule and obtain these inspections. If a code compliance inspection results in a condition which shall be at variance to the Agreement, the Developer shall immediately notify the City and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

18.1.2. Survey and Audit Rights

a. In addition to the rights provided for in Section 16.1, once in every Calendar Year, and at additional times if the City reasonably believes that Developer is in breach of its obligations under this Agreement, the City may carry out or cause the carrying out of:

i. a survey of the Project and the Work (or part of the Project and the Work) by a suitably qualified independent expert (not being an employee or consultant of the City that has otherwise been materially involved in the Project (except for purposes of conducting a prior survey)); and

ii. without limited its rights under Section 16.1, an audit of Project Records and Developer’s compliance with its obligations under this Agreement.

b. The City shall notify Developer in writing a minimum of 10 Working Days in advance of the date it wishes to carry out a survey or audit described in Section 18.1.2.a, provided that no such prior notice shall be required if the City reasonably believe that Developer is in breach of its obligations under this Agreement. Unless a Developer Default has occurred and is continuing, the City shall consider in good faith any reasonable request by Developer for the survey or audit to be carried out on a different date if such request is made at least five Working Days prior to the notified date and Developer (acting reasonably) is able to demonstrate that carrying out the survey on the notified date would materially prejudice Developer’s ability to perform its obligations or exercise its rights under this Agreement. The survey and audit described in Section 18.1.2.a may be conducted separately during any relevant Calendar Year.

18.1.3. Rules Governing Conduct of Inspections, Surveys, and Audits

a. When exercising its rights pursuant to Section 18.1.1 or Section 18.1.2, the City shall use Reasonable Efforts to minimize any unnecessary disruption to the Work and Developer’s performance of its obligations under this Agreement.

b. Subject to Sections 18.1.3.c, 18.1.3.c and 18.1.4.a.iii, as between the City and Developer, the cost of the inspection, survey, or audit conducted pursuant to Section 18.1.1 or Section 18.1.2, shall be borne by the City. For certainty, the City shall never be obligated to pay the
Developer any cost and expense the Developer incurs in connection with any inspection, survey or audit.

c. Developer shall, at its own cost and expense, use Reasonable Efforts to provide assistance to the City as required from time to time during the carrying out of any inspection, survey, or audit conducted pursuant to this Section 18.

18.1.4. Findings of Breach

a. If an inspection, survey, or an audit conducted pursuant to Section 18.1.1 or Section 18.1.2, is conducted in response to or identifies any Developer breach or Developer Default, the City may, as applicable and in its discretion:

i. notify Developer of the condition which the Project and the Work (or any part of the Project and the Work) should be in to comply with Developer’s obligations under this Agreement or, without altering Developer’s obligations hereunder, of other steps the City believe should be taken with respect to Developer’s obligations under this Agreement;

ii. without altering Developer’s obligations hereunder, specify a reasonable period within which Developer must carry out any rectification and/or maintenance work, or where rectification or maintenance work cannot rectify the non-compliance, to take reasonable steps to prevent the recurrence of such a non-compliance; and/or

iii. be reimbursed by Developer for the reasonable cost and expense of the inspection, survey or audit and any costs and expenses incurred by the City in relation to such inspection, survey or audit (or, in the case of a breach that is not a Developer Default, such parts of the inspection, survey or audit that the City reasonably determines were necessary to identify such breach).

b. Notwithstanding any action by the City pursuant to Section 21.4, Developer shall promptly (or within such other period of time as is required or expressly permitted by Law and the provisions of this Agreement) rectify any non-compliance identified by any survey or audit conducted pursuant to this Section 18.1.

18.2. Right to Conduct Physically Intrusive Inspections

a. The City shall have the right, at any time prior to the Final Acceptance Date or prior to completion of any Renewal Work and upon reasonable notice, to require Developer to permit physically intrusive inspections by the City of any part or parts of the D&C Work or Renewal Work including by opening up covered or sealed portions of the Work, when the City reasonably believe that such part or parts of the D&C Work or Renewal Work do not comply with the requirements of this Agreement. In carrying out any such inspection the City shall use Reasonable Efforts to minimize unnecessary disruption to the Work and Developer’s performance of its obligations under this Agreement.

b. If, following the exercise by the City of its right pursuant to Section 18.2.a, an inspection shows that the relevant part or parts of the D&C Work or Renewal Work:

i. does not or do not comply with the requirements of this Agreement, then Developer shall rectify such noncompliance at its own cost and expense and the City shall be entitled to be reimbursed by Developer for the reasonable cost and expense incurred by the City in relation to such inspection conducted pursuant to Section 18.2.a (or, in the case of a noncompliance that is not a Developer Default, such parts of the inspection that the City reasonably determine were necessary to identify such noncompliance) and
ii. If a Developer or its Partner fails to comply or comply with the requirements of this Agreement, such inspection shall be treated as a Compensation Event, except to the extent that such inspection was carried out in response to Developer breaching its obligation to maintain Project Records pursuant to Section 16.1, which Project Records, if maintained in accordance with this Agreement, would have demonstrated that the relevant part or parts of the D&C Work or Renewal Work complied with the requirements of this Agreement.

c. The Parties acknowledge that the exercise of such rights pursuant to this Section 18.2 shall not in any way affect the obligations of Developer under this Agreement except as expressly set out in this Section 18.2 or elsewhere in this Agreement.

PART F: PERFORMANCE MANAGEMENT

19. PERFORMANCE-BASED DEDUCTIONS

Pursuant to Schedule 5, the City may make Deductions from the Availability Payments.

20. PERSISTENT BREACH

a. Any Initial Warning Notice served by the City to Developer shall:
   i. specify that it is an Initial Warning Notice;
   ii. give reasonable details of the breach by Developer; and
   iii. state that the relevant breach is a breach which, if it continues more than for the period of time specified in Section 20.b.i or recurs as specified in Section 20.b.ii, may result in a Developer Default for Persistent Breach, provided that an Initial Warning Notice may not be served with respect to any incident of breach which has previously been the subject of a separate Initial Warning Notice or a Final Warning Notice.

b. If the breach specified in an Initial Warning Notice:
   i. continues beyond 30 consecutive Calendar Days after the date of service of the Initial Warning Notice; or
   ii. recurs three or more times in any six consecutive month period after the date of service of the Initial Warning Notice,

then the City may serve another a Final Warning Notice to Developer which shall:
   iii. specify that it is a Final Warning Notice;
   iv. state that the breach specified has been the subject of an Initial Warning Notice; and
   v. state that the continuation of such breach for more than 30 consecutive Calendar Days after the date of service of the Final Warning Notice or reoccurs two or more times within the six consecutive month period after the date of service of the Final Warning Notice shall constitute a “Persistent Breach” and constitutes a Developer Default.

21. RIGHTS TO INTERVENE

21.1. Refusal of Access

a. The City reserves the right to refuse (or, alternatively, authorize another Campus Partner to refuse) access to the Site or any other part of the NWC Campus by any Person:
i. if the City reasonably believes that:
   A. the presence or activities of such Person on or about the Site and/or the NWC Campus represents a material threat or risk to the health or safety of any person, the Environment or any facility, building, or structure, the community, or property, or otherwise of any Adjacent Facility, Adjacent Project, or the Adjacent Community;
   B. such Person is impermissibly under the influence of alcohol or drugs; or
   ii. such Person is acting or threatening to act in a violent, harassing, discriminatory, or illegal manner, or such Person previously acted in such a manner; or
   iii. who previously committed any of the conduct described above while accessing on or about the Site and the NWC Campus.
   
b. The City’s rights under this Section 21.1 in no way relieve the Developer of any responsibility for the Site, the Work, and any Private Development and any Private Development Area, as provided for under this Agreement, and in no way shall the City’s exercise, or failure to exercise, these rights imply any liability or responsibility of the City for the Site and the Work other than as expressly provided for under this Agreement.

21.2. Remedial Plans and Increased Oversight

a. The City may, in its discretion, at any time when:
   i. The D&C Increased Oversight Threshold or the O&M Increased Oversight Threshold, as applicable, has been exceeded;
   ii. the Developer fails to achieve Occupancy Readiness of any Triangle Public Element by the applicable Project Schedule Milestone Completion Date;
   iii. there are material Defects in the Work;
   iv. any Developer Default has occurred and not been cured;
   v. any Developer Fault Event has caused an ongoing threat to the health or safety of any person, the environment or built improvements, the community or property; and/or
   vi. Developer has materially failed to comply with this Agreement (other than with respect to any breach that constitutes a Failure) which failure remains uncured, require Developer by notice to promptly prepare and submit for Approval, in the City’s discretion, a remedial plan to remedy such event and prevent its recurrence. The City shall be entitled to take action pursuant to Section 21.5 if Developer fails to promptly prepare and submit, or following such discretionary Approval, comply with, such remedial plan.

b. Following such discretionary Approval of such plan, Developer shall be required to comply with such plan and/or increase the level of its monitoring of the Developer relative to the prior standard of practice under this Agreement prior to such event until such time as Developer shall have demonstrated to the reasonable satisfaction of the City that it is capable of performing and shall perform all its obligations under this Agreement.

c. The Developer shall bear its own costs and expenses and pay to the City on demand all reasonable costs and expenses incurred by or on behalf of the City in relation to any increased level of monitoring imposed in accordance with Section 21.2.b together with an increased oversight fee of $[ ] with respect to the City’s own internal costs in the event such are incurred other than as a result of a Developer Fault Event (in which case the City shall be entitled to recover its actual internal costs).
21.3. Safety Compliance Orders
   a. The City is entitled from time to time to issue Safety Compliance Orders to Developer with respect to the Work and the Private Development to correct a specific safety condition or risk involving the Project that the City has reasonably determined exists through investigation or analysis.
   b. The City shall use good faith efforts to inform Developer at the earliest practicable time of any circumstance or information relating to the Work or the Private Development which in the City’s reasonable judgment is likely to result in a Safety Compliance Order. Except in the case of an Emergency, the City shall consult with Developer prior to issuing a Safety Compliance Order concerning the risk to the Users’, public, or worker safety, alternative compliance measures, cost impacts, and the availability of Developer resources to fund the required Work.
   c. Subject to conducting such prior consultation, the City may issue Safety Compliance Orders to Developer at any time from and after the Effective Date.
   d. Developer shall implement all Safety Compliance as expeditiously as reasonably possible following issuance of the Safety Compliance Order. Developer shall diligently prosecute the work necessary to achieve such Safety Compliance until completion. In no event shall Developer be entitled to claim that any Supervening Event relieves the Developer from compliance with any Safety Compliance Order.

21.4. Suspension of Work
   a. In addition to the right of the City to suspend the Work under any other provision of this Agreement, the City shall have the right and authority to suspend, in whole or in part, the Work by written order to Developer. Any such order shall state the City’s reasons for the required suspension of the Work and any Private Development.
   b. In addition to the right of the City to suspend the Work under any other provision of this Agreement, the City shall at all times have the right and authority to suspend, in whole or in part, the Work by written order to the Developer, with or without cause. Any such order shall state the City’s reasons for the required suspension of the Work.
   c. Upon receipt of a suspension order, the Developer shall comply with its terms immediately and take all reasonable steps to eliminate or mitigate the Losses, schedule impacts, and other consequences of the suspension. The Developer shall thereafter promptly resume Work upon cancellation or expiration of a suspension order. While the Work, or a portion thereof, is suspended, the Developer:
      i. remains responsible for the Work and the Private Development and shall prevent damage, loss or injury to the Project, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project; and
      ii. shall continue other Work and Private Development not subject to the suspension.
   d. Except where any suspension of the Work by the City pursuant to Section 21.4 is made (and continues) in response to:
      i. any Developer Default that has occurred and not been cured;
      ii. any Developer Fault Event that has caused an ongoing threat to the health or safety of any person, the environment or built improvements, the community or property; or
iii. any other failure by the Developer failed to comply with a material term of this Agreement (other than with respect to any breach that constitutes a Failure) which failure remains uncured,

the issuance of any such suspension order (or the continuation of any such suspension order) shall constitute a Compensation Event.

e. The City shall be entitled to delegate the authority to suspend Work under this Section 21.4 upon notice to the Developer, provided that no such delegation shall limit the City’s rights to independently suspend work under this Section.

21.5. Intervention

a. Without limiting any other rights of the City under this Agreement, if the City reasonably believes that it needs to take action as a result of:

i. an emergency having occurred and being continuing, whether declared or undeclared, and including as a result of a threat to the health or safety of any person, the environment or built improvements, the community or property, or as such may require utilizing Facilities and other areas on the Site for emergency shelter or similar purposes;

ii. any Developer Default having occurred and not having been cured;

iii. any Developer Fault Event that has caused an ongoing threat to the health or safety of any person, the environment or built improvements, the community or property; or

iv. the Developer having failed to timely comply with its obligations pursuant to a [to update in a subsequent Addendum to reference remedial plans, remedy of defects etc.];

v. any other failure by the Developer failed to comply with a material term of this Agreement (other than with respect to any breach that constitutes a Failure) which failure remains uncured; and/or

vi. there being any necessity for the City to intervene or act in order to discharge a constitutional, statutory, or other legally binding duty,

then, subject to prior notice (to the extent reasonably practicable under the circumstances), the City may but is not required to take such action, including through direct intervention in the Work and the Project, as it deems reasonably necessary, and the Developer shall use reasonable efforts to give all necessary assistance to City while it is taking such action.

b. If the City takes any action pursuant to Section 21.5 other than as a result of an emergency, any costs and expenses of City incurred in taking, or as a result of taking, such action shall be payable by the Developer to the City, upon request.

PART G: INDEMNIFICATION AND INSURANCE

22. INDEMNIFICATION

22.1. No City Indemnity

The City has no obligation to, and shall not, release, protect, defend, indemnify, and hold harmless, the Developer or any other Person in connection with this Agreement and the Project.
22.2. **Developer Indemnity**

22.2.1. **Developer Agreement to Release, Protect, Defend, Indemnify, Reimburse, and Hold Harmless**

a. To the fullest extent permitted by Law, the Developer agrees to release, protect, defend, indemnify, reimburse, and hold harmless the City, its appointed and elected officials, agents and employees, each Campus Partner and each of its agents and employees (each of the City and each other such Person, an “Indemnified Party” and, collectively, the “Indemnified Parties”) for, from and against all liabilities and Claims, including for damages or other Losses, in each case against or suffered by an Indemnified Party arising out of, or resulting from, or related to, Developer’s performance or non-performance of any of the Developer’s obligations under this Agreement, the Work, or any Private Development, or breach by the Developer of this Agreement or [of the terms of any [deed]] with respect to any Private Development.

b. The Developer’s obligations under Section 22.2.1.a shall be interpreted in the broadest possible manner consistent with Law to release, protect, defend, indemnify, reimburse, and hold harmless each Indemnified Party.

c. In accordance with this Section 22.2 Developer shall defend any and all liabilities and Claims that are subject to Section 22.2.1.a which may be brought or threatened against or suffered by an Indemnified Party and shall pay on behalf of Indemnified Party any costs and expenses incurred by reason of such Claims, including court costs and attorney fees incurred in defending and investigating such liabilities and Claims or seeking to enforce the Developer’s obligations under Section 22.2.1.a. Such payments on behalf of Indemnified Parties shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement may support but shall in no way lessen or limit the liability of the Developer under the terms of Section 22.2.1.a.

e. Pursuant to Section 39, the Developer’s obligations under Section 22.2.1.a shall survive the expiration or termination of this Agreement.

22.2.2. **Acknowledgement and Agreement Regarding Developer Provided Architectural, Engineering, Surveying, or Other Design Services**

a. The Parties acknowledge and agree that pursuant to Colo. Rev. Stat. § 13-50.5-102(8)(c) Developer’s obligation to release, protect, defend, indemnify, reimburse, and hold harmless each Indemnified Party with respect any provision of this Agreement or element of the Work comprised of the Developer providing architectural, engineering, surveying, or other design services may be determined after the Developer’s liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties, in each case taking into account the provisions of this Agreement with respect to the adjudication and resolution of Disputes and the entry into binding agreements by the Parties.

b. To the extent permitted by Law, the Parties further agree that Section 22.2 constitute their prior mutual agreement as to how Developer’s relevant liability or fault shall be determined in all relevant cases.

22.2.3. **Claims by Employees**

The Developer’s indemnification obligation under Section 22.2.1.a in relation to Losses and/or Claims brought or threatened against or suffered by an employee of Developer, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, shall not be limited by any limitation on the amount or type of damages, compensation, or benefits.
payable by or for Developer or a Subcontractor under workers’ compensation, disability benefit or other employee benefits laws.

22.2.4. No Limitation on Third Party Agreements

The Developer agrees that its obligations under Section 22.2.1.a shall not limit its obligations or liabilities under any other similar provision in any Third Party Agreement or Permit and that, therefore, it shall release, protect, defend, indemnify, and hold harmless any Railroad, Utility Owner, or other third party Person in each case to the extent expressly required under the terms of any Third Party Agreement or any Permit, and that at the City’s reasonable request the Developer shall promptly provide written assurances to evidence such obligation.

22.3. Exclusions from Developer Obligations

Developer’s indemnification and hold harmless obligations under Section 22.2.1.a shall not extend to any Loss or Claim of an Indemnified Party to the extent that such Loss or Claim:

a. was directly caused by:
   i. a Supervening Event;
   ii. a City Default; or
   iii. the willful misconduct or sole negligence of such Indemnified Party; or

b. arose from, or as a consequence of, Developer’s performance of its obligations under this Agreement (and not due to any non-performance or any Developer Fault Event) and could not have been avoided by Developer.

22.4. Notice and Defense

22.4.1. Notice

If any of the Indemnified Parties receives notice of a liability or Claim or otherwise has actual knowledge of a liability or Claim that it believes is within the scope of Section 22.2.1.a, the City shall:

a. provide the Developer with notice of any such liability or Claim of which they are aware (together with a copy of all written materials that the Indemnified Parties receive asserting such Claim), provided, however, that any failure to give such notice shall not constitute a waiver of any rights of the City except to the extent that the rights of the Developer are actually prejudiced by such failure; and

b. subject to Section 22.5.2:
   i. tender to any applicable insurers or Developer, as applicable, the City’s defense of any liability or Claim resulting from the same; and
   ii. use Reasonable Efforts to cause each other Indemnified Party to tender to the insurers or the Developer, as applicable, such Indemnified Party’s defense of any liability or Claim resulting from the same.

22.5. Defense

22.5.1. Tender of Defense

a. Subject to Section 22.5.2, if and to the extent defense of any Claim that is subject to Developer’s indemnity under Section 22.2.1.a is tendered to Developer, then within 30 Calendar Days after the receipt of such tender, Developer shall notify the Indemnified Party whether it has tendered the matter to an insurer (if applicable).
b. Subject to Section 22.5.2, if the insurer under any Insurance Policy accepts any tender of defense with respect to any Claim that is subject to Developer's indemnity under Section 22.2.1.a or that is otherwise subject to such policy within the applicable time period required by Law:
   i. the Parties shall use Reasonable Efforts to cooperate in the defense proffered by such insurer, including (with respect to Developer) communication and coordination of Developer’s and its insurer’s defense strategy with the City and the City Attorney’s Office; and
   ii. for purposes of this Agreement, each applicable Indemnified Party shall be deemed to be an insured party under the relevant Insurance Policy.

c. If any such liability or Claim is not tendered to an insurer, or if an insurer has rejected the tender, Developer shall promptly notify the Indemnified Party whether Developer:
   i. accepts tender of defense and confirms the liability or Claim is subject to full indemnification under Section 22.2.1.a without any reservation of rights to deny or disclaim full indemnification;
   ii. accepts tender of defense with a reservation of rights, in whole or in part;
   iii. is incapable of accepting such tender of defense due to an Indemnified Party’s exercise of rights pursuant to Section 22.5.2, or otherwise has not been tendered defense of any relevant Claim by any Indemnified Party pursuant to Section 22.4.1.b.ii, or; or
   iv. rejects the tender of defense, in which circumstance the Indemnified Party shall be entitled to select its own counsel and control the defense of such Claim, including the right to settle the Claim without Developer’s consent:
      A. following consultation by the City (to the extent they are the relevant Indemnified Parties) with Developer; and
      B. without prejudice to such Indemnified Party’s right to be indemnified by Developer.

d. If Developer accepts tender of defense pursuant to Section 22.5.1.c.i or Section 22.5.1.c.ii, then, subject to Section 22.5.2, Developer shall have the right to select legal counsel for the Indemnified Party with the prior written consent of such Indemnified Party, provided that Developer shall be responsible for all costs and expenses related to such defense and each such counsel. In addition, if an Indemnified Party’s reasonable judgment, a conflict of interest exists between the Indemnified Party and Developer at any time during the defense of the Indemnified Party, the Indemnified Party may appoint independent counsel of its choice for the defense of the Indemnified Party as to such liability or Claim at the Developer’s cost and expense.

e. Notwithstanding any Developer acceptance of tender of defense pursuant to Section 22.5.1.c.i or Section 22.5.1.c.ii, Developer acknowledges and agrees that each Indemnified Party retains all rights with regard to settlement of any Claim that is subject to Developer’s indemnity under Section 22.2.1.a, and Developer (or counsel appointed by Developer or its insurer) shall seek the consent of such Indemnified Party (with respect to the City as an Indemnified Party, such consent not to be unreasonably withheld) and of the City Attorney’s Office to any settlement terms and conditions.

f. The Developer shall not be liable for any settlement by an affected Indemnified Party of a Claim that is subject to Section 22.2.1.a except:
22.5.2. Reservation of Rights Regarding Defense

The Developer acknowledges and agrees that:

a. the City Attorney’s Office may be required by Law to represent and defend the City with respect to any particular liability or Claim that is subject to Section 22.2.1.a;

b. certain other Indemnified Parties may have similar representation obligations and rights imposed by Law; and

c. consequently, the City and such other Indemnified Parties have the right in their discretion to:
   
   i. elect at any time to conduct their own defense with respect to a Claim that is within the scope of Section 22.2.1.a; or

   ii. agree to allow such defense to be conducted in whole, in part or in conjunction with counsel appointed by Developer or its insurer, subject (with respect to the City) to Approval, in its discretion, of such counsel by the City Attorney’s Office in its discretion.

23. INSURANCE COVERAGE AND CLAIMS

23.1. Insurance Policies and Coverage

23.1.1. City-Provided Insurance Policies

a. The City shall provide Project insurance under a ROCIP during the D&C Period. Coverage under such ROCIP shall be provided for Workers’ Compensation & Employer’s Liability, General Liability, Excess Liability, Contractors Pollution Liability and Builders Risk as outlined in Schedule 7 and as defined by the respective policies for each coverage, for the period from the start of D&C Work through [Substantial Completion and Final Acceptance] except as otherwise provided herein and in Schedule 7.

b. The City shall procure and maintain the City-Provided Insurance Policies strictly in accordance with the minimum coverage requirements and terms of coverage as set forth in Schedule 7. The City-Provided Insurance Policies described in Schedule 7 shall be procured and maintained by the City pursuant to the ROCIP, or such alternative or replacement insurance policies that the City may procure that meet the applicable requirements in Schedule 7.

c. The Developer shall, and shall cause all eligible Subcontractors to, enroll in the ROCIP in accordance with the enrollment instructions set forth in the ROCIP Project Insurance Manual and to comply with the terms and conditions thereof. Participation in the ROCIP is mandatory but not automatic.

d. Pursuant to the ROCIP, the City shall have certain rights and remedies, including:
   
   i. right to withhold payments due to Lead Contractor and/or other Subcontractors due to failure to comply with ROCIP requirements outlined herein and in Schedule 7;
ii. the right to suspend performance by Developer and Lead Contractor due to failure to comply with ROCIP requirements;

iii. the right to exclude any Subcontractor from the ROCIP, before or after enrollment by the Subcontractor; and

iv. the right to furnish other insurance coverage of various types and limits if such coverage is not less than that specified in this Agreement to be provided by the City.

e. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the ROCIP Project Insurance Manual, the provisions of this Agreement shall prevail.

f. The City shall invite the Developer to participate in the insurance reviews conducted by the City and the selected ROCIP insurer regarding the status of claims and reserves, as such reviews are conducted from time to time, and, at the election of the Developer, the Lead Contractor may also be included in such reviews. Upon enrollment, a ROCIP Project Insurance Manual shall be sent to each enrolled party. The ROCIP Project Insurance Manual shall contain the administrative and claim reporting procedures. Developer and Lead Contractor agree to and shall require that its Subcontractors and their lower-tier subcontractors also cooperate with the [ROCIP Administrator] in providing all information as required in the ROCIP Project Insurance Manual. The ROCIP Safety Manual contains additional safety requirements of Lead Contractor and all enrolled parties.

g. The City shall procure and maintain Property Insurance for [existing structures not under construction, and new construction upon final acceptance from the City]. The Developer shall be named as a loss payee on structures included in Developer’s O&M Work scope. The City provided property insurance policy shall be maintained strictly in accordance with the minimum coverage requirements and terms of coverage as set forth in Schedule 7.

23.1.2. Developer-Provided Replacement Insurance Policy

If the City determines, in its discretion, that continuing to include the Developer as loss payee under the City-Provided Insurance Policy which is a property policy shall adversely impact the City or the terms, conditions and/or costs of such City-Provided Insurance Policy due to the claims and loss experience for the insured structures caused by any Developer Fault Event, the City may, upon 60 days’ prior written notice to Developer, require Developer to procure and maintain replacement property policy for the structures included in Developer’s O&M Work scope on the applicable terms and conditions set forth in Schedule 7 for such City-Provided Insurance Policy, and such replacement policy shall be deemed a Developer-Provided Insurance Policy for the purposes of this Agreement. From and after the effective date of such replacement policy, the City shall pay to Developer the [base amount for such property policy].

23.1.3. Developer-Provided Insurance Policies

The Developer shall procure and maintain, or cause to be procured or maintained, the Developer-Provided Insurance Policies strictly in accordance with the minimum coverage requirements and terms of coverage as set forth in Schedule 7 and in this Section 23.

23.2. General Insurance Requirements

23.2.1. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

a. The Developer and Lead Contractor shall exclude from Developer’s and Lead Contractor’s cost of work, and ensure that each Subcontractor of every tier exclude from their cost of work, normal costs for insurance without a ROCIP for those coverages provided under the ROCIP. The calculation of these costs shall be determined using the forms found in the
The costs of ROCIP insurance coverage includes reductions in insurance premiums, all relevant Taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded other programs.

b. Change orders shall also exclude the cost of ROCIP Coverage. Pre-employment substance abuse testing costs shall be covered by the City and should be removed from bid prices. Drug testing shall be more thoroughly discussed in the ROCIP Safety Manual.

c. The Developer and Lead Contractor shall be required [pursuant to the ROCIP Project Insurance Manual] to conduct certain activities pursuant to the ROCIP, including, the requirement to: (i) make records available to various parties, including City, in the event of an audit; (ii) remove insurance costs from bid proposals; (iii) commit to enroll in ROCIP within five Calendar Days of request by City; and (iv) submit monthly payrolls and worker-hour reports to City.

d. The City shall pay the insurance premiums for the ROCIP insurance coverage. The City is responsible for all adjustments to the premiums and shall be the sole beneficiary of all retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Developer and Lead Contractor assign to the City the right to receive all such adjustments and shall require that each subcontractor of every tier assign to City all such adjustments. The Developer, Lead Contractor and the Subcontractors who are ROCIP enrolled parties shall execute such further documentation as may be required by City to accomplish this assignment.

e. The ROCIP shall provide certain insurance coverage for the City, Developer, Lead Contractor and enrolled Parties, along with their eligible employees performing Work at the [Site]. Off-site operations shall be covered only if designated in writing by the City and when all operations at such site are identified and solely dedicated to the Project. Developer Lead Contractor and Subcontractors are responsible to notify the [ROCIP Administrator] in writing, to request coverage for specified off-site operations. Coverage is not provided at the site unless confirmed in writing by the [ROCIP Administrator].

23.2.2. Insurers

a. All Developer-Provided Insurance Policies shall be procured from insurers that at the time coverage commences are admitted/authorized insurers to do business in the State and have a current policyholder’s management and financial size category rating of not less than AX according to A.M. Best’s Financial Strength Rating and Financial Size Category, except as otherwise provided in Schedule 7 or approved by the City in its discretion.

b. All City-Provided Insurance Policies shall be procured from insurers that at the time coverage commences are admitted/authorized insurers to do business in the State and have a current policyholder’s management and financial size category rating of not less than AX according to A.M. Best’s Financial Strength Rating and Financial Size Category, except as otherwise provided in Schedule 7 or approved by the Developer (such approval not to be unreasonably withheld).

23.2.3. Language; Governing Law

All Insurance Policies shall be issued in the English language and governed by the laws of the State of Colorado.
23.2.4. Deductibles; Self-Insured Retentions; Claims in Excess of Coverage

a. The Developer or its Subcontractor(s), as the case may be, shall be responsible for paying all insurance deductibles and self-insured retentions under the Developer-Provided Insurance Policies and the City shall have no liability for deductibles, self-insured retentions or claim amounts in excess of the required coverage for the Developer-Provided Insurance Policies.

b. The City shall be responsible for paying insurance deductibles and self-insured retentions: under the City-Provided Insurance Policy, provided that Developer shall be responsible for any such deductibles and self-insured retentions for claims or losses arising from (i) any Developer Fault Event, or (ii) [ ].

c. The Developer or Subcontractor(s), as the case may be, are responsible to pay the ["Contractors Pollution Insurance Claims Chargeback"] and ["Builders’ Risk Insurance Claims Chargeback"] as outlined in the ROCIP Project Insurance Manual.

d. In the event that any Developer-Provided Insurance Policy involves a self-insured retention:
   i. the entity responsible for the self-insured retention shall, in addition to naming the City as an additional insured as specified in Schedule 7, have an authorized representative issue a letter to the City, at the same time the Developer-Provided Insurance Policy is to be procured, stating that the entity shall protect and defend the City to the same extent as if an insurer provided coverage for the City; and
   ii. the Developer shall ensure that the relevant Developer-Provided Insurance Policy expressly permits (but does not obligate) the City, or a designee of the City, to pay the self-insured retention amount on behalf of the entity responsible for the self-insured retention. If the entity responsible for the self-insured retention does not promptly pay the self-insured retention amount when due, then the City may, but is not obligated to, pay the self-insured retention amount on behalf of such entity, and Developer shall indemnify the City for such amount and any other Losses incurred by the City in connection with the entity’s failure to promptly pay the self-insured retention amount.

23.2.5. Primary Coverage

Except for Workers’ Compensation & Employers’ Liability and Professional Liability, and excepting insurance maintained by the City under the ROCIP during the D&C Period, each insurance policy provided for hereunder including each Developer-Provided Insurance Policy shall provide that the coverage thereof is primary and noncontributory with respect to all named insureds. For each property policy, such policy shall provide that the coverage thereof is primary and noncontributory with respect to all loss payees, as their interest may appear.

23.2.6. Endorsements and Waivers

All Developer-Provided Insurance Policies that Developer is required to provide hereunder shall contain or be endorsed to comply with all requirements specified in this Agreement, as well as the following provisions, provided that: (i) for the Workers’ Compensation & Employers’ Liability policy, only subsections (c) and (g) below shall be applicable; and (ii) for the professional liability policy, only subsections (c), (g) and (h) shall be applicable:

a. any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured

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8 Note to Proposers: Approach remains under review.
or others, or any change in ownership of all or any portion of the Project or Developer’s Interest shall not affect coverage provided to the other named insureds;

b. the insurance shall apply separately to each named insured and against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability;

c. each policy shall be endorsed to state that coverage cannot be canceled or non-renewed except after 60 Calendar Days’ (or for non-payment of premium, 10 Calendar Days’) prior written notice by registered or certified mail, return receipt requested, has been given to the City, except as otherwise specified in Schedule 7. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice;

d. endorsements adding the [City Additional Insureds] to required policies shall contain no limitations, conditions, restrictions or exceptions to coverage beyond those that apply under the policy generally, and shall state that the interests and protections of each named insured shall not be affected by any misrepresentation, act or omission of a named insured or any breach by a named insured of any provision in the policy which would otherwise result in forfeiture or reduction of coverage. The commercial general liability policy shall contain no limitations to coverage for the named insured arising out of “completed operations”;

e. the commercial general liability policy shall cover liability arising out of the acts or omissions of Developer’s employees engaged in the Work and employees of Subcontractors to the extent Subcontractors are provided coverage under such liability policy;

f. the commercial automobile liability insurance policy shall be endorsed as necessary to provide Motor Carrier Act Endorsement-Hazardous Materials Clean up (MCS-90) for those Subcontractors who shall at any time transport Contaminated Materials;

g. unless specified otherwise in Schedule 7, each Developer-Provided Insurance Policy shall provide coverage on an “occurrence” basis and not a “claims made” basis. It is noted that the professional liability insurance shall be on a “claims made” basis;

h. each Developer-Provided Insurance Policy shall contain a priority of payments clause, providing that the policy shall respond in priority to Developer’s rights to recover under the Agreement; and

i. each Developer-Provided Insurance Policy shall contain coverage for liabilities assumed by contract, by endorsement, or within the policy form.

23.2.7. Waivers of Subrogation

Where permitted by Law, the City and Developer waive all rights against each other, against each of their respective agents, employees and Project consultants, and against Subcontractors and their respective members, directors, officers, employees, subcontractors and agents for any claims to the extent covered and paid by insurance obtained pursuant to this Section 23, except such rights as they may have to the proceeds of such insurance. The Developer shall require all Subcontractors to provide similar waivers in writing each in favor of all other parties specified above. Each policy for which Developer or its Subcontractor is required to provide coverage for the named insured shall include a waiver of any right of subrogation against the named insured.

23.2.8. Project-Specific Insurance

a. All insurance coverage required to be provided by the Developer, the Lead Real Estate Developer, the Lead Contractor and Lead Facilities Operator shall apply to the Project, with coverage limits dedicated to the Project, except with respect to Professional Liability, off-site Workers Compensation & Employers’ Liability, off-site Commercial General Liability, and Business Automobile Liability coverages or if otherwise specified in Schedule 7.
b. Notwithstanding the foregoing, insurance programs providing dedicated Project-specific limits and identified premiums may be acceptable subject to the City’s Approval, provided that they otherwise meet all requirements described in Schedule 7 and this Section 23. Except for Workers’ Compensation & Employers’ Liability and Professional Liability, all such insurance policies shall include the City Additional Insureds as additional named insureds.

23.2.9. No Recourse

Except as indirectly through payment of the Availability Payments, pursuant to a Change or Supervening Event, or as otherwise expressly provided in this Agreement, the Developer shall have no recourse against the City for payment of premiums or other amounts with respect to the Developer-Provided Insurance Policies.

23.2.10. Support of Indemnifications

The coverage provided by the Developer-Provided Insurance Policies shall support but is not intended to limit Developer’s indemnification obligations under this Agreement.

23.2.11. Adjustments in Developer-Provided Insurance Policy Coverage Amounts

a. At least once every two years during the O&M Period (commencing initially on the Substantial Completion Date), the City and Developer shall review and adjust, as appropriate, the per occurrence and aggregate limits for the Developer-Provided Insurance Policies that have stated dollar amounts set forth in Schedule 7.

b. In determining adjustments, Developer and the City shall take into account: (i) claims and loss experience for the Project; (ii) the condition of the Project; (iii) the safety and noncompliance record for the Project; and (iv) then prevailing Good Industry Practice for insuring Similar Projects.

c. If a City Change to add additional insurance policies or increase required limits of Developer-Provided Insurance Policies results in a net increase in applicable insurance premiums, Developer shall be entitled to the amount of such net increase, provided that to the extent such adjustments are made to reflect Developer’s performance on the Project (including for reasons described above), Developer shall not be entitled to any compensation. If a City Change to reduce the required limits of Developer-Provided Insurance Policies results in a net reduction in applicable insurance premiums, the City shall be entitled to 100% of the amount of such net reduction.

23.2.12. Defense Costs

Unless otherwise agreed to in writing by the City in its reasonable discretion, no defense costs shall be included within or erode the limits of coverage of any of the Developer-Provided Insurance Policies, except that defense costs may be included within the limits of coverage of professional liability, contractor’s pollution liability and pollution legal liability policies.

23.2.13. Exhaustion of Limits

With respect to each Developer-Provided Insurance Policy (excluding those that are specific to this Project) required pursuant to [Sections 1.1.c, 2.2.g and 3.2.b] of Schedule 7, whenever the aggregate limit is exhausted by at least 25% of the required aggregate limit by claims paid or reserved by insurer(s) (such that, for certainty, 75% or less of such required aggregate limit then remains available), Developer shall promptly:

a. notify the City of such exhaustion; and

b. and in any event within five Working Days, deliver evidence to the City (such evidence reasonable satisfactory to the City) that Developer has obtained, or caused to be obtained,
additional insurance to reinstate the aggregate limit to the minimum amount required by Schedule 7.

23.3. Verification of Coverage

a. At each time the Developer is required to initially obtain or cause to be obtained each Developer-Provided Insurance Policy, and thereafter not less than 30 days prior to the expiration date of each Developer-Provided Insurance Policy, the Developer shall deliver to the City, within 10 days of coverage being bound or renewing, a certificate of insurance, preferably an ACORD form, evidencing all insurance required. The City may, in its reasonable discretion, accept a written certificate of insurance in a standard form other than the ACORD form. Each required certificate of insurance must be an original in standard form, state the identity of all Insurers, named insureds and additional insureds, state the type and limits of coverage, deductibles, waiver of subrogation and termination provisions of the policy, list and describe all required endorsements, and include as attachments copies of all additional insured endorsements and copies of any other endorsements requested by the City in its reasonable discretion, and be signed by its licensed agent or broker. The certificate of insurance must state the signer’s company affiliation, title, phone number and email address.

b. In addition, as soon as they become available, the Developer shall deliver to the City: (i) a true and complete copy of each such project specific Developer-Provided Insurance Policy or modification, or renewal or replacement Developer-Provided Insurance Policy and all endorsements thereto; and (ii) satisfactory evidence of payment of the premium therefor.

c. If the Developer has not provided the City with the foregoing proof of coverage and payment within 10 days after receipt of written request therefor, the City may, upon three Working Days written notice to Developer, in addition to any other available remedy, without obligation and without further inquiry as to whether such insurance is actually in force, obtain such an Developer-Provided Insurance Policy; and Developer shall reimburse the City for the cost thereof upon demand. In addition, the City shall have the right, without obligation or liability, to suspend all or any portion of Work, during any time that such proofs of coverage, in compliance with this Section 23, have not been provided.

23.4. Prosecution of Claims

a. Unless otherwise directed by the City in writing with respect to the City’s insurance claims, Developer shall be responsible for reporting and processing all potential claims by the City or the Developer against the Developer-Provided Insurance Policies. The Developer agrees to report timely to the insurer(s) under such policies any and all matters which may give rise to an insurance claim by Developer or the City and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. The Developer shall enforce all legal rights against the insurer under the applicable Developer-Provided Insurance Policies and applicable Laws in order to collect thereon, including pursuing necessary litigation and enforcement of judgments, provided that the Developer shall be deemed to have satisfied this obligation if a judgment is not collectible through the exercise of lawful and diligent means.

b. The City agrees to promptly notify the Developer of the City’s incidents, potential claims, and matters which may give rise to a City insurance claim, to tender to the insurer the City’s defense of the claim (if applicable) under such Developer-Provided Insurance Policies, and to cooperate with Developer as necessary for the Developer to fulfill its duties hereunder.

c. With respect to the City-Provided Insurance Policies, the Developer shall promptly notify the City in writing of any incidents, potential claims, and matters which may give rise to a
claim. Upon receipt of any such notice, the City shall promptly process the claim, provided that Developer shall cooperate with the City as necessary for the City to prosecute the claim.

d. If in any instance: (i) the Developer has not performed its obligations respecting insurance coverage set forth in this Agreement; (ii) the Developer is unable to enforce and collect any insurance under the Developer-Provided Insurance Policies for failure to assert claims in accordance with the terms of the Developer-Provided Insurance Policies or to prosecute claims diligently; or (iii) the City is unable to enforce and collect any insurance under the City-Provided Insurance Policies for failure of Developer to comply with Section 23.4.c, then for purposes of determining Developer’s liability and the limits thereon or determining reductions in compensation due from the City to Developer on account of available insurance, Developer shall be treated as if it has elected to self-insure up to the full amount of insurance coverage which would have been available had Developer performed such obligations. Nothing in this Section 23.4 or elsewhere in this Section 23 shall be construed to treat Developer as electing to self-insure where Developer is unable to collect due to the bankruptcy or insolvency of any insurer which at the time the Developer-Provided Insurance Policy is written meets the rating qualifications set forth in this Section 23.

e. In the event that an insurer providing any of the Developer-Provided Insurance Policies required by this Agreement becomes Insolvent or is the subject of an order or directive limiting its business activities given by any Governmental Authority, the Developer shall exercise best efforts to promptly and at its own cost and expense secure alternative coverage in compliance with the insurance requirements contained in this Section 23 so as to avoid any lapse in insurance coverage.

f. If in any instance Developer has not promptly performed its obligation to report to applicable insurers and process any potential insurance claim tendered by the City, then the City may report the claim directly to the insurer and thereafter seek coverage under the relevant policy.

23.5. Contesting Denial of Coverage

If any Insurer under a Developer-Provided Insurance Policy described in Sections 23.1 and 23.3 denies coverage with respect to any claims reported to such Insurer, Developer and the City shall cooperate in good faith to establish whether and to what extent to contest, and how to fund the cost of contesting, the denial of coverage; provided that if the reported claim is a matter covered by an indemnity in favor of the City or the denial is the result of Developer’s failure to comply with an insurance requirement, then Developer shall bear all costs of contesting the denial of coverage.

23.6. Inadequacy and Unavailability of Required Coverages for Developer-Provided Insurance Policies

If Developer demonstrates to the City’s reasonable satisfaction that it has used diligent efforts in the global insurance and reinsurance markets to procure the required insurance coverages for Developer-Provided Insurance Policies, and if despite such diligent efforts and through no fault of Developer any of such coverages (or any of the required terms of such coverages, including policy limits) become completely unavailable or unavailable at commercially reasonable rates from insurers meeting the requirements of this Section 23, the City shall consider in good faith alternative insurance packages and programs that provide coverage as comparable to that contemplated in this this Section 23 as is possible under then-existing insurance market conditions. [For purposes of this Section, commercially reasonable rates are rates are [to be added in a subsequent Addendum]]. The City shall be entitled to a credit for any insurance
premium savings resulting from the modification or elimination of the insurance requirements, and the City shall retain the option to self-insure to cover the unavailable Developer-Provided Insurance Policy or portion thereof.

23.7. **Lender Insurance Requirements**

If under the terms of any Financing Document the Developer is obligated to, and does, carry insurance coverage with higher limits, lower deductibles or self-insured retentions, or broader coverage than required under this Agreement, the Developer’s provision of such insurance shall satisfy the applicable requirements of this Agreement provided such policy meets all the other applicable requirements of this Section 23. If Developer carries insurance coverage in addition to that required under this Agreement, then Developer shall include the City Additional Insureds as additional insureds thereunder, under additional insured endorsements, and shall provide to the City the proofs of coverage and copy of the policy described. If, however, the Developer demonstrates to the City that inclusion of such Persons as additional insureds shall increase the premium, the City shall elect either to pay the increase in premium or forego additional insured status.

23.8. **Application of Insurance Proceeds**

All insurance proceeds received by Developer for physical property damage to the Project under any insurance policies required under Schedule 7, other than any business interruption or delay in start-up insurance maintained as part of such insurance policies, shall be first applied to repair, reconstruct, rehabilitate, restore, renew, reinstate and replace each part or parts of the Project in respect of which such proceeds were received. With respect to physical property damage to the Project covered by the City-Provided Insurance Policy, except to the extent the City is expressly responsible under this Agreement for paying Developer for the cost of such Work, applicable insurance proceeds shall be paid by the City’s third party claims administrator to Developer.

23.9. **Drug Testing**

The Developer shall bear the costs of pre-employment drug testing required under the ROCIP. Developer shall also bear the costs of post-accident, return to work and reasonable suspicion testing required under the ROCIP. All such testing shall be conducted by the City’s chosen provider, using panels and subject to rules and procedures reasonably acceptable to the City, and shall be no broader than allowed by Law or prevailing labor agreements.

23.10. **Colorado Governmental Immunities Act**

The Parties acknowledge and agree that the Colorado Governmental Immunities Act, C.R.S. §§ 2410-101, et seq., provides certain rights, immunities, and protections to the City and its officials, officers and employees.
24. EQUITY

24.1. Equity Contributions

a. Subject to Section 24.2 on and from the Financial Close Date through and including Substantial Completion, Developer shall, at all times, have and maintain Committed Investment equal to or greater than 10% of the amount equal to the aggregate of:

i. the then Committed Investment; plus

ii. the total principal amount of the then outstanding Project Debt.

b. The minimum amount of Equity Investment required under Section 24.1 is subject to reduction only:

i. with the consent of the City in its discretion; or

ii. with the Approval of the City in the event that the amount of Committed Investment is required to be reduced below such percentage:

A. as part of a workout of a breach or default under the Financing Documents that were entered into in connection with Financial Close; or

B. as a result of Developer incurring additional Project Debt pursuant to a Rescue Refinancing.

24.2. Equity Transfers and Change of Control

a. A Developer Default shall occur if an Equity Transfer in relation to Developer or the Lead Real Estate Developer is effected:

i. during the Restricted Transfer Period, unless such Equity Transfer:

A. is a Permitted Equity Transfer which does not result in a Change of Control in relation to the Lead Real Estate Developer; or

B. received the prior consent of the City (in its discretion);

ii. after the Restricted Transfer Period, if such Equity Transfer results in a Change of Control that has not been consented to by the City pursuant to Section 24.2.b; and

iii. at any time (other than as a Permitted Equity Transfer under paragraph a. of the definition thereof in Annex C), to a Person that at the time of the proposed transfer is disqualified, suspended or debarred, or subject to a proceeding to suspend or debar such Person, from bidding, proposing or contracting with any Governmental Authority.

b. After the Restricted Transfer Period, any Equity Transfer that results in a Change of Control shall require the consent of the City, provided that such consent may be (i) withheld or (ii) made subject to the condition of the provision of reasonable additional security or other reasonable arrangements, in either case (i) and (ii):

i. with respect to a Change of Control in the Lead Real Estate Developer, based on consideration of such factors as are set out in Section 9.4 of Schedule 14; and

ii. otherwise, if (and only if) the City determines, acting reasonably, that:

A. the proposed transaction or transactions is or are prohibited by Law; or
B. after the occurrence of such Change of Control, as applicable, the Developer’s or Lead Real Estate Developer’s ability to perform its obligations under this Agreement would be materially diminished, which determination may be based upon, or take into account in addition to other factors that the City may reasonably determine are relevant, the financial strength, integrity, past performance and relevant experience of the proposed transferee(s) relative to the proposed transferor(s) and the then current performance requirements under this Agreement.

c. The City may reasonably request, and following receipt of any such request, Developer shall promptly provide to the City, any or all of the following information regarding a proposed transferee in connection with any Equity Transfer that would result in a Change of Control in order to enable the City to determine whether or not to provide their consent to such Equity Transfer pursuant to Section 24.2:

   i. the name and address of the proposed transferee;
   ii. unless such proposed transferee is a publicly traded entity, the names of the proposed transferee’s shareholders or members together with the share capital or partnership or membership interests, as the case may be, held by each of them;
   iii. the manner in which the proposed transferee shall be financed and the extent to which such financing is committed (to the extent relevant);
   iv. copies of the proposed transferee’s financial statements (audited, if available) for its three most recent financial years (or such shorter period as such entity has been in existence) or, in the case of a special purpose company, its opening balance sheet;
   v. a copy of the proposed transferee’s organizational documents; and
   vi. details of the resources available to the proposed transferee and the proposed transferee’s qualifications, experience and/or technical competence to fulfill the obligations of the transferor, as applicable, including the names, qualifications, experience and/or technical or other professional competence of the proposed transferee’s directors and any key personnel who shall have responsibility for the day-to-day management of its participation in the Project as transferee.

d. The Developer shall use Reasonable Efforts to provide the City with at least 45 Calendar Days’ prior notice of any Equity Transfer in relation to Developer or the Lead Real Estate Developer excluding any Permitted Equity Transfer as described in paragraph a. of the definition thereof in Annex C.

e. Any Equity Transfer made or purportedly made in violation of the restrictions set out in Section 24.1 or 24.2 shall be null and void.

f. Developer agrees to reimburse the City for all reasonable costs and expenses incurred by the City in connection with its review of any Equity Transfer.

25. DEBT FINANCING

25.1. Developer Responsibilities for Financing

The Developer is solely responsible for obtaining and repaying all financing necessary for the Work and the Project and for the Private Development, without recourse to the City. Subject to Schedule 1, Developer exclusively bears the risk of any changes in the credit spreads, payment provisions, collateral requirements, financing charges, breakage charges or other terms of any of its financing commitments.
25.2. Mandatory Terms for Financing Documents

Each Financing Document, including any amendments or supplements thereto, shall comply with, and, as required, incorporate the terms set out in Schedule 12.

25.3. Separation Principle

The Project Debt and any Private Development Debt:

a. shall separately documented and incurred;

b. shall not be secured by any of the same collateral; and

c. shall not provide for cross-default or cross-acceleration.

25.4. Limited Permission to Grant Security

a. The Developer may grant security interest in, or assign its interest in, any and all of its rights, title and interests in, to, under or derived from:

   i. this Agreement (including any such rights, title and interest in, to or derived from payments made by the City to Developer hereunder and the Developer-Retained Revenues but not the Private Development Revenues);

   ii. the Subcontracts;

   iii. each Contractor Bond; and

   iv. the Insurance Policies (provided that any such security interest or assignment does not result in a violation of Section 23 (excluding any rights or interests to or in the Handback Reserve Account) to Lenders exclusively for purposes of securing the Project Debt, subject to the terms and conditions contained in the Agreement.

b. The Developer may grant security interest in, or assign its interest in, any and all of its rights, title and interests in, to, under or derived from:

   i. any Private Development Parcel and/or any facility, building, structure, improvement, or fixture, located thereon, or any Private Development Rights with respect to such parcel; and/or

   ii. any Private Development Revenues,

   to any Person that provides or holds and is owed repayment of Private Development Deb, together with their respective successors, assigns, participating parties, trustees and agents, including any collateral agent, exclusively for purposes of securing the Private Development Debt, subject to the terms and conditions contained in the Agreement.

c. The Developer and, with respect to Private Development Debt, the Lead Real Estate Developer, is strictly prohibited from mortgaging, pledging or encumbering, or creating a lien, charge or security interest on or against, its interest in, and its right and obligations under, the Agreement, the Subcontracts, any Contractor Bond, and the Insurance Policies, or any portion thereof, to secure any indebtedness of any Person other than:

   i. itself;

   ii. any special purpose entity that owns Developer or, as applicable, the Lead Real Estate Developer, but has no other assets and has purposes and powers limited to the Project and the Work; or

   iii. a special purpose entity subsidiary owned by the Developer or Lead Real Estate Developer,
and no Security Document, the equivalent with respect to Private Development Debt, or other instrument purporting to do the same shall extend to or affect the right, title and interest of the City in the Project or the City's rights or interests under this Agreement.

d. Notwithstanding the foreclosure or other enforcement of any security interest created by, or assignment made pursuant to, a Security Document or the equivalent with respect to Private Development Debt, the Developer shall remain liable to the City for payment of all sums owing to the City under this Agreement and the performance and observance of all of the Developer’s obligations under the Agreement.

25.5. Limitations on City Involvement in and Liability for any Financing

25.5.1. The City shall use Reasonable Efforts in order to assist the Developer’s efforts to achieve Financial Close, with respect to any Project Debt, by providing information to the Developer which may be reasonably requested from time to time, provided that, subject to Schedule 1, the City shall not bear any risk for the failure to obtain funding and any such failure shall not diminish Developer’s obligations under this Agreement.

25.5.2. The City shall not:

a. without prejudice to, and without altering, the City's express obligations pursuant to Schedules 5 and 6, have any liability whatsoever for payment of any Project Debt, or of any other indebtedness issued or incurred by any Person in connection with this Agreement or the Project, or any interest accrued thereon or any other sum secured by or accrued under any Financing Document; or

b. join in, execute or guarantee any note or other evidence of indebtedness incurred in connection with this Agreement, the Project or under any Financing Document.

25.5.3. Any review or comment by the City of any document or instrument in relation to either the Project Debt or any Private Development Debt is not:

a. a guarantee or endorsement of the Project Debt or the Private Development Debt or any other obligations issued or incurred by any Person in connection with this Agreement of the Project; or

b. a representation, warranty or other assurance as to the ability of any Person to perform its obligations with respect to the Project Debt or the Private Development Debt or with respect to any other obligation of such Person in connection with this Agreement or the Project.

25.5.4. The City shall not have any obligation to any Debt Provider or to any Person that provides or holds and is owed repayment of Private Development Debt, including respective successors, assigns, participating parties, trustees and agents, and any collateral agent, and no such Debt Provider or Person is entitled to seek any damages or other amounts from the City, whether for Project Debt or any other amount. For certainty, the foregoing does not affect the City’s liability to Developer under Section 30 and Schedule 6 for the payment of any Termination Amount.

26. FINANCIAL MODEL

26.1. General

a. Whenever a Compensation Event occurs (except as otherwise provided in this Agreement or where the Parties mutually agree otherwise), the financial consequences of such event shall be determined pursuant to this Section 26

b. Where, for the purposes of this Section 26, the Financial Model is to be used to make calculations related to, and/or to be adjusted by reference to, a Compensation Event, this shall be promptly carried out by Developer, in consultation with the City, to reflect the
impact of the Compensation Event in respect of which such calculations and/or adjustment is being undertaken.

26.2. No Better and No Worse

Any reference in this Agreement to “No Better and No Worse” or to leaving Developer in a “No Better and No Worse position” shall be construed by reference to Developer’s:

a. rights, duties and liabilities under or arising pursuant to the performance of this Agreement, the Financing Documents and the Principal Subcontracts; and

b. ability to perform its obligations and exercise its rights under this Agreement, the Financing Documents and the Principal Subcontracts,

so as to ensure that:

c. Developer is left in a position (ascertained in accordance with Section 26.2.d) which is financially no better and no worse in relation to the Key Ratios and the Equity IRR; and

d. such position shall be ascertained by determining through an adjustment to the Financial Model, made pursuant to Section 26.3 and 26.4, the adjustment or credit to the payments between the Parties hereunder required to maintain Developer in the financial position it would have been in under the version of the Financial Model applicable immediately prior to the relevant adjustment,

provided that, for the purposes of determining whether Developer was left in a No Better and No Worse position pursuant to any Section of this Agreement, any such adjustment or credit shall be reduced to take into account any Loss, suffered or incurred by Developer as a result of the occurrence of the relevant Supervening Event, in respect of which the City is not required to compensate Developer pursuant to this Agreement and/or any unrelated set-off by the City pursuant to Section 8.4.

26.3. Initial Financial Model and Base Financial Model

a. The Developer and the City agree to the composition of the Initial Financial Model as of the Effective Date, which is included in the Escrow Documents and which shall be deposited with the Escrow Agent as described in Section 26.7

b. The Initial Financial Model shall be updated upon Financial Close in accordance with Schedule 1 and shall become the Base Financial Model. The Base Financial Model may be updated, following agreement between the parties, for any event applicable under Section 26.4, and shall become the Base Financial Model Update.

c. The Developer shall not cause Financial Model to contain any hidden data. The Developer shall furnish to the City any password or other access rights for the Financial Model.

26.4. Base Financial Model Updates

a. Other than in accordance with the terms of this Agreement, in no event shall the Base Financial Model or any Base Financial Model update (“Base Financial Model Update”) be changed except with the prior written approval of both the City and the Developer. The
Project Agreement

Developer shall furnish to the City any password or other access rights for the Base Case Financial Model Update.

b. Upon the occurrence of the following events, the Developer shall provide to the City a proposed Base Financial Model Update which shall (except as otherwise agreed by the Parties) include new projections and calculations, which shall set forth the impact of the event:
   i. upon submission of a notice of a Refinancing under Section 27
   ii. within [60] Calendar Days after the delivery of a Supervening Notice that extends the Substantial Completion Date;
   iii. within [60] Calendar Days after the delivery of a Supervening Event Notice;
   iv. within [60] Calendar Days after the delivery of a notice of an Economic Impact under Section 12.7.5; and
   v. within [30] Calendar Days after the delivery of a Termination Event Notice;

26.4.2. Any proposed Base Case Financial Model Update shall become the Base Case Financial Model Update following its approval by the City in accordance with Section 26.4.a.

26.4.3. Within [150] Calendar Days following the end of each fiscal year, the most recent undisputed Base Financial Model Update (or, if there has been no undisputed Base Financial Model Update, the Base Financial Model) shall be updated to reflect audited historical cash flows for the most recently audited fiscal year and become the Base Financial Model Update; provided, however, such Base Financial Model Update shall not: (i) include changes in Financial Model Formulas, (ii) include changes in forecast cash flows or (iii) allow such historical information to flow through the Financial Model Formulas.

26.5. Amendments to Logic and/or Formulae

a. Where it is necessary to amend the logic or formulae incorporated in the Financial Model to permit calculations and/or adjustments to be made as required by this Section 26, such amendments shall be made to the extent necessary.

b. If any amendment is to be made to the logic or formulae incorporated in the Financial Model pursuant to Section 26.4, the Financial Model shall first be run immediately prior to the making of any such amendment to ensure that the Key Ratios from the Financial Model are maintained at levels that are neither lower nor higher than the Key Ratios existing immediately after making such amendment, and the difference in the Equity IRR after and immediately prior to making such amendment does not differ by more than one basis point (being 0.01%).

c. Any proposed Base Financial Model Update shall become the Base Financial Model Update following its approval by the City in accordance with Section 26.4.a.

26.6. Financial Model Audits and/or Accuracy

a. Within [30] Calendar Days after any change to the Financial Model Formulas as a result of a proposed Base Financial Model Update pursuant to Section 26.4, the Developer shall deliver to the City an audit report and opinion of the Financial Model Auditor to the effect that the Financial Model Formulas reflect the terms of this Agreement and are suitable for use herein in connection with Compensation Events, Relief Events, Economic Impacts, and early termination procedures, and covering such other matters as may be reasonably requested by the City, all in form and substance acceptable to the City. With respect to any change to Financial Model Formulas as a result of a proposed Base Financial Model
Update due to a proposed Refinancing, such audit report and opinion shall be delivered to the City no later than seven Calendar Days prior to the proposed date of a Refinancing.

b. Copies of the audit reports and opinions delivered by the Financial Model Auditor shall be addressed to the City, and the City shall be expressly identified therein as an entity entitled to rely upon such audit.

c. The Developer shall pay the fees and expenses of the Financial Model Auditor.

d. The Developer shall bear the entire risk of any errors in or omissions from the Financial Model and shall not be entitled to any compensation or other relief from the City in relation to any Loss or damage that it suffers as a result of any such error or omission.

26.7. Copies of the Revised Financial Model

Following any adjustment or other revision to the Financial Model under the provisions of this Section 26, Developer shall promptly and in any event within [five] Working days deliver a copy of the revised Financial Model to the Escrow Agent pursuant to the Financial Model Escrow Agreement in the same form as the version delivered pursuant to Schedule 1 prior to Financial Close.

26.8. Replacement of Financial Model

Any Financial Model produced following adjustments pursuant to this Section 26 shall, when it is approved by the City in accordance with Section 26.4.a, become the Base Financial Model Update for the purposes of this Agreement until any further amendment pursuant to this Section 26.

26.9. Financial Model License

a. Developer grants the City a license to use the Financial Model commencing from its delivery pursuant to this Agreement to end of the Term or, if later, the date of full settlement of all mutual claims arising out of this Agreement that the Parties may have against each other if such a date occurs after the end of the Term, for any purpose in connection with this Agreement and/or the Project.

b. The license granted pursuant to this section shall not be transferable or assignable by the City except to a Person to whom this Agreement may be transferred in accordance with Section 36 and then only for purposes in connection with this Agreement and/or the Project.

27. REFINANCINGS AND BENEFIT SHARING

27.1. City Approval and Sharing in the Gains of Qualifying Refinancings

a. Developer shall not implement any Qualifying Refinancing without the prior Approval of the City.

b. Following the completion by Developer of any City Approved Qualifying Refinancing, the City shall be entitled to collectively receive a 50% share of any Refinancing Gain arising therefrom, provided that the City shall not withhold or delay their Approval to a Qualifying Refinancing in order to obtain greater than such 50% share of the Refinancing Gain.

27.2. Refinancing Details

a. Developer shall notify the City of any Qualifying Refinancing at least 30 Working Days (or 15 Working Days, in case of a Rescue Refinancing) in advance of the date that is proposed that such Qualifying Refinancing or Rescue Refinancing, as applicable, becomes effective.

b. The notice to be provided by Developer referred to in Section 27.2.a shall include details of any changes to Developer’s obligations to the Lenders, details of the anticipated Refinancing Gain and details of changes or replacements to the Financing Documents, and shall include a copy of the proposed revised Financial Model relating to the proposed
Refinancing (if any) and the basis for the assumptions used in the proposed revised Financial Model.

c. No later than 10 Working Days (or five Working Days, in the case of a Rescue Refinancing) after delivery of the notice by Developer to the City pursuant to Section 27.2.a, the City (following consultation with Developer and good faith consideration of Developer’s reasonable recommendations regarding the sharing of any Refinancing Gain) shall notify Developer as to how the City shall elect to receive its share of the Refinancing Gain pursuant to Section 27.3. No later than 10 Working Days (or five Working Days, in the case of a Rescue Refinancing) after delivery of such notice to Developer, Developer shall deliver to the City a detailed update to its original notice referred to in Section 27.2.a reflecting any adjustments to the proposed revised Financial Model necessary to take account of the City’s election. With the City’s Approval, in its discretion, such revised Financial Model shall become the Financial Model for purposes of this Agreement until any further amendment pursuant to Section 26 or this Section 27.

d. The City shall (before, during and at any time after any Refinancing) have unrestricted rights of audit over any Financial Model and documentation (including any aspect of the calculation of the Refinancing Gain) used in connection with that Refinancing, whether or not the Refinancing is a Qualifying Refinancing, provided that:

i. Developer shall reimburse the City for all reasonable costs and expenses incurred in conducting any such audit in respect of a Qualifying Refinancing, and such costs and expenses shall be taken into account when calculating the Refinancing Gain; and

ii. the City shall reimburse Developer for all reasonable costs and expenses incurred in conducting any such audit in respect of a Refinancing that is not and, prior to such audit, was known by the City to not be a Qualifying Refinancing.

27.3. Receipt of City’s Share

The City shall have the right to elect to receive their share of any Refinancing Gain described in Section 27.1.b as either:

a. to the extent Developer receives a lump sum payment as a result of the Qualifying Refinancing, a lump sum payment, to be paid promptly and in any event no later than five Working Days following Developer receipt of such lump sum payment;

b. a reduction in the APC over the remainder of the Term in a manner to be determined by the City provided that Developer is left in a No Better and No Worse position (after taking into account Developer’s share of the relevant Refinancing Gain); or

c. a combination of paragraphs a. and b.

27.4. Costs

The Refinancing Gain shall be calculated after taking into account the reasonable and proper professional costs that each Party directly incurs in relation to the Qualifying Refinancing and on the basis that all costs and expenses incurred by the City shall be paid to the City by Developer no later than 20 Working Days after any Qualifying Refinancing.

27.5. Notifiable Refinancings

Without prejudice to the other provisions of this Section 27, Developer shall notify the City of all Notifiable Refinancings on becoming aware of the same and again when they are entered into and provide full details of the same within 30 Calendar Days of the date the relevant agreements for the Notifiable Refinancing are entered into.
27.6. **Delivery of Changed Financing Documents**
At any time an amendment is made to any Financing Document or Developer enters into a new Financing Document (or any agreement which affects the interpretation or application of any Financing Document), Developer shall deliver to the City a conformed copy of each such amendment or agreement within 10 Working Days of the date of its execution or creation (as applicable) certified as a true copy by an officer of Developer.

28. **TAXES**

28.1. **Tax Treatment**
   a. Neither the Developer nor any other Developer-Related Entity shall not be treated as or deemed to be the legal, tax or equitable owner of the Site or any part thereof (including any Future Private Development Parcel), or any facility, building, and structure thereon or on any part thereof.
   
   b. The City takes no position, and bears no responsibility or liability, for the Developer’s elected tax treatment of any interest in the Site or the Project, including in any Private Development and Private Development Area.

28.2. **Developer Tax Obligations and Liabilities**
   a. The Developer shall pay or cause to be paid, prior to delinquency, all Taxes in each case in respect of the Developer’s performance of the Work and Private Development, Developer’s obligations under this Agreement, Developer’s interests in and rights to the Project License, the Private Development Rights and any Private Development Areas, and any other Developer-Related Entity interest in any of the foregoing.
   
   b. The City shall not in any case be responsible for any Taxes levied on the Developer or on any other Developer-Related Entities.
   
   c. The Developer accepts sole responsibility for, and agrees that it shall have no right to claim, a Supervening Event or to any other Claim for relief due to, its misinterpretation of Laws in relation to Taxes or incorrect assumptions regarding applicability of Taxes.
   
   d. Notwithstanding the foregoing, the City shall use Reasonable Efforts to cooperate with Developer in connection with Developer seeking any available exemptions from State sales and use taxes related to materials incorporated into or that are part of (or used in) the D&C Work. For certainty, City sales and use tax exemptions shall not be available to the Developer or any Developer Related Entity.

28.3. **DURA Cooperation and Coordination**
   The Developer shall cooperate and coordinate with the City and the Denver Urban Renewal Authority to support and enable their administration of any tax increment revenues including:
   
   a. by preparing and/or providing access to Project Records;
   b. attending meetings and cooperating with any relevant Governmental Authority; and
   c. by doing any such acts or things necessary to support collection and documentation of such tax increment revenues,

   in each case as reasonably requested by the City within a reasonable period of time after being requested to do so by the City.
PART I: DEFAULTS, REMEDIES AND TERMINATION

29. DEFAULTS AND REMEDIES

29.1. Developer Defaults

29.1.1. Developer Defaults and Cure Periods

The occurrence of any one of the events set out in the column titled “Developer Default” in the table below shall constitute a “Developer Default”. For purposes of this Agreement, “Developer Default Cure Period” means, in respect of a Developer Default, the cure period (if any) specified in the column titled “Cure Period” in the table below in the same row as such Developer Default, subject to extension in accordance with Section 29.1.2.

<table>
<thead>
<tr>
<th>Developer Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failures to Initiate, Progress, and Complete Work</td>
<td></td>
</tr>
<tr>
<td>(1) The Developer either:</td>
<td></td>
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<tr>
<td>(a) demonstrates through statements, acts or omissions an intent not to perform,</td>
<td>15 Calendar Days after the date on which the City delivers notice to the</td>
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<tr>
<td>or continue to perform, a material part of the Work or to undertake the Private</td>
<td>Developer.</td>
</tr>
<tr>
<td>Development; or</td>
<td></td>
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<tr>
<td>(b) fails to perform a material part of the Work for a continuous period of 30</td>
<td></td>
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<tr>
<td>Calendar Days (except to the extent that such failure is substantially consistent</td>
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<tr>
<td>with the then current Project Schedule and does not otherwise constitute a breach</td>
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<tr>
<td>of this Agreement).</td>
<td></td>
</tr>
<tr>
<td>(2) The Developer fails:</td>
<td></td>
</tr>
<tr>
<td>a. satisfy the “NTP2 Conditions” as defined and in accordance with Section 2 of</td>
<td>30 Calendar Days after the date on which the City delivers notice to the</td>
</tr>
<tr>
<td>Schedule 3 on or prior to [deadline to be added in a subsequent Addendum];</td>
<td>Developer.</td>
</tr>
<tr>
<td>b. begin to undertake the D&amp;C Work and/or the Early O&amp;M Work within 30 Calendar</td>
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<tr>
<td>Days after issuance of NTP2 or NTP3, as applicable, excluding any portion of such</td>
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<tr>
<td>work which was authorized to be undertaken and was undertaken prior to such</td>
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<tr>
<td>issuance; or</td>
<td></td>
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<tr>
<td>c. begin to undertake the O&amp;M Work within 30 Calendar Days after Substantial</td>
<td></td>
</tr>
<tr>
<td>Completion.</td>
<td></td>
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<tr>
<td>(3) The Developer fails:</td>
<td></td>
</tr>
<tr>
<td>a. to achieve any Project Schedule Milestone which consists of a building permit</td>
<td>45 Calendar Days after the date on which the City delivers notice to the</td>
</tr>
<tr>
<td>approval on or prior to the applicable Project Schedule Milestone Longstop Date;</td>
<td>Developer.</td>
</tr>
<tr>
<td>or</td>
<td></td>
</tr>
</tbody>
</table>

9 Note to Proposer: Additional Developer Default events related to Project-specific programming and operational considerations under review for inclusion in a subsequent Addendum.
<table>
<thead>
<tr>
<th>Developer Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>b.</strong> to achieve Occupancy Readiness of any Triangle Public Facility on or prior to the applicable Project Schedule Longstop Completion Date (if any).</td>
<td>delivers notice to the Developer.</td>
</tr>
<tr>
<td>(4) There is no reasonable prospect that the Developer shall achieve:</td>
<td>60 Calendar Days (subject to extension in accordance with Section 29.1.2.a) after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>a. any Project Schedule Milestone which consists of a building permit approval on or prior to the applicable Project Schedule Milestone Longstop Date;</td>
<td></td>
</tr>
<tr>
<td>b. Occupancy Readiness of any Triangle Public Facility on or prior to the applicable Project Schedule Milestone Longstop Date (if any); or</td>
<td></td>
</tr>
<tr>
<td>c. Substantial Completion on or by the Longstop Date, where &quot;no reasonable prospect&quot; shall be determined by the Independent Engineer and subject to the Dispute Resolution Procedure.</td>
<td></td>
</tr>
<tr>
<td>(5) The Developer fails to achieve Substantial Completion on or prior to the Longstop Date.</td>
<td>None.</td>
</tr>
</tbody>
</table>

**Adverse Developer and Developer-Related Entity Events**

<p>| (6) The Developer is Insolvent. | None. |
| (7) Any Principal Subcontractor is Insolvent unless, within 90 Calendar Days after the occurrence of such insolvency, the Developer has replaced such Insolvent Principal Subcontractor with a party Approved by the City. | None. |
| (8) Any Financially Responsible Party is Insolvent unless, within 90 Calendar Days after the occurrence of such insolvency the Developer has: | None. |
| a. replaced such Insolvent Financially Responsible Party with a Financially Responsible Party that is Approved by the City; or | |
| b. provided security in the form of a cash deposit, other payment or letter of credit in each case in an amount equal to the specified sum or specified maximum liability (or, absent such specified sum or maximum liability, the reasonably estimated maximum liability) under such Financially Responsible Party’s Financially Responsible Party Agreement. | |
| (9) During the Restricted Transfer Period, any Equity Member is Insolvent for 30 Calendar Days or more, unless such Equity Member has fully met all financial obligations owing to the Developer by providing a Committed Investment and payments or transfers of money or property previously made to or for the benefit of the Developer are not subject to any Law respecting | 45 Calendar Days (subject to extension in accordance with Section 29.1.2.a) after the date on which the City |</p>
<table>
<thead>
<tr>
<th>Developer Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>the avoidance or recovery of preferences for fraudulent transfers.</td>
<td>delivers notice to the Developer.</td>
</tr>
<tr>
<td>(10) Any Developer-Related Entity commits a Prohibited Act and such entity is:</td>
<td>None.</td>
</tr>
<tr>
<td>(a) the Developer; or</td>
<td></td>
</tr>
<tr>
<td>(b) any other Developer-Related Entity:</td>
<td></td>
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<tr>
<td>(i) acting in concert with the Developer; or</td>
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<tr>
<td>(ii) acting independently of the Developer, but with the Developer's prior</td>
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<tr>
<td>knowledge, unless the Developer promptly notifies the City and, as required by</td>
<td></td>
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<tr>
<td>Law, any other relevant Governmental Authorities of such Prohibited Act (in</td>
<td></td>
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<tr>
<td>which case the Developer Default number (11) in this Section 29.1.1 shall apply</td>
<td></td>
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<tr>
<td>with respect to such Prohibited Act).</td>
<td></td>
</tr>
<tr>
<td>(11) Any Developer-Related Entity (other than the Developer) commits a Prohibited</td>
<td>30 Calendar Days after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>Act, Developer Default number (10) in this Section 29.1.1 does not apply, and</td>
<td></td>
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<tr>
<td>such entity remains a Developer-Related Entity within 30 Calendar Days after the</td>
<td></td>
</tr>
<tr>
<td>occurrence of the Prohibited Act.</td>
<td></td>
</tr>
<tr>
<td>(12) After exhaustion of all rights of appeal, there occurs any disqualification,</td>
<td>None.</td>
</tr>
<tr>
<td>suspension or debarment from bidding, proposing or contracting with any City,</td>
<td></td>
</tr>
<tr>
<td>state-level, interstate or Federal Governmental Authority (distinguished from</td>
<td></td>
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<tr>
<td>ineligibility due to lack of financial qualifications) (any such event, an</td>
<td></td>
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<tr>
<td>“Exclusion”) of:</td>
<td></td>
</tr>
<tr>
<td>(a) the Developer;</td>
<td></td>
</tr>
<tr>
<td>(b) any Equity Member or any Financially Responsible Party that remains such</td>
<td></td>
</tr>
<tr>
<td>60 Calendar Days after the date of the relevant Exclusion;</td>
<td></td>
</tr>
<tr>
<td>(c) any Principal Subcontractor whose work is not completed at the date of the</td>
<td></td>
</tr>
<tr>
<td>relevant Exclusion that is not replaced with a contractor Approved by the City</td>
<td></td>
</tr>
<tr>
<td>within 90 Calendar Days after the date of the relevant Exclusion; or</td>
<td></td>
</tr>
<tr>
<td>(d) any other Developer-Related Entity whose work is not completed at the date</td>
<td></td>
</tr>
<tr>
<td>of the relevant Exclusion and that remains a Developer-Related Entity 90 Calendar</td>
<td></td>
</tr>
<tr>
<td>Days after the date of the relevant Exclusion.</td>
<td></td>
</tr>
<tr>
<td>(13) An Organizational Conflict of Interest was known, or should have been</td>
<td>None, in the case of fraud, or criminal conduct.</td>
</tr>
<tr>
<td>known, and was not disclosed to the City pursuant to the ITP before the Effective</td>
<td>Otherwise, 30 Calendar Days</td>
</tr>
<tr>
<td>Date.</td>
<td></td>
</tr>
<tr>
<td>Developer Default</td>
<td>Cure Period</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>(subject to extension in accordance with Section 29.1.2.a) after the date on which the City delivers notice to the Developer.</td>
<td></td>
</tr>
<tr>
<td><strong>Performance Related Defaults</strong></td>
<td></td>
</tr>
<tr>
<td>(14) The Developer or the Lead Real Estate Developer fails to make any payment to the City pursuant to or in relation to this Agreement, including with respect to any Private Development, when due (unless such payment is the subject of a good faith Dispute).</td>
<td>15 Calendar Days after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>(15) The Developer fails to comply with any Permit or Law, or any Environmental Requirement, in any such case in any material respect.</td>
<td>30 Calendar Days (subject to extension in accordance with Section 29.1.2.a) after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>(16) The Developer fails to comply with any Safety Compliance Order pursuant to Section 21.3 and such failure directly results in a material and ongoing risk to:</td>
<td>15 Calendar Days after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>(a) the health or safety of any person;</td>
<td></td>
</tr>
<tr>
<td>(b) the Environment;</td>
<td></td>
</tr>
<tr>
<td>(c) any facility, building, or structure;</td>
<td></td>
</tr>
<tr>
<td>(d) the community;</td>
<td></td>
</tr>
<tr>
<td>(e) property;</td>
<td></td>
</tr>
<tr>
<td>(f) otherwise of any Adjacent Facility, Adjacent Project, or Adjacent Community.</td>
<td></td>
</tr>
<tr>
<td>(17) The Developer shall have exceeded the “Deduction Termination Threshold” as determined in accordance with Schedule 5.</td>
<td>None.</td>
</tr>
<tr>
<td>(18) The occurrence and continuation of breach by Developer that was the subject of a Final Warning Notice and which either continued more than 30 consecutive Calendar Days after the date of service of the Final Warning Notice or occurred two or more times within the six consecutive month period after the date of service of the Final Warning Notice.</td>
<td>None.</td>
</tr>
<tr>
<td>(19) To the extent not otherwise a Developer Default under (22) or (24) below, the Developer fails to cure any Private Development</td>
<td>30 Calendar Days (subject to extension in accordance with Section 29.1.2.a)</td>
</tr>
</tbody>
</table>
**Developer Default** | **Cure Period**
---|---
default under of Schedule 14 in accordance with the provisions governing cure set out therein.\(^\text{10}\) | after the date on which the City delivers notice to the Developer.

(20) The Developer fails to comply with Section [to cross reference any Agreement provision that expressly provides for default / termination rights] and Developer Default arises under the terms of such provision. | 30 Calendar Days after the date on which the City delivers notice to the Developer.

(21) The Developer fails to comply with its obligations under Sections 16, 17 or 18 | 30 Calendar Days after the date on which the City delivers notice to the Developer.

**Restricted Assignments and Transfers**

(22) As a result of certain Equity Transfers, a Developer Default occurs pursuant to Section 24.2.a. | None.

(23) The Developer makes or permits a transfer or assignment in breach of Section 36.2. | None.

(24) The Developer:

(a) fails to comply with, or allows the Lead Real Estate Developer to fail to comply with:

(i) the restrictions on conveyances of Future Takedown options;

(ii) the restriction on sales, conveyances, leases, or exchanges of a Takedown Parcel set out in Schedule 14; or

(iii) the restrictions on a Change of Control of the Lead Real Estate Developer set out in Schedule 14 which is not otherwise a Developer Default under (22) above;

(b) fails to pay the City any amount due with respect to any permitted sale of a transferred Takedown Parcel in accordance with Schedule 14; or

(c) takes, or permits the Lead Private Developer to take, any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate any of the foregoing restrictions under (a) or payment obligations under (b), including by structuring or assisting in structuring, or attempting to structure or assist in structuring, any 

10 Note to Proposers: Subject to potential revisions to further align with the process under Schedule 14.
<table>
<thead>
<tr>
<th>Developer Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>transaction intended to evade such restrictions or payment obligations.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Security and Assurances</strong></td>
<td></td>
</tr>
<tr>
<td>(25) Subject to Section 3.4, any representation or warranty in this Agreement</td>
<td>45 Calendar Days (subject to extension in accordance with Section 29.1.2.a)</td>
</tr>
<tr>
<td>made by the Developer pursuant to this Agreement, or in any certificate,</td>
<td>after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>schedule, report, instrument, agreement or other document delivered by or on</td>
<td></td>
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<tr>
<td>behalf of the Developer to the City pursuant to this Agreement (including by</td>
<td></td>
</tr>
<tr>
<td>the Lead Real Estate Developer), is false, misleading or inaccurate in any</td>
<td></td>
</tr>
<tr>
<td>material respect when made or omits material information when made.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(26) The Developer fails to procure or maintain any Contractor Bond required</td>
<td>None.</td>
</tr>
<tr>
<td>to be procured and maintained pursuant to Section 6.3 (other than due to the</td>
<td></td>
</tr>
<tr>
<td>provider of any such bond ceasing to qualify as an Eligible Surety or an</td>
<td></td>
</tr>
<tr>
<td>Eligible Financial Institution).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(27) The Developer fails to procure a replacement Contractor Bond pursuant to</td>
<td>15 Calendar Days after the date on which the City delivers notice to the</td>
</tr>
<tr>
<td>Section 6.3 within 15 Calendar Days after the provider of any such Contractor</td>
<td>Developer.</td>
</tr>
<tr>
<td>Bond ceases to qualify as an Eligible Surety or an Eligible Financial</td>
<td></td>
</tr>
<tr>
<td>Institution.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(28) The Developer fails to obtain and maintain, or cause to be obtained and</td>
<td>None.</td>
</tr>
<tr>
<td>maintained, any Insurance Policy in full compliance with, and as and when</td>
<td></td>
</tr>
<tr>
<td>required under, this Agreement (other than any non-material deviation from the</td>
<td></td>
</tr>
<tr>
<td>requirements of this Agreement pertaining to the amounts or terms of such</td>
<td></td>
</tr>
<tr>
<td>Insurance Policy) and such failure continues for 15 Calendar Days.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(29) The Developer fails to comply with any requirement of this Agreement</td>
<td>30 Calendar Days after the date on which the City delivers notice to the</td>
</tr>
<tr>
<td>pertaining to the amounts, terms, coverage documentation or evidencing of any</td>
<td>Developer.</td>
</tr>
<tr>
<td>Insurance Policy, other than with respect to any failure that results in a</td>
<td></td>
</tr>
<tr>
<td>Developer Default number (28) in this Section 29.1.1.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(30) If the Developer has elected pursuant to Schedule 19 to provide a Handback</td>
<td>15 Calendar Days after the date on which the City delivers notice to the</td>
</tr>
<tr>
<td>Letter of Credit, the Developer fails to maintain such Handback Letter of</td>
<td>Developer.</td>
</tr>
<tr>
<td>Credit in full compliance with the requirements thereof:</td>
<td></td>
</tr>
<tr>
<td>(a) due to the provider of any such Handback Letter of Credit ceasing to qualify</td>
<td></td>
</tr>
<tr>
<td>as an Eligible Financial Institution, and the Developer fails to procure a</td>
<td></td>
</tr>
<tr>
<td>replacement Handback Letter of Credit within 15 Calendar Days after the provider</td>
<td></td>
</tr>
<tr>
<td>ceases to so qualify; or</td>
<td></td>
</tr>
<tr>
<td>(b) for any reason, other than that specified in Developer Default number (30)(a)</td>
<td></td>
</tr>
<tr>
<td>in this Section 29.1.1,</td>
<td></td>
</tr>
</tbody>
</table>
## Developer Default

<table>
<thead>
<tr>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>provided that no such failure shall constitute a Developer Default if such failure occurs and is continuing during the period on and from the date on which the Developer is first required to fund the Handback Reserve Account in accordance with Schedule 19 to the date two Calendar Years prior to the Expiry Date.</td>
</tr>
</tbody>
</table>

| (31) | Unless the Developer has delivered a Handback Letter of Credit that complies with the requirements of Schedule 19, the amount standing to the credit of the Handback Reserve Account at any time after the commencement of the Handback Period is less than the Handback Reserve Amount, provided that no such failure shall constitute a Developer Default if such failure occurs and is continuing the period on and from the date on which the Developer is first required to fund the Handback Reserve Account in accordance with Schedule 19 to the date two Calendar Years prior to the Expiry Date. |
| 15 Calendar Days after the date on which the City delivers notice to the Developer. |

## Material Breach

<table>
<thead>
<tr>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>(32) A breach by the Developer of any of its material obligations under this Agreement, including any written repudiation of this Agreement, other than any breach that:</td>
</tr>
<tr>
<td>(a) constitutes a Developer Default under any other paragraph of this Section 29.1.1;</td>
</tr>
<tr>
<td>(b) constitutes a Private Development default Schedule 14 under any other paragraph of this Section 29.1.1;</td>
</tr>
<tr>
<td>(c) constitutes a Failure;</td>
</tr>
<tr>
<td>(d) results in the accrual of Deductions; or</td>
</tr>
<tr>
<td>(e) arises due to a Supervening Event.</td>
</tr>
<tr>
<td>45 Calendar Days (subject to extension in accordance with Section 29.1.2.a) after the date on which the City delivers notice to the Developer.</td>
</tr>
</tbody>
</table>

### 29.1.2. Determination of Cure Period

For purposes of determining when any applicable Developer Default Cure Period has expired or when a cure of any relevant Developer Default has been effected the following provisions of this Section 29.1.2 shall apply:

a. with respect to any Developer Default number (2), (3), (4), (13), (15), (19), (25), or (32) in Section 29.1.1 that requires a longer period to cure than the applicable Developer Default Cure Period, if the Developer has within 10 Calendar Days of the start of the relevant Developer Default Cure Period submitted a rectification plan to the City for Approval, then such Developer Default Cure Period shall be extended so that it expires on the earliest of:

i. the later of the date on which the City rejects such plan and the end of the Developer Default Cure Period absent any extension;

ii. the latest date reasonably necessary to effect the cure thereof as set out in the Approved plan;

iii. if there is an Approved plan, 120 Calendar Days after the date of the start of the applicable Developer Default Cure Period; or
iv. the date on which the Developer ceases its good faith efforts to cure such Developer Default in accordance with the Approved plan;

b. without prejudice to Section 29.1.2.a, with respect to the Developer Default number (25) in Section 29.1.1, the cure shall be complete when all necessary disclosures have been made and all adverse effects (if any) caused by the incorrect disclosure have been cured;

c. with respect to any Developer Default number (10), (11), (12), or (13) in Section 29.1.1, the cure must be Approved by the City;

d. with respect to Developer Default number (27), (28), or (29) in Section 29.1.1, the City shall have the right, but not the obligation, to effect a cure, at the Developer’s expense, if such a Developer Default continues after the end of the applicable Developer Default Cure Period; and

e. any requirement of prior notice of Developer Default from the City to the Developer to initiate the applicable Developer Default Cure Period shall be automatically waived if:

i. the Developer knew that the relevant Developer Default had occurred but failed to notify the City of the relevant Developer Default; and

ii. the Developer knew (or reasonably should have anticipated) that as a result of such failure the City would not know of such Developer Default and, at the relevant time, the City did not know of the relevant Developer Default,

in which case the applicable Developer Default Cure Period shall start on the date that the Developer first knew that the relevant Developer Default had occurred.

29.1.3. City Remedies for Developer Default

a. If any Developer Default occurs and has not been cured by the expiry of the applicable Developer Default Cure Period, the City may in its discretion, subject to the Lenders’ rights pursuant to the Lenders Direct Agreement, exercise any rights and remedies available to them (under this Agreement, at Law or otherwise) for so long as such Developer Default continues uncured, including:

i. terminating this Agreement pursuant to Section 30.2.2;

ii. exercising its rights as an Indemnified Party pursuant to Section 22.2;

iii. by notice to the Developer, prohibit the expenditure of any portion of the Availability Payment, Project Debt proceeds, Developer-Retained Revenues, or any other amount due and payable from the City to the Developer (except to the extent such solely relates to the Private Development) on the Private Development or the Private Development Area;

iv. with respect to any delayed payment, seek payment of interest in accordance with Section 8.4.1;

v. with respect to any Private Development default under Schedule 14, exercising such rights as are provided for therein;

vi. with respect to any Developer Default number [(1) through (5), (10), (11) (but only to the extent the Lead Real Estate Developer is the relevant Developer-Related Entity), (12) (but only to the extent the Developer or the Lead Real Estate Developer is the relevant Developer-Related Entity), and (14)], in Section 29.1.1, exercise the rights and remedies that would apply following a Private Development default under Schedule 14 as set out in Schedule 14;
vii. by notice to the Developer, granting the Developer an extended Developer Default Cure Period (in addition to any other extension pursuant to Section 29.1.2.a) which grant may be made subject to such conditions as the City may require in its discretion;

viii. making a demand upon and enforcing any Contractor Bond in accordance with its terms, with the proceeds of any such action to be applied to the satisfaction of the Developer’s obligations under this Agreement, including payment of amounts due to the City; and/or

ix. waiving such default pursuant to Section 37.3.

b. The City’s rights and remedies with respect to the occurrence of any Developer Default are without limitation to its rights and remedies with respect to the occurrence of any other Developer Default.

29.2. City Defaults

29.2.1. Developer Defaults and Cure Periods

The occurrence of any one of the events set out in the column titled “City Default” in the table below shall constitute a “City Default”. For purposes of this Agreement, “City Default Cure Period” means, in respect of a City Default, the cure period specified in the column titled “Cure Period” in the table below in the same row as such City Default, subject to extension in accordance with Section 29.2.2.

<table>
<thead>
<tr>
<th>City Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) The City fails to make any Availability Payment to the Developer under this Agreement within 15 days from the due date hereunder (unless such payment is the subject of a good faith Dispute).</td>
<td>30 Calendar Days with respect, in each case after the date on which the Developer delivers notice to the City.</td>
</tr>
<tr>
<td>(2) The City, the State, or any other Governmental Authority confiscates, sequesters, condemns or appropriates all or a material part of: (a) the Project; (b) the ownership interests in the Developer; or (c) the Developer’s interests in this Agreement, including its Private Development Rights, excluding the exercise of any right expressly provided for or contemplated in this Agreement, including the right of termination pursuant to this Agreement</td>
<td>30 Calendar Days after the date on which the Developer delivers notice to the City.</td>
</tr>
<tr>
<td>(3) Subject to Section 3.4, any representation or warranty made by the City pursuant to Section 3.1.b is false, misleading or inaccurate in any material respect when made or omits material information when made.</td>
<td>45 Calendar Days (subject to extension in accordance with Section 29.2.2.a) after the date on which the Developer delivers notice to the City.</td>
</tr>
</tbody>
</table>
### City Default

<table>
<thead>
<tr>
<th>City Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4) A breach or breaches by the City of any of its obligations under this Agreement (other than any breach or breaches that constitute a City Default under any other paragraph of this Section 29.2.1) that (in the case of more than one breach, when taken together) substantially frustrates or renders it impossible for the Developer to perform all or a substantial part of its obligations or to exercise all or a substantial part of its rights under this Agreement in each case for a continuous period of 120 Calendar Days.</td>
<td>45 Calendar Days (subject to extension in accordance with Section 29.2.2.a) after the date on which the Developer delivers notice to the City.</td>
</tr>
</tbody>
</table>

#### 29.2.2. Determination of Cure Period

For purposes of determining when any applicable City Default Cure Period has expired or when a cure of any relevant City Default has been effected, the following provisions of this Section 29.2.2 shall apply:

- a. with respect to any City Default number (2), (3), or (4) in Section 29.2.1 that, in the City's reasonable determination, requires a longer period to cure than the applicable City Default Cure Period, if the City has within the relevant City Default Cure Period notified the Developer of such determination, then, provided that (I) the City has taken meaningful steps to cure such City Default before triggering such extension and (II) the City proceeds diligently to cure such City Default after such extension is made, such City Default Cure Period shall be extended to the earliest of:
  - i. the latest date reasonably necessary to effect the cure; or
  - ii. 120 Calendar Days after the date of the end of the applicable City Default Cure Period; and

- b. with respect to City Default number (3) in Section 29.2.1, the cure shall be complete when all necessary disclosures have been made and all adverse effects (if any) caused by the incorrect disclosure have been cured.

#### 29.2.3. Developer Remedies for City Default

- a. If any City Default occurs and has not been cured within the applicable City Default Cure Period, the Developer may in its discretion:
  - i. provided that the Developer’s unreimbursed Losses as a direct result of such City Default exceed $[to be provided in a subsequent Addendum], terminate this Agreement pursuant to Section 30.2.3;
  - ii. with respect to any delayed Availability Payment, seek payment of interest in accordance with Section 8.4.1;
  - iii. exercise any available rights under this Agreement with respect to an associated Supervening Event;
  - iv. by notice to the City, grant the City an extended City Default Cure Period (in addition to any other extension pursuant to Section 29.2.2); and/or
  - v. waiving such default pursuant to Section 37.3.

- b. The Developer’s rights and remedies with respect to the occurrence of any City Default are without limitation to its rights and remedies with respect to the occurrence of any other City Default.
30. TERMINATION

30.1. Exclusive Rights to Terminate

a. Prior to Financial Close, the Parties’ sole right to terminate this Agreement shall be pursuant to Schedule 1.

b. This Section 30 is without prejudice to the City’s rights to terminate any of the Developer’s or the Lead Real Estate Developer’s Private Development Rights pursuant to Schedule 14.

c. This Section 30, together with the other provisions of this Agreement expressly referred to in this Section 30 and the provisions of the Lenders Direct Agreement, contain the entire and exclusive provisions and rights of the City and the Developer regarding termination of this Agreement, and any and all other rights to terminate at Law or in equity are hereby waived to the maximum extent permitted by Law, provided that termination of this Agreement shall not relieve the Developer, or any Financially Responsible Party, insurer or any surety or other financial institution that provides a Contractor Bond, of its obligation for any Claims arising prior to termination.

30.2. Termination Events

30.2.1. Termination in the City’s Discretion

a. The City may, in its discretion (subject to prior notice in accordance with Section 30.2.1.b and to Section 30.2.1.d), terminate this Agreement at any time on or before the Expiry Date by delivering to the Developer a Termination Notice to such effect.

b. Any such termination shall be effective 30 Calendar Days from the date of the Termination Notice, or on such later date as the City may specify in such notice.

c. As a consequence of any such termination, the City shall pay the Termination Amount to the Developer as determined pursuant to Schedule 6 within the time period provided in Section 30.3.2.a.

d. Notwithstanding the foregoing, if the occurrence and/or continuation of a Developer Default is subject to a good faith dispute which is not yet Agreed or Determined and the City reasonably believes that as a result of such Developer Default it has a right to terminate this Agreement pursuant to Section 30.2.2, notwithstanding such dispute the City shall be entitled to terminate this Agreement in its discretion pursuant to this Section 30.2.1 and pay the Termination Amount to the Developer which would apply with respect to a Developer Default pursuant to Section 30.2.2.c. If it is subsequently Agreed or Determined that no such Developer Default had occurred or was continuing, then the City shall pay such additional amount as shall be necessary for the total Termination Amount paid to the Developer to equal the amount which would apply with respect to a City initiated termination pursuant to Section 30.2.1.c.

30.2.2. Termination for Developer Default

a. If a Developer Default occurs and has not been cured within the applicable Developer Default Cure Period, the City may, in its discretion and subject to prior notice in accordance with Section 30.2.2.b and the Lenders’ rights pursuant to the Lenders Direct Agreement, terminate this Agreement at any time that such default is continuing by delivering to the Developer a Termination Notice to such effect.

b. Subject to the Lenders Direct Agreement, any such termination for Developer Default shall be effective 30 Calendar Days from the date of the Termination Notice, or on such later date as the City may specify in such notice.
c. As a consequence of any termination for Developer Default, the City shall pay the Termination Amount to the Developer as determined pursuant to Schedule 6 within the time period provided in Section 30.3.2.a.

30.2.3. Termination for City Default

a. If a City Default occurs and has not been cured within the applicable City Default Cure Period, the Developer may, in its discretion and subject to prior notice in accordance with Section 30.2.3.b, terminate this Agreement at any time that such default is continuing by delivering to the City a Termination Notice to such effect.

b. Any such termination for City Default shall be effective 30 Calendar Days from the date of the Termination Notice.

c. As a consequence of any termination for City Default, the City shall be obligated to pay the Termination Amount to the Developer as determined pursuant to Schedule 6 within the time period provided in Section 30.3.2.a.

30.2.4. Termination by Court Ruling

a. Any Termination by Court Ruling shall become effective and automatically terminate Agreement upon issuance of the final, non-appealable court order by a court of competent jurisdiction.

b. As a consequence of any Termination by Court Ruling, excluding any such event that arises by reason of a Developer Default or a City Default, the City shall pay the Termination Amount to the Developer as determined pursuant to Schedule 6 within the time period provided in Section 30.3.2.a.

c. As a consequence of any Termination by Court Ruling that arises by reason of a Developer Default or a City Default, the City shall pay the Termination Amount to the Developer pursuant to Section 30.2.2.c or Section 30.2.3.c, as applicable.

30.2.5. Termination for Failure to Organize

a. If the Developer fails to organize any Title 32 District pursuant to Section 11.1.a of Schedule 14 by [deadline to be provided in a subsequent Addendum] and such failure has continued for 30 Calendar Days, the City may, in its discretion and subject to the Lenders Direct Agreement, terminate this Agreement by delivery of a Termination Notice which shall be effective 30 Calendar Days thereafter, or on such later date as the City may specify in such notice.

b. As a consequence of any Termination for Failure to Organize, the City shall pay the Termination Amount to the Developer as determined pursuant to Schedule 6 within the time period provided in Section 30.3.2.a.

30.2.6. Termination for Extended Events

a. If any of the following conditions is satisfied:

i. any single Relief Event causes one or both Parties to be unable to comply with its or their material obligations with respect to all or a material portion of the Project or the Work and such event and inability continues for a continuous period of at least [365] Calendar Days; or

ii. all Relief Events cumulatively result in a Delay Period of more than [750] Calendar Days,

then either Party may in its discretion, subject to Sections 30.2.6.b and 30.2.6.a, terminate this Agreement at any time thereafter:
iii. during the continuation of the relevant event referred to in Section 30.2.6.a.i or Section 30.2.6.a.ii; or

iv. with respect to the relevant event referred to in Section 30.2.6.a.i or Section 30.2.6.a.ii, during the continuation of the Delay Period,

(any such event, an “Extended Event”) by delivering to the other Party a Termination Notice to such effect (a “Termination for Extended Events”).

b. Any Termination for Extended Events shall be effective [30] Calendar Days from the date of the Termination Notice, provided that the City may, in its discretion (and without prejudice to the City’s right to subsequently issue a Termination Notice pursuant to Section 30.2.6.a at any time thereafter with respect to such Extended Event to the extent then continuing), reject any Termination Notice delivered by Developer within [20] Working Days of receipt, in which case such Extended Event and, with respect to the relevant event referred to in Section 30.2.6.a.i or Section 30.2.6.a.ii, any subsequent Relief Events, shall constitute Compensation Events from the date of the Termination Notice.

c. As a consequence of any Termination for Extended Events, the City shall pay the Termination Amount to the Developer as determined pursuant to Schedule 6.

30.3. Consequences of Termination

30.3.1. Effectiveness of Termination

a. On the Termination Date as determined pursuant to Section 30.2, this Agreement shall automatically terminate.

b. The effectiveness of termination is not subject to any Termination Amount having been paid on or before the Termination Date.

30.3.2. Payment of Termination Amount

a. Subject to the following, the City shall pay any Termination Amount due and payable within [270] Calendar Days after the Termination Date with respect to a City Default and otherwise within [180] Calendar Days after the Termination Date.

b. [In a subsequent Addendum, the City anticipates adding a provision to provide for payment of the Termination Amount over time through a continuation of the APC. This provision would be triggered where payment of a lump sum amount is not immediately possible, including due to the TABOR provisions of the Colorado Constitution. Under this approach, the Termination Amounts (less amounts paid) would be periodically refreshed, and the City would commit to continue to pursue payment of the lump sum amount.]

30.4. No Increased Termination Liabilities

a. Notwithstanding any other provision of this Agreement, but subject to Section 30.4.b:

i. no otherwise effective amendment or waiver of any provision of, or exercise of any right under, or term or condition not previously disclosed to the City at such time as the relevant contract or document was provided to the City of its Approval in accordance with the requirements of this Agreement in:

A. any Principal Subcontract;
B. any other Subcontract to which the Developer is a party; or
C. any Financing Document;

ii. no otherwise effective Refinancing; and
iii. accreting swap, other derivative, or Financing Document provision which increases notional amount of any Project Debt,

shall, as between the City and the Developer, have the effect of increasing the amount of the City’s termination liabilities as of the Termination Date as reflected in any Termination Amount.

b. Section 30.4.a shall not apply with respect to any such amendment, waiver, exercise of any right or any Refinancing:

i. to the extent such constitutes:

   A. an amendment or waiver of any provision of any Principal Subcontract, or any other Subcontract to which the Developer is a party, to the extent necessary to reflect a corresponding amendment to, or Change under, this Agreement;

   B. an Exempt Refinancing described in paragraphs [a., b. (provided that, for purposes of this Section 30.4, paragraph b.ii.) shall be deemed not to apply), d., e. or f. of the definition thereof in Annex C; and

   C. for certainty, any incurrence of Project Debt through a drawing or disbursement:

      1. that constitutes an Exempt Refinancing as described in Section 30.4.b.i.B; or

      2. pursuant to the terms of any Financing Agreement referenced in [paragraph a. of the definition thereof] in Annex C as in effect on the Financial Close Date or that was subsequently amended or entered into with the City's consent pursuant to Section 30.4.b,

ii. if, after giving effect to the implementation thereof, such amendment, waiver, exercise of any right, any Refinancing, or any accreting swap, other derivative, or Financing Document provision, would not increase the projected (in the case of amounts that may be determined in accordance with the Financial Model) or reasonably estimated maximum amount of the City’s liabilities to the Developer as of the Termination Date relative to the projected or reasonably estimated, as applicable, maximum amount of such liabilities without giving effect to the implementation thereof; or

iii. if the Developer has obtained the City’s prior written consent to the same resulting in a potential increase in the City’s liabilities to the Developer of the kind referenced in Section 30.4.b.ii, which consent shall:

   A. reference this Section 30.4.b.iii; and

   B. be subject to the City’s acceptance, Approval, consent, approval or like assent as otherwise provided for in this Agreement with respect to the relevant amendment, waiver, exercise of any right or any Refinancing, or otherwise (if not so provided) subject to the City’s Approval in its discretion.

30.5. Exclusivity of Remedy

Any Termination Amount irrevocably paid by the City to the Developer shall be in full and final settlement of the Developer's or any Developer-Related Entity’s rights and claims against the City for, or in connection with, breaches and/or termination of this Agreement whether under contract, tort, restitution or otherwise, but without prejudice to:
a. any antecedent liability of the City to the Developer that arose prior to the Termination Date (but not from the termination itself) to the extent such liability has not already been taken into account in the determination of the Termination Amount (which amount, for certainty, shall in all cases be deemed to take into account any otherwise earned or payable Availability Payment that remains unpaid on the Termination Date); and

b. any liabilities arising in respect of any breach by the City after the Termination Date of any obligation under this Agreement that survives the Termination Date, to the extent such liability has not already been taken into account in the determination of any Termination Amount.

31. HANDBACK ACTIVITIES

31.1. Preparations for Handover

a. During:

i. the final 24 months prior to the Expiry Date; or

ii. the period after the service of any Termination Notice or the occurrence of any Termination by Court Ruling,

as applicable, and in either case for a period of time thereafter as reasonably required by the City, Developer shall, without limiting its other obligations under this Agreement, use Reasonable Efforts to cooperate and coordinate with the transfer with effect from the Expiry Date or Termination Date, as applicable, of responsibility for the Work to the City and/or any Person designated by the City.

b. For purposes of Section 31.1.a, Developer’s obligations to cooperate and coordinate shall include:

i. cooperating with the City and/or any Person designated by it, and providing reasonable assistance and advice concerning the Work and its transfer to the City and/or to such Person;

ii. promptly providing to the City and/or its designee with:

A. Site access pursuant to Section 18.1.1; and

B. pursuant to Section 16.1, access to and, on request pursuant to Section 17, copies of, all Project Records including all:

1. information on the identity, terms and conditions of employment of all employees of Developer or any Principal Subcontractor employed in the provision of the Work at such time or, with respect to any early termination of this Agreement, immediately prior to the service of any Termination Notice or the occurrence of any Termination by Court Ruling, in each case subject to the express written consent of the individual affected employees to the extent such information identifies individual persons;

2. manuals;

3. equipment logs;

4. drawings;

5. files; and

6. specifications,
Project Agreement

as reasonably required for the efficient transfer of responsibility of performance of the Project, and Developer shall warrant that, to the best of its knowledge and belief, the information contained in such Project Records is accurate in all material respects; and

iii. using Reasonable Efforts to complete all reasonably necessary preliminary acts (including entering into any contracts) to ensure its ability to comply with its obligations under Section 31.2.b on and from the Expiry Date or the Termination Date, as applicable.

31.2. Assignments and Transfers

a. Without limiting its other obligations under this Agreement, on the Expiry Date (or, if earlier, on the Termination Date), and subject to the Lenders Direct Agreement and the Principal Subcontractor Direct Agreements, Developer shall, unless the City elects in writing to the contrary, assign and transfer to the City, and/or any Person designated by the City, for no additional payment:

i. the benefit of any and all Principal Subcontracts, and/or other direct contractual arrangements (as may be reasonably required by the City) that Developer may have with any third parties in relation to the Project, provided that such arrangements are made on equivalent terms (or, where such terms have been amended or modified as a consequence of events or defaults giving rise to early termination of this Agreement, in the City’s discretion on terms equivalent to those prior to such amendments or modifications, except that at the City’s request the Developer shall procure that each such Principal Subcontract or contractual arrangement which would at the time of assignment and transfer have less than [24] months remaining in its term automatically be extended to a remaining term of [24] months;

ii. to the extent not effected pursuant to any assignment and transfer made pursuant to Section 32.2.i, all Permits; and

iii. to the extent not effected pursuant to any assignment and transfer made pursuant to Section 32.2.a.i, its rights, title and interest in and to:

A. any physical asset used from time to time by the Developer or a Subcontractor to perform its obligations under this Agreement or any Subcontract:

   1. including any Element, land or buildings (whether or not part of or on the Site, but excluding those in the Private Development Area), plant or machinery, equipment, spare parts, and tools, and including in each case all transferrable warranties with respect to the same; but

   2. excluding those which are not fixtures, are not owned by Developer, and were not purchased by another Developer-Related Entity primarily or exclusively with Project funds or revenues, or which are exclusively under the ownership and control of Private Development Subcontractors;

B. warranties associated with the foregoing transferred assets and any Warrantied Project Elements; and

C. all Project Intellectual Property (excluding any Proprietary Intellectual Property, which shall remain subject to the license granted pursuant to Section 34.1);
in the case of software (which, for certainty, shall remain subject to the license granted pursuant to Section 34.1) together with (to the extent not otherwise provided for under the terms of any then existing Intellectual Property Escrow):

D. administrator access to each proprietary system software package and workstation, so that the City can maintain the software system and create users as required for the use of each software package; and

E. an agreement for the use and maintenance of any proprietary software product that is not commercial off-the-shelf software for a period of five years from the Expiry Date (or, if earlier, the Termination Date), provided that if, for any reason, the Developer cannot assign and transfer its interest in any of the foregoing, it shall declare a trust of all its beneficial interest in the same for the benefit of the City and/or its designee, or use Reasonable Efforts to make equivalent arrangements (including with respect to assets not owned by the Developer through a license to use the same as necessary in connection with the Project) to provide the City with equivalent rights and protections. The Developer hereby irrevocably and unconditionally appoints the City as Developer’s lawful attorney (and to the complete exclusion of any rights that Developer may have in such regard) for the purpose of generally executing or approving such deeds or documents and doing any such acts or things necessary to give effect to the foregoing as the City may in its discretion think fit.

b. Developer shall promptly after, and in any event no later than 20 Calendar Days after, as applicable, the Expiry Date or the Termination Date hand over to the City all Project Records and other Work Product owned by the City pursuant to this Agreement (or complete and accurate copies to the extent originals are not required by the City) by whatever means the City reasonably requires that are in the possession, custody or power of Developer or other Developer-Related Entities.

31.3. Hiring of Employees

a. Upon the City’s written request:

i. with respect to the scheduled end of the Term, made no later than 10 Calendar Days and no earlier than 120 Calendar Days prior to the Expiry Date;

ii. if a Developer Default occurs and it has not been cured within any relevant cure period, made at any time prior to 60 Calendar Days of any associated Termination Notice; and

iii. if not previously requested in connection with a Developer Default, in the event that this Agreement is terminated for any reason, within 60 Calendar Days of any associated Termination Notice or, as applicable, the occurrence of termination without such notice,

the Developer shall use Reasonable Efforts to:

iv. in addition to such information as is otherwise provided in accordance with Section 31.1.b.ii.B.1, deliver to the City such employment records, terms, and conditions, and other relevant information for purposes of review by the City and/or its designee and/or any replacement or succeeding contractor; and

v. facilitate such interviews of individual employees for post-expiry or termination positions with the City and/or its designee and/or any replacement or succeeding contractor,
as the City may request, subject to the express written consent of the individual affected employees, with respect to information only to the extent such information identifies individual persons.

b. The City is entitled itself or through a designee or replacement or succeeding contractor to subsequently and independently hire any, all, or no such employees in its and their discretion. For certainty, under no circumstances shall any such new employer be liable for Claim or Loss of any kind or character whatsoever, in Law or in equity, with respect to such employee’s prior employment (including with respect to any pension, benefit, or wages accrued or owed) or which the employee has or may have for any period prior to and including the date of the termination of their prior employment or at any time thereafter that they may have against the Developer or any other Developer-Related Entity including, claims for breach of contract, wrongful dismissal, unpaid wages, unfair dismissal, redundancy payment, any and all forms of employment discrimination in violation of any Law, any and all suits in tort, equal pay or any other claims or rights of action whatsoever or howsoever arising in connection with their employment with the Developer or another Developer-Related Entity or their termination.

31.4. Ongoing Support Agreement

a. Commencing on the earlier of the Expiry Date and the Termination Date and ending on the earlier of the [ ] anniversary thereafter and the [ ] Calendar Day following a written notice of early termination from the City to the Developer, the Developer shall provide certain Ongoing Support Services (as defined below) to the City.

b. Such Ongoing Support Services shall include the following: [list to be provided in a subsequent Addendum, and to include parts, services, and the like essential to the uninterrupted operation and maintenance of proprietary or legacy equipment, facilities, etc.], (collectively, the “Ongoing Support Services”), in each case as required for the continued operation and maintenance of the Project in accordance with standards equivalent to those that apply under this Agreement prior to the earlier of the Expiry Date and the Termination Date.

c. Absent or pending execution of a separate definitive agreement between the City and Developer with respect to the Ongoing Support Services (the “Ongoing Support Agreement”), the Parties agree that:

i. the Developer shall perform the following Ongoing Support Services during the period provided for in Section 31.4.a in accordance with this Section 31.4.e and such other provisions of this Agreement which by their inherent character should survive expiration or early termination of, or completion of the O&M Work, under this Agreement;

ii. in consideration of Developer’s performance of the Ongoing Support Services, the City shall pay for Developer for the Ongoing Support Services in accordance with Section 31.4.f; and

iii. Developer’s failure to comply with the terms of this Section 31.4 shall be considered a breach of this Agreement.

d. The Parties shall, no later than:

i. 180 Calendar Days prior to the Expiry Date;

ii. if a Developer Default occurs and it has not been cured within any relevant cure period, within 10 Calendar Days of any written request from the City; and
iii. if not previously requested in connection with a Developer Default, in the event that this Agreement is terminated for any reason, within 10 Calendar Days of any Termination Notice,

whichever occurs first, commence negotiations in good faith to memorialize the Ongoing Support Agreement using reasonable efforts to execute such agreement on or about the date of expiry or termination of this Agreement.

e. General Obligations for the Ongoing Support Services

Developer shall perform the Ongoing Support Services in accordance with:

i. the Technical Requirements, as applicable, or such equivalent successor specifications as the Parties may agree;

ii. the applicable Project Standards;

iii. Law;

iv. all Permits with respect thereto in effect from time to time;

v. Good Industry Practice; and

vi. all other requirements that the Parties shall agree to in the Ongoing Support Agreement.

f. Payments

i. The Parties agree that the Developer shall provide a detailed monthly invoice to the City for its Ongoing Support Services, and the City shall promptly pay such amounts due for such Ongoing Support Services.

ii. Absent agreement to the contrary in the Ongoing Support Agreement, Developer shall only be entitled to charge prices for materials, equipment, and services, and shall be obligated to apply discount structures and grant warranties to the City under the Ongoing Support Agreement and otherwise for the Ongoing Support Services, that are at least as favourable as the equivalent prices and discount structures and warranties offered or granted to any other party under like or similar circumstances or for like or similar materials, equipment, and services.

g. Other Provisions of the Ongoing Support Agreement

The Parties agree to negotiate in good faith with respect to the following additional terms to be included in the Ongoing Support Agreement:

i. the Developer’s ongoing rights of access to the Site for the delivery of Ongoing Support Services;

ii. the Developer’s insurance obligations, which at a minimum, shall be no less than those required from time to time from contractors performing similar services;

iii. [to be updated in a subsequent Addendum]; and

iv. any other terms the Parties shall deem reasonably necessary as a condition precedent to executing the Ongoing Support Agreement.

h. The Parties agree that the rights and obligations of the Parties in this Section 31.4 shall apply to the Ongoing Support Agreement.

31.5. No Contrary Activities
Developer shall not take any action (or refrain from taking any action), or permit any Contractor to or refrain from the same, in a manner that is calculated or intended to directly or indirectly prejudice or frustrate any of the activities or City rights contemplated under Sections 31.1 through 31.4.

31.6. Private Development

The foregoing Sections 31.1 through 31.4 are without prejudice to any rights the City may have under any recorded deed or Purchase and Sale Agreement, or at Law, with respect to the Private Development Area following the Expiry Date or Termination Date.

PART J: LIMITATIONS ON LIABILITY

32. REMEDIES

32.1. Developer’s Sole Remedies

Developer’s sole remedy in relation to matters for which an express right or remedy is stated in this Agreement, including as the result of the occurrence of any Supervening Event, shall be that right or remedy and Developer shall have no additional right or remedy however arising.

32.2. No Double Recovery

Notwithstanding any other provision of this Agreement, no Party shall be entitled to recover compensation under this Agreement or any other agreement in relation to the Project with respect to any Loss that it has incurred to the extent that it has already been compensated with respect to that Loss pursuant to this Agreement or otherwise.

32.3. Non-financial Remedies

Nothing in Section 32.1 and 32.2 shall prevent or restrict the right of the City or Developer to seek any non-financial remedies from the court pursuant to the Dispute Resolution Procedure.

32.4. Available Insurance

The Developer shall not be entitled to any payment or credit (or any portion of either thereof) which would have been due, or from which it would have otherwise received a benefit, under this Agreement to the extent that it is (or should have been) able to recover the amount or receive the benefit of such payment or credit (or such portion) under any Available Insurance.

33. LIABILITY

33.1. Waiver of Consequential Damages

a. Neither Party shall be liable to the other for any punitive, indirect, incidental, or consequential damages of any nature, whether arising out of a breach of this Agreement, tort (including negligence), or other legal theory of liability.

b. The limitation set out in Section 33.1.a shall not apply to:

i. any amounts expressly payable pursuant to this Agreement or any amounts entitled to be offset;

ii. Developer’s liability for:

A. Claims and/or Losses (including defense costs) to the extent that they are required to have been covered by Available Insurance;

B. amounts payable by Developer under an indemnity pursuant to this Agreement (but only to the extent such indemnity relates to a Claim asserted and/or Losses suffered by any Person other than the City); and
33.2. Joint and Several Liability

In the event that Developer, or its successors or assigns, if any, is at any time comprised of more than one individual or other legal entity (or a combination thereof) and is not itself a legal entity, then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Developer shall be the joint and several obligation or undertaking of each such individual or other legal entity.

33.3. No Personal Liability

Each Representative and each other Party authorized representative is acting solely as agents and representatives of the applicable Party which they represent when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the applicable Party for actions in their ordinary course of employment.

33.4. Governmental Immunity

The Parties acknowledge and agree that the City and its officials, officers and employees are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 2410-101, et seq., or otherwise available to the City and its officials, officers and employees.

PART K: MISCELLANEOUS

34. INTELLECTUAL PROPERTY RIGHTS

34.1. Grant of License, Ownership, and Use

a. The Developer hereby grants to (or, with respect to any Third Party Intellectual Property, shall provide to or obtain for) the City a non-exclusive, non-transferable (other than to any Campus Partner or 1909 Building Operator), irrevocable, fully paid up and sub-licensable license to use the Project Intellectual Property and any Third Party Intellectual Property only:

i. excluding the Proprietary Intellectual Property and any Third Party Intellectual Property for the purposes of this Project and the design, construction, programming, operation, and maintenance of other Facilities and areas on the NWC Campus and the conduct of NWC Campus Activities, including following termination of this Agreement; and

ii. in respect of the Proprietary Intellectual Property and, subject to Section 34.1.a.iv, any Third Party Intellectual Property:

A. to the extent reasonably necessary to effect integration with any Adjacent Project or Adjacent Facility; and

B. for the purposes of this Project and the design, construction, programming, operation, and maintenance of the NWC Campus and the conduct of NWC Campus Activities, including following termination of this Agreement,

provided that:
iii. the granting of such license and the City’s right to exercise its rights thereunder shall not be construed to provide the City with greater rights to oversee, direct, manage and engage in the Project and the Work than it would otherwise have under this Agreement, and the City agrees that any use of Project Intellectual Property in violation of the same by it or any of its sublicenses shall be at their own risk, cost and expense; and

iv. the Developer may, to the extent it is reasonably unable to comply with Section 34.1.a.ii with respect to any Third Party Intellectual Property, comply with its obligations under Section 34.1.a.ii through functionally equivalent alternative arrangements subject to the consent of the City (such consent not to be unreasonably withheld).

b. Subject to Section 34.3 and the terms of any Intellectual Property Escrow, the Developer shall deliver to the City copies of all Project Intellectual Property used in providing the Work promptly following delivery of written request from the City. Project Intellectual Property shall remain exclusively the property of the Developer (or, as applicable, another Person), notwithstanding any delivery of copies thereof to the City.

34.2. Right to Purchase

The City shall have the right to purchase from the Developer a non-exclusive, non-transferable, irrevocable, fully paid up and sub-licensable license to use the Proprietary Intellectual Property on any other development, facility, venue, event, or project owned and/or operated by the City subject to terms and conditions acceptable to the City and the Developer (each acting reasonably). If requested by the City, the Developer shall also use Reasonable Efforts to procure for the City a right to purchase an equivalent license to use any Third Party Intellectual Property.

34.3. Intellectual Property Escrow Agreement

a. The Developer shall elect either to:

i. deliver and/or grant access to Project Intellectual Property comprised of software, source code and/or source code documentation directly to the City for purposes of fulfilling the Developer’s obligations under Section 34.1, and enabling the City to exercise its rights pursuant to the license granted to it pursuant to Section [49.1.a]; or

ii. the Developer may elect to deposit with a neutral custodian any such Project Intellectual Property (including any modification, update, upgrade, correction, revision or replacement made to or in place of the same), provided that the Developer shall not make any such election, or seek or require terms related to any resulting Intellectual Property Escrow, in a manner that is calculated or intended to directly or indirectly prejudice or frustrate the City’s ability to exercise its rights pursuant to the license granted to it pursuant to Section 34.1.a.

b. If the Developer makes an election pursuant to Section 34.1.a.ii, the Developer shall select, subject to the City’s Approval, in its discretion, one or more escrow companies or other neutral custodian, and establish one or more escrows (each, an “Intellectual Property Escrow”) with such an agent, subject to terms and conditions acceptable to the City and the Developer (each acting reasonably), for the deposit, retention, upkeep and release of such Project Intellectual Property. Intellectual Property Escrows also may include Developer-Related Entities other than the Developer as parties.

c. If the Developer elects to deliver such Project Intellectual Property to an escrow agent, the Developer shall make such delivery not later than the following times:
i. for pre-existing software, source code and source code documentation, immediately upon execution of this Agreement or, if provided by a Subcontractor, upon execution of the relevant Subcontract;

ii. for software, source code and source code documentation incorporated into or used on or for the Project or any portion thereof, by the 15th Calendar Day after it is first incorporated or used; and

iii. for any modification, update, upgrade, correction, revision or replacement made to or in place to or of any software, source code and source code documentation previously delivered pursuant to Section 49.3.c.i or 49.3.c.ii, not later than the 15th Calendar Day after the end of the calendar quarter in which it is first incorporated or used.

d. The City shall be named intended third-party beneficiary of each escrow agreement and each Intellectual Property Escrow with direct rights of enforcement against the Developer (and, if applicable, any other Developer-Related Entity) and the relevant escrow agent. Each escrow agreement shall provide that neither the Developer nor the relevant escrow agent (nor, if applicable, any other Developer-Related Entity) shall have any right to amend or supplement it, or waive any provision thereof, without the City’s prior Approval, in its discretion.

e. Intellectual Property Escrows shall provide rights of access, use and inspection (but not, for certainty, possession) to the Parties and their designees at any time to permit the City fully to exercise its rights pursuant to the license granted to it pursuant to Section (including, on and from the Expiry Date (or, if earlier, on and from the Termination Date) such rights as are required pursuant to Section 31.2.a), subject to terms and conditions reasonably necessary to protect the confidentiality and proprietary nature of the contents of such Intellectual Property Escrows.

f. The Intellectual Property Escrows shall survive Substantial Completion, Final Acceptance and the end of the Term regardless of the reason for a period of five years from the Expiry Date (or, if earlier, the Termination Date), or otherwise until such earlier date such time as the Parties mutually agree, in their respective sole discretion, that the Intellectual Property contained therein is of no further use or benefit to the Project.

35. GOVERNING LAW; JURISDICTION

35.1. Governing Law

This Agreement shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado including the City Charter, the City’s Revised Municipal Code, and the rules, regulations, executive orders, and fiscal rules of the City.

35.2. Dispute resolution

Except as expressly set out in this Agreement, any Dispute shall be resolved in accordance with the provisions of Schedule 29.

35.3. Jurisdiction

a. Each Party agrees that it shall not be entitled to initiate any court proceedings with respect to a Dispute other than pursuant to Section 8 of Schedule 29.

b. Each of the Parties hereby irrevocably submits to the jurisdiction of the United States District Court of Colorado and the State District Court of Colorado for the City and County of Denver with regard to any Dispute and irrevocably waives, to the fullest extent permitted by applicable Law:
Project Agreement

35.4. Consent to Service of Process
The Developer irrevocably consents to service of process by notice as provided for in Section 38.2.a.iii.

36. BINDING EFFECT; SUCCESSORS AND ASSIGNS

36.1. Binding Effect
This Agreement shall be binding upon and inure to the benefit of the City and Developer and each of their respective permitted successors and assigns.

36.2. Assignments and Transfers by Developer
Except to the extent permitted by Sections 24.2 and 25.4 (including as a result of any foreclosure or other enforcement of any security interest that the Developer is permitted to grant or create thereunder) and otherwise as expressly permitted with respect to the Private Development Rights, the Developer shall not effect, and shall not permit, any assignment, transfer, mortgage, pledge or encumbrance of any of its interests in the Project, the Site, or the Work, or its interests in, or rights or obligations under this Agreement, the Subcontracts, any Contractor Bond and the Insurance Policies, without the City’s prior consent in its discretion.

36.3. Assignments and Transfers by the City
The City may assign, transfer, mortgage, pledge and/or encumber its interests in, or rights or obligations under, this Agreement, any Contractor Bond, the [direct agreements] and/or the Insurance Policies to with the prior written consent of Developer, which consent shall not be unreasonably withheld.11

37. ANCILLARY AGREEMENTS, AMENDMENTS, AND WAIVERS

37.1. Ancillary Agreements
The City Council hereby delegates authority to the [City Representative and/or others, to be determined] to execute and deliver, on behalf of the City, [list agreements], and any other ancillary agreement, instrument, certificate or other document required to consummate the transactions contemplated in this Agreement, and any amendments or waivers thereto.

37.2. Amendments
Except as otherwise expressly provided in this Agreement, this Agreement shall only may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns, provided that unless otherwise required by Law, the following shall only require execution by the Parties’ Representatives:

a. Change Orders and Change Directive;

b. an agreement to resolution of a Supervening Event Claim;

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11 Note to Proposers: Under review for adjustment to include City discretion to assign or transfer rights and obligations to Campus Partners in a manner that aligns with the authority, roles, and resources of such partners.
c. any extension of the Financial Close Deadline; and

d. any amendments that correct an error, conflict, ambiguity, or inconsistency which does not materially alter the rights and obligations of the Parties or the risk allocation under the Agreement, as reasonably determined by the City Representative.

37.3. Waivers

Except to the extent otherwise expressly provided in this Agreement:

a. any waiver of, or consent to depart from, the requirements of any provision of this Agreement:
   i. shall be approved in the discretion of the Party giving it;
   ii. shall be effective only if it is in writing by such Party, and only in the specific instance, for the specific time, subject to the specific conditions, and for the specific purpose for which it has been given; and
   iii. shall not in any way limit or waive that Party’s right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding;

b. no failure or delay on the part of any Party to exercise any right or power under this Agreement shall operate as a waiver of such right or power; and

c. no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent, approval, acceptance, or like assent, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.

38. NOTICES

38.1. Methods of Notice Submission

Any notice and any other Approval, acceptance, consent, approval, or like assent, comment, report, or other communication required or permitted to be given or made by a Party under this Agreement to another Party must be given in writing.

38.2. Written Notices

a. Written notice by physical paper documents is not required, unless:
   i. for transmission of [specified types of Submittals], where specified in this Agreement or either Party is directed otherwise by the other party;
   ii. for all document transmittals and written communications from either Party to third-parties that request such method of delivery; or
   iii. for service of process.

b. Where required, all written notices must be delivered personally or by mail or recognized national courier service to:
   i. If to Developer:
      [ ]
   ii. If to the City:
      [ ]
38.3. Time and Date of Notice Submission.
   a. Notices shall be deemed effective:
      i. if delivered by email or equivalent forms of digital communication mutually
         accepted by the Parties, when recorded as submitted by the same;
      ii. if delivered by mail, three Working Days after mailing pursuant to this Section;
      iii. if delivered personally, upon receipt; and
      iv. if delivered by recognized national overnight courier service, the following Working
         Day after sending pursuant to this Section.
   b. in each case measured from (i) the Working Day of delivery if delivered before 4:00pm
      Mountain Time and (ii) the Working Day after delivery if delivered after 4:00pm Mountain
      Time.

38.4. Changes in Address
   The addresses stated above may be revised without need for modification or amendment of this
   Agreement, provided written notification is given.

39. SURVIVAL
   The following provisions of this Agreement shall survive expiration or earlier termination of this
   Agreement and/or completion of the Work:
   a. each Party’s representations and warranties as provided for in Section 3.5;
   b. Developer’s record keeping obligations under Section 16.1;
   c. Developer’s obligations to release, protect, defend, indemnify, reimburse, and hold the
      Indemnified Parties made pursuant to Section 22;
   d. the City’s rights under Sections 34.1.a and 34.2;
   e. any Intellectual Property Escrows in accordance with Section 34.3.f;
   f. the rights to compensation and other obligations to make payments hereunder;
   g. [additional customarily surviving provisions to be added in a subsequent addendum]; and
   h. any other provisions which, either expressly or by their context, are intended to operate
      after termination or expiration of this Agreement and/or completion of the Work.

40. CONSTRUCTION OF AGREEMENT
40.1. Entire Agreement
   This Agreement contains the entire understanding of the Parties with respect to the subject matter
   hereof and supersede all prior agreements, understandings, statements, representations and
   negotiations between the Parties with respect to their subject matter.

40.2. Rights and Remedies Cumulative
   Except to the extent otherwise expressly provided in this Agreement, the rights and remedies of
   the City hereunder are cumulative and are not exclusive of any rights or remedies that the City
   would otherwise have.

40.3. Severability
   a. If any provision (or part of any provision) of this Agreement is ruled invalid (including due
      to Change in Law) by a court having proper jurisdiction, then the Parties shall:
i. promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the Parties; and

ii. if necessary or desirable, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.

b. If any provision (or part of any provision) of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality, and enforceability of any other provision of (or the other part of such provision) or any other documents referenced in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

41. INDEPENDENT DEVELOPER

a. The Developer is an independent contractor, and nothing contained in this Agreement shall be construed as constituting any relationship with the City other than that of Project developer and independent contractor. It is the express intent and agreement of the Parties that nothing in the Agreement, other than the grant of Private Development Rights to the extent such are effected through a Purchase and Sale Agreement, is intended or shall be construed to create any landlord-tenant, lessor-lessee of real property, optionor-optionee, vendor-purchaser, mortgagor-mortgagee, or principal-agent relationship between the City and Developer, and in no event shall either Party take a position in any tax return, insurance application or questionnaire, financial statement, financial report, regulatory filing, securities filing, loan document, or other writing of any kind that any such relationship exists.

b. Nothing in the Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship between the City and Developer; and in no event shall either Party take a position in any tax return or other writing of any kind that a partnership, joint venture or similar relationship exists. While the term “public-private partnership” may be used on occasion to refer to contractual relationships of the type created, the Parties do not thereby express any intention to form or hold themselves out as a de jure or de facto partnership, joint venture or similar relationship, to share net profits or net losses, or to give the City control or joint control over Developer’s financial decisions or discretionary actions concerning the Project and Work.

c. Other than with respect to the [direct agreements], in no event shall the relationship between the City and the Developer be construed as creating any relationship whatsoever between the City and Developer’s employees, and/or any Subcontractor or Private Development Subcontractors, or employee of the same. Neither Developer nor any of its employees or any of its Subcontractors or Private Development Subcontractor’s employees is or shall be deemed to be an employee of the City.

d. Except as otherwise specified in this Agreement, as between the Parties the Developer has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and Private Development Subcontractors and for all other Persons that Developer or any Subcontractor or Private Development Subcontractor hires to perform or assist in performing the Work.

42. COSTS AND EXPENSES OF THE PARTIES

Except as otherwise expressly provided in this Agreement or any other binding written agreement, each Party shall bear its own costs and expenses in connection with the preparation, negotiation, execution, and performance of this Agreement and all other related agreements.
43. **LIMITATION ON THIRD PARTY BENEFICIARIES**

Other than as expressly provided for in Section 6.4, the Parties do not intend for any provisions of this Agreement to create any third-party beneficiary rights hereunder, or to authorize anyone not a Party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. Notwithstanding the foregoing, the duties, obligations and responsibilities of the Parties with respect to third parties shall remain as imposed by Law.

44. **FURTHER ASSURANCES**

The Developer shall promptly execute and deliver to the City, or such other Campus Partner as the City directs, all such instruments and other documents and assurances as are reasonably requested by the City to further evidence the obligations of the Developer hereunder, including assurances regarding the obligations of the Developer-Related Entities referenced herein.

45. **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission by electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart. The Parties, in the manner specified by the City, may sign this Agreement digitally.

[to insert signature page(s)]
ANNEX A: RULES OF INTERPRETATION, OF CONSTRUCTION, AND FOR RESOLUTION OF CONFLICTS, AMBIGUITIES, AND INCONSISTENCIES

1. INTERPRETATION OF CERTAIN TERMS, PHRASES, AND LANGUAGE

1.1. Headings and Other Internal References

a. Headings are inserted for convenience only and shall not affect interpretation of this Agreement.

b. Except as the context may otherwise provide, the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.

c. Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section within this Agreement is a reference to such Section of this Agreement (excluding the Schedules).

1.2. Common Terms and References

a. The singular includes the plural and vice versa.

b. Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words that follow.

c. The verb “shall” has the same meaning and effect as the verb “shall”, with each equating to the term “must” except as the context may otherwise provide.

d. The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.

e. The word “notice” means written notice, unless specified otherwise.

1.3. References to Agreements, Documents, Law, and Permits

Except as otherwise expressly provided in this Agreement, a reference:

a. to an agreement or document shall be construed to be a reference to the same as it may be amended, modified or supplemented from time to time pursuant to its terms or Law, as applicable; and

b. to any Law or Permit shall be construed as a reference to the same as amended, replaced, consolidated or re-enacted (as applicable) from time to time including, with respect to any Law, inclusive of any associated implementing regulations or rules pertaining to or promulgated pursuant to such Law and of any future Law pertaining to the same or similar subject matter

1.4. References to Persons

Except as otherwise expressly provided in this Agreement:

a. a reference to a Person includes such Person’s permitted successors, assigns, and transferees;

b. any gendered reference includes each alternative and non-binary gendered reference; and

c. the words “they”, “them”, “themselves”, and “their” when used to refer to a single Person or a grammatically singular antecedent shall be construed as intentional uses of the singular pronoun “they” in its various forms.

City and County of Denver
National Western Center Triangle Project

Addendum #2
March 4, 2020

Annex A-1
1.5. **References to Joint Ventures**

Except as otherwise expressly provided in this Agreement, a reference to any Developer-Related Entity, including the Developer and any Principal Subcontractor, which is at the relevant time not a single legal entity but instead a consortium, partnership, joint venture, or other unincorporated grouping acting together for a common purpose, shall be construed to be a reference to each and all members or partners of the same.

1.6. **References to Deadlines, Times and Days**

a. Unless specified otherwise, all statements of or references to a specific time in this Agreement are to Mountain Time.

b. Whenever this Agreement requires either Party to make any payment, or provide or deliver any Approval, consent, acceptance, or like assent, notice, Submittal, comment, or any information or material, or otherwise complete any action or performance, in each case, on or no later than a date that is a Calendar Day that is not also a Working Day, such deadline shall automatically be extended to the next Working Day to occur after such Calendar Day.

1.7. **Professional Language, Financial and Monetary Terms, and Terms of Art**

a. Except as otherwise specified herein or as the context may otherwise require, words and phrases not otherwise defined herein that have well-known engineering, construction, real estate, [event-based entertainment.,] or insurance industry meanings shall be construed pursuant to such recognized meanings;

b. Except as otherwise specified herein or as the context may otherwise require:
   i. statements of, or references to, dollar amounts or money, including references to "$" and "dollars", are to the lawful currency of the United States of America; and
   ii. words and phrases not otherwise defined herein of an accounting or financial nature shall be construed pursuant to GAAP, subject to and taking into account the context in which such words and phrases are used.

c. The words “digital” and “electronic” when used to refer to computation, media, or communications, and the words “computer” (and equivalent), “server”, “algorithm”, “blockchain”, “software”, “source code”, “source code”, “IT”, “network”, and “cloud” include all technology or services having electrical, digital, magnetic, wireless, optical, electromagnetic, quantum, or similar capabilities that are used to facilitate the collection, computation, storage or dissemination of data and information as of the Effective Date, and all other successor forms of technology that from time to time customarily serve the same or equivalent purposes which come into existence or widespread use after the Effective Date.

d. All references to reimbursement of another Person’s “cost and expense” or “costs and expenses” shall be deemed to be references to reimbursement of all relevant third-party fees, costs, and expenses incurred by such Person, including for those of external legal counsel and other external advisors, provided that with respect to the City its “costs and expenses” shall also include actual internal costs in the event such are incurred as a result of a Developer Fault Event.

1.8. **References to Standards for Due Diligence**

a. Except as otherwise expressly provided in this Agreement, references to the Developer conducting “due diligence pursuant to Good Industry Practice” and the equivalent shall be construed to refer to due diligence conducted on or prior to the date of Proposal submission (or, where specified, the Setting Date) and take into account, without limitation:
i. the assumption that the Developer and all Developer-Related Entities complied with at least Good Industry Practice when conducting due diligence taking into account the applicable rules of and process set forth in the ITP, regardless of actual compliance;

ii. the inference that diligence conducted by Developer-Related Entities on behalf the Developer as part of the RFP procurement process shall be deemed to have been conducted by the Developer; and

iii. the public-private partnership method of contracting under this Agreement, and the allowance for private real estate development with respect to Private Development.

b. The Developer acknowledges and agrees that any failure by or on behalf of the Developer to:

i. undertake (including through Developer-Related Entities Entities) due diligence pursuant to Good Industry Practice in accordance the foregoing through and including the date of Proposal submission; and/or

ii. having conducted such due diligence, to reasonably identify, observe, expect or anticipate any condition or circumstance, or having done so, to price (including through contingencies) and/or schedule (including through allocation of float) the Work through its Proposal and the terms of this Agreement to account for such condition or circumstance,

shall constitute a Developer Fault Event in accordance with the definition thereof, in each case without limiting the Developer’s other resulting obligation and liabilities under this Agreement.

2. INDEXATION

Except as otherwise expressly provided in this Agreement [and subject to [ ]], where in this Agreement an amount is expressed to be “indexed”, such expression means that the relevant amount shall be [adjusted by the percentage increase, if any, or decrease, if any, in the Index during the applicable adjustment period, for which purposes “Index” means [ ].

3. CONSTRUCTION OF THIS AGREEMENT

3.1. Terms of Construction for Negotiated Agreement

a. The Parties acknowledge and agree that, except with respect to the Developer’s Proposal Extracts and any ATCs or AFCs within such extracts, this Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation over a considerable period of time, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof.

b. Accordingly, subject to the following and Section 4.2 of this Annex A, the language in all parts of this Agreement shall in all cases be construed simply as a whole and in accordance with its fair meaning and, except with respect to the Developer’s Proposal Extracts and any ATCs or AFCs within such extracts, shall not be construed against the Person that prepared them and the Parties waive any Law with contrary effect which would otherwise be applicable in connection with the construction and interpretation of this Agreement.

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12 Note to Draft: Addition of indexation formula, selection of Index, and alignment with Schedule, under review for refinement in a subsequent Addendum.
3.2. Special Provisions with Respect to Reference Documents, Technical Requirements, Proposal Extracts, ATCs, AFCs, and Design

3.2.1. Provisions Applicable to the Developer’s Use of Reference Documents

The Developer shall bear all risk, including of delay and/or increased cost, resulting from or arising out of the use of the Reference Documents, including as a basis for [final design], or any differences between its design for any portion of the Project and the Reference Documents, except to the extent such risk is expressly borne by the City in connection with a Supervening Event or otherwise under the terms of this Agreement.

3.2.2. Provisions Generally Applicable to the Developer’s Proposal and Development Plan

a. The Developer shall bear all risk, including of delay and/or increased cost, resulting from or arising out of:

   i. any discrepancies between or among (A) the Technical Requirements and (B) its Proposal submitted in response to the RFP (including incorporated in the Proposal Extracts and the ATCs and AFCs) and/or Development Plan;

   ii. any omissions from the [final design] and/or the Development Plan; and

   iii. for any misdescription in the Technical Requirements of details of Work that are necessary to carry out the intent of this Agreement.

b. Incorporation into this Agreement of any part of the Proposal, including the Proposal Extracts, the ATCs, the AFCs, and any draft Development Plan, shall not limit, modify, or alter the City’s right to review and approve any Submittal, be deemed as acceptance or approval of any part of the Proposal by the City as conforming with the requirements of this Agreement, or waive any right to apply or enforce any terms of this Agreement that relate to the interpretation and instruction of this Agreement.

c. If any part of the Proposal (including as incorporated in the Proposal Extracts, the ATCs, the AFCs, and any Development Plan), the [final design] and/or the Development Plan that includes statements, terms, concepts or designs that can reasonably be interpreted as commitments or offers acceptable on award of the Project or City Approval of [final design] or the Development Plan:

   i. to provide higher quality items, materials, designs, or products than otherwise required by this Agreement;

   ii. to adhere to more stringent requirements than otherwise required by this Agreement; or

   iii. to perform services or meet standards in addition to or better than those otherwise required under this Agreement,

in each case where public and Campus Partner policy considerations expressed in this Agreement, the Third Party Agreements, and the Reference Documents shall be taken into account in determining what constitute higher quality, more stringent adherence, or additional or better performance, then the Developer’s obligations hereunder shall include compliance and performance in accordance with such statements, terms, concepts, and designs.

3.2.3. Provisions Generally Applicable to ATCs, AFCs, and the Development Plan

a. The Developer acknowledges that it shall not be entitled to make any claim against or otherwise seek any extension of time, additional compensation, or relief from City, which it would otherwise be entitled to make or seek in connection with any risk, cost, liability or obligation that arises due to the Developer’s use and implementation of an ATC or an AFC
or its implementation of any Development Plan, unless such is expressly assumed by the City without condition as its risk pursuant to the City’s Approval in its discretion of the same and/or pursuant to the express terms of this Agreement.

b. In the event that the inclusion of any ATC or an AFC in this Agreement was made subject to any express condition, the Developer shall be solely responsible for satisfying such condition. If any such condition is not satisfied, and without limiting the City’s other rights hereunder, the Developer shall comply with the requirements of this Agreement (unmodified by such ATC or AFC) without any resulting entitlement to an extension of time, relief and/or compensation.

c. In the event that any ATC, any AFC, or the Development Plan requires additional, analysis, assessment, approvals, permits or findings prior to implementation, the Developer shall:
   i. be solely responsible for the cost and schedule impact of any related review, analysis, assessment, approvals, permits, and findings; and
   ii. be solely responsible for the risk that any approvals, permits, or findings are delayed or not (or are not timely) granted, issued, approved or obtained, without any resulting entitlement to an extension of time, relief and/or compensation.

d. With respect to any ATC, any AFC, and the Development Plan:
   i. statements, terms, concepts or designs set out in any ATC or AFC apply solely with respect to the specific locations noted or the detailed components expressly defined or provisions referenced; and
   ii. the Developer acknowledges that elements of ATCs, AFCs, and the Development Plan are conceptual and agrees it is responsible for any errors, omissions or inconsistencies in, among or resulting from any ATCs, AFCs, and the Development Plan and for any additional Work required as a result of design and Private Development in order to meet all Agreement requirements as a result of the implementation of such ATC, AFC, and/or Development Plan.

4. RESOLUTION OF CONFLICTS, AMBIGUITIES, AND INCONSISTENCIES

4.1. Interpretation and Resolution of Conflicts, Ambiguities and Inconsistencies

a. Each Party shall notify the other Party promptly after it identifies or becomes aware of any conflict, ambiguity, or inconsistency:
   i. of a type described in Section 4.2 of this Annex A;
   ii. between or among any Submittal and the provisions of this Agreement and/or the Project Standards; or
   iii. regarding the interpretation of any Submittal,
and each Party agrees to not take advantage of any such conflict, ambiguity, or inconsistency, or of any other error or omission in or to this Agreement.

b. To the extent that the Parties disagree on the reconciliation of any conflict, ambiguity, or inconsistency:
   i. between or among any Submittal and the provisions of this Agreement, to the extent such relates to any Submittal that the Developer is required to submit in accordance with Schedules [3, 4, and 7 through 21]; and/or
   ii. among the Project Standards and/or between the Project Standards and any provision of this Agreement,
the City may, in its discretion, notify Developer of its determination regarding such reconciliation, which determination shall be binding, unless such determination is Agreed or Determined to substantively amount to a unilateral amendment to this Agreement or to a Change not made pursuant to Section 12, or a breach the implied covenant of good faith and fair dealing.

4.2. Standards for Resolving Conflicts, Ambiguities and Inconsistencies

a. Subject to the other provisions of this Annex A, if there is any conflict, ambiguity, or inconsistency between or among any provision(s) of the Agreement that cannot be reconciled by reading all relevant provisions of the Agreement as mutually explanatory of one another, then the order of precedence shall be as follows:

i. a Change Order or amendment made pursuant to Section 37.2, but only with respect to such portion of the Agreement that it expressly modifies;

ii. this Agreement (including its Annexes but excluding the Schedules) shall prevail over any of the Schedules;

iii. any ATCs and any AFCs included in the Proposal Extracts except to the extent otherwise expressly provided in accordance with their terms and the terms of the incorporated ATC and AFC approvals;

iv. all other Schedules (excluding the Proposal Extracts not comprised of ATCs and AFCs); and

v. the Proposal Extracts (excluding those comprised of ATCs and AFCs);

provided that:

vi. in the event of any conflict, ambiguity, or inconsistency between or among the provisions of this Agreement (including the Schedules) with an equal order of precedence relating to the Developer’s obligations, liabilities, or performance, the most stringent requirement shall take precedence;

vii. except as otherwise expressly provided in this Contract, where this Contract cites any Reference Document to define requirements of this Contract, the cited portion of the applicable Reference Document shall (A) be deemed incorporated into this Contract to the extent it is so cited, and (B) have the same order of priority as the part of this Contract where the citation is made;

viii. notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict, ambiguity, or inconsistency between or among any applicable requirement under Law and any other requirement of this Agreement, the applicable requirement under Law shall take precedence;

ix. on plans, working drawings and standard plans, written or calculated dimensions take precedence over scaled dimensions;

x. except where expressly referenced in this Agreement, the Financial Model and its contents shall not be used to interpret this Agreement and shall not otherwise affect the meaning of this Agreement; and

xi. additional or supplemental requirements that Developer is required to comply with pursuant to this Agreement with a lower order of precedence relative to other parts of this Agreement as determined herein shall be given effect, except to the extent such requirements conflict or are inconsistent with, or otherwise create an ambiguity in relation to, the provisions contained in a part of this Agreement with a higher order of precedence.
b. Subject only to the Developer’s express rights under this Agreement, including under the provisions pertaining to Supervening Events, omissions from the Technical Requirements or the misdescription of details of Work in this Agreement which omissions or details are:
   i. necessary to carry out the intent of the Agreement, or that are customarily performed by a public-private partnership, design-build-operate-maintain, or design-build contractor, applicable, facility operator and maintainer, and/or real estate developer, as applicable, in accordance with Good Industry Practice; or
   ii. relate to the Private Development,

shall not themselves relieve the Developer from the obligation to perform such omitted Work or otherwise entitle the Developer to additional time for performance or compensation.

4.3. Unwritten Interpretations Non-Binding

If the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof shall not be binding in the event of any future Disputes or with regard to any future interpretations of the same subject matter.

5. RULES GOVERNING CONSENTS; EFFECTS OF OVERSIGHT; RELIANCE; SUBMITTALS

5.1. Terminology for Agreements and Assents

For purpose of this Agreement, and except as otherwise specified herein or as the context may otherwise require:

a. unless expressly being made subject to the City’s discretion, the term “Approval” or “Approve” means with respect to a Submittal or other Developer request or proposal for the City’s consideration that the City takes no exception to such Submittal, request, or Proposal, and “Approved” shall have a like meaning;

b. the phrase “Agreed or Determined” means with respect to any subject matter that the Parties have reached a binding written agreement on such matter in a form recognized as binding under the terms of this Agreement or that the matter has been finally determined pursuant to the Dispute Resolution Procedure;

c. the term “discretion” with respect to any Person means the sole and absolute discretion of such Person; and

d. the phrase “unreasonably withheld” means with respect to any consent or assent that it shall not be unreasonably withheld, delayed or made subject to the imposition of unreasonable conditions by such Person (where, for certainty, conditions that are necessary for a Party to comply with Law, a Permit, or a binding agreement are not inherently unreasonable), and “unreasonably withhold” shall be similarly construed.

5.2. Default Standards for Consents, Approvals, and Like Assents

a. Where this Agreement requires one Party to provide a consent, agreement, approval, or like assent to the other Party and no express standard for such consent, agreement, approval, or like assent is given, then, subject to the following with respect to the City’s Approval, such consent, agreement, approval, or like assent shall be in writing and not be unreasonably withheld.

b. Without regard to whether any City right to Approve, acceptance, agree to, consent to, or provide like assent to any Supervening Event Claim, proposed amendment to, or waiver of the terms of this Agreement, Dispute settlement, or [ ] is stated to be in the City’s discretion.
or not, the City’s required Approval, acceptance, agreement, consent, or like consent shall be deemed to be subject to the City’s discretion.

5.3. Limited Developer Reliance

a. The Developer may rely on Approvals, any other consent, agreement, approval, or like assent, and any notice, from the City only for the limited purpose of establishing that the same occurred, or any notice was given.

b. Except as otherwise expressly provided in this Agreement, no:
   i. Approval, other consent, agreement, approval, or like assent, notice, or waiver;
   ii. comment, responses, review, oversight, check, test, inspection, certification, concurrence, verification, or oversight;
   iii. Change Order, Change Directive, or agreement to resolution of a Supervening Event Claim; or
   iv. payment, or, the absence of any of the foregoing,

by or to any Person shall in any case referenced above:
   A. be deemed or construed as any kind of representation or warranty, express or implied, by the City, or be relied upon by the Developer in determining whether the Developer has satisfied the requirements of this Agreement;
   B. constitute acceptance of materials or Work as satisfying the requirements of this Agreement;
   C. relieve the Developer from, or diminish the Developer’s liability for, the performance of its obligations under this Agreement;
   D. relieve any Financially Responsible Party, insurer or surety from, or diminish such Person’s liability for, the performance of its obligations;
   E. estop or prevent the City from subsequently exercising its rights under this Agreement without being bound by the manner in which it previously exercised (or refrained from exercising) such rights;
   F. prejudice the City’s rights against the Developer, whether under this Agreement or Law;
   G. constitute a waiver of any rights under this Agreement of any legal or equitable right of the City or of any other Person; or
   H. be asserted by the Developer against the City as a legal or equitable defense to, or as a waiver of or relief from, the Developer’s obligation to fulfill the requirements of this Agreement.

c. Except as otherwise expressly provided in this Agreement, wherever in this Agreement any consent, agreement, approval, or like assent by the City is required with respect to any Submittal, Change, settlement, or other written instrument whatsoever, following such consent, agreement, approval, or like assent the same shall not be amended, supplemented, replaced, revised, modified, altered or changed in any manner whatsoever without obtaining a further City consent, agreement, approval, or like assent.
ANNEX B: PROJECT AREA AND FACILITY TERMS

This Annex B is divided into two Parts:

a. Part 1 sets out terms that define the core areas, each comprised of subsidiary elements, relevant to the Project; and

b. Part 2 sets out terms that define individual Project-related areas, sites, and facilities.

Except as otherwise specified herein, or as the context may otherwise require, the terms set out in Parts 1 and 2 of this Annex B have the respective meanings set out herein for all purposes of this Agreement.

**Part 1: NWC Campus and Site, Private Development Area, Triangle, and Phases 1 & 2**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NWC Campus, Site, and Private Development Areas</strong></td>
<td></td>
</tr>
<tr>
<td><strong>“NWC Campus”</strong></td>
<td>means the area approximately corresponding to the “NWC Campus” referenced in the Recitals, which is comprised of the following:</td>
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<tr>
<td>a.</td>
<td>Triangle;</td>
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<tr>
<td>b.</td>
<td>Phases 1 &amp; 2;</td>
</tr>
<tr>
<td>c.</td>
<td>Former Bus Barn Site;</td>
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<tr>
<td>d.</td>
<td>RTD Plaza;</td>
</tr>
<tr>
<td>e.</td>
<td>Beneath I-70;</td>
</tr>
<tr>
<td>f.</td>
<td>BNSF / RTD Rail Line;</td>
</tr>
<tr>
<td>g.</td>
<td>DRIR Rail Line; and</td>
</tr>
<tr>
<td>h.</td>
<td>“Non-Developer Campus Areas”, comprised of:</td>
</tr>
<tr>
<td>i.</td>
<td>CSU Buildings;</td>
</tr>
<tr>
<td>ii.</td>
<td>Legacy Building; and</td>
</tr>
<tr>
<td>iii.</td>
<td>Authority Control Areas.</td>
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<tr>
<td><strong>“Site”</strong></td>
<td>means the area in which the Developer shall perform Work as and when provided in accordance with this Agreement, which area is comprised, from time to time, of the following:</td>
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<tr>
<td>a.</td>
<td>the “City-Provided Site Areas”, comprised of:</td>
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<tr>
<td>i.</td>
<td>Triangle Public Elements;</td>
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<tr>
<td>ii.</td>
<td>each Future Private Development Parcel to the extent not otherwise part of the Triangle Public Elements;</td>
</tr>
<tr>
<td>iii.</td>
<td>Phases 1 &amp; 2 Incorporated Elements;</td>
</tr>
<tr>
<td>iv.</td>
<td>Former Bus Barn Site, but with effect only from the applicable License Start Date and only until the applicable License End Date;</td>
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<tr>
<td>v.</td>
<td>Beneath I-70; and</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<td>----------------------------------------------</td>
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<tr>
<td>b. to the extent located outside of the</td>
<td>“Developer-Provided Site Areas” comprised of:</td>
</tr>
<tr>
<td>above elements, the “Developer-Provided Site</td>
<td>i. any temporary easement areas secured by the Developer from time to time which is required for performing the Work; and</td>
</tr>
<tr>
<td>Areas” comprised of:</td>
<td>ii. any area adjacent to the above for which access and/or use is required to be procured by Developer pursuant to a Permit in order to perform the Work, in each case, for certainty, excluding any Private Development Area.</td>
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<tr>
<td>Triangle (and related)</td>
<td></td>
</tr>
<tr>
<td>“Triangle”</td>
<td>means the bounded property area [southeast of the BNSF / RTD Rail Line, west of Brighton Boulevard, southwest of the RTD Plaza and north of I-70] together with the bounded property area [southeast of the BNSF / RTD Rail Line, south of I-70, and north of McFarlane Drive comprised of the Coliseum, Coliseum Paddocks, and Colosseum Parking Lots] which the Developer shall pursue Private Development, perform D&amp;C Work, and perform O&amp;M Work, in each case on certain facilities and in certain areas from time to time.</td>
</tr>
<tr>
<td>“Triangle Retained Elements”</td>
<td>the following areas, sites, and facilities (including buildings, structures, improvements and fixtures) located within the Triangle which shall, subject to the terms of this Agreement, remain outside the Developer’s primary scope of work:</td>
</tr>
<tr>
<td>a. during the WSSA O&amp;M Period with respect</td>
<td>i. the Events Center and Paddocks;</td>
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<tr>
<td>to the relevant facility:</td>
<td>ii. the Hall of Education; and</td>
</tr>
<tr>
<td>i. the Events Center and Paddocks;</td>
<td>iii. the 1909 Building; and</td>
</tr>
<tr>
<td>ii. the Hall of Education; and</td>
<td></td>
</tr>
<tr>
<td>iii. the 1909 Building; and</td>
<td></td>
</tr>
<tr>
<td>b. from and after Final Acceptance, the</td>
<td>the Public Streets within the Triangle.</td>
</tr>
<tr>
<td>Public Streets within the Triangle.</td>
<td></td>
</tr>
<tr>
<td>“Triangle Public Elements”</td>
<td>means the following to the extent located within the Triangle from time to time:</td>
</tr>
<tr>
<td>i. New Arena;</td>
<td>ii. Expo Hall;</td>
</tr>
<tr>
<td>ii. Expo Hall;</td>
<td>iii. 1909 Building;</td>
</tr>
<tr>
<td>iii. 1909 Building;</td>
<td>iv. Public Parking;</td>
</tr>
<tr>
<td>b. Public Street ROW, including 46th Ave</td>
<td></td>
</tr>
<tr>
<td>(from 47th Ave to Brighton Blvd.);</td>
<td>c. Triangle Common Areas;</td>
</tr>
</tbody>
</table>
## Term Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>d.</td>
<td>Cultural Buildings (excluding the Fuller Drug Store), which, for certainty, are within the Future Private Development Area, subject to Takedown unless incorporated into other Triangle Public Elements by the Developer;</td>
</tr>
<tr>
<td>e.</td>
<td>Fuller Drug Store, which, for certainty, is within the Future Private Development Area, subject to Takedown; and</td>
</tr>
<tr>
<td>f.</td>
<td>any Additional Triangle Facility, but in each case with effect only from the applicable License Start Date and only until the applicable License End Date.</td>
</tr>
<tr>
<td>“Triangle Common Areas”</td>
<td>means public areas, plazas, landscaped pedestrian walkways and bike paths adjacent to and connecting the Triangle Public Elements.</td>
</tr>
<tr>
<td>Phases 1 &amp; 2 (and related)</td>
<td></td>
</tr>
<tr>
<td>“Phases 1 &amp; 2”</td>
<td>means the bounded property area, approximately corresponding to Phases 1 and 2 of the Master Plan, [northwest of the BNSF / RTD Rail Line, southwest of Race Court, adjacent to the South Platte River, and northeast of I-70, including the Southside Innovation District but excluding [refinements to be added in a subsequent Addendum for the limited areas generally within this envelope which are not part of the planned Phases 1 and 2]].</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2 Incorporated Elements”</td>
<td>means the following specified land areas, sites, and facilities (including buildings, structures, improvements and fixtures) located within Phases 1 &amp; 2 from time to time:</td>
</tr>
<tr>
<td>a.</td>
<td>in each case with effect only from the applicable License Start Date and only until the applicable License End Date, and excluding any Phases 1 &amp; 2 Retained Elements:</td>
</tr>
<tr>
<td>i.</td>
<td>Livestock Center;</td>
</tr>
<tr>
<td>ii.</td>
<td>Stockyards Events Center;</td>
</tr>
<tr>
<td>iii.</td>
<td>Stockyards North;</td>
</tr>
<tr>
<td>iv.</td>
<td>Stockyards South;</td>
</tr>
<tr>
<td>v.</td>
<td>Equestrian Center;</td>
</tr>
<tr>
<td>vi.</td>
<td>Phases 1 &amp; 2 Parking Structure;</td>
</tr>
<tr>
<td>vii.</td>
<td>Phases 1 &amp; 2 Common Areas;</td>
</tr>
<tr>
<td>viii.</td>
<td>Phases 1 &amp; 2 Plaza;</td>
</tr>
<tr>
<td>ix.</td>
<td>Sheep Bridge;</td>
</tr>
<tr>
<td>x.</td>
<td>Armor Water Tower;</td>
</tr>
<tr>
<td>xi.</td>
<td>Riverfront;</td>
</tr>
<tr>
<td>xii.</td>
<td>M&amp;O Developer Portion and M&amp;O Grounds;</td>
</tr>
</tbody>
</table>
### Project Agreement

#### Term | Definition
--- | ---
<p>| xiii. | Southside Innovation District which, for certainty, is within the Future Private Development Area, subject to Takedown; |
| xiv. | Pond D; |
| xv. | Pond H; and |
| b. | Additional Phases 1 &amp; 2 Facility. |
| “Phases 1 &amp; 2 Retained Elements” | the all areas, sites, and facilities (including buildings, structures, improvements and fixtures) located within Phases 1 &amp; 2 which are not expressly Phases 1 &amp; 2 Incorporated Elements from time to time, including: |
| a. | Legacy Building; |
| b. | Mann Building; |
| c. | CSU Buildings; |
| d. | M&amp;O Authority Portion; |
| e. | Riverfront Pad Site; |
| f. | Livestock Exchange Building; |
| g. | Central Utility Plant; |
| h. | Armour Administration Building; and |
| i. | any other area, site, or facility which would otherwise be a Phases 1 &amp; 2 Incorporated Element but for the absence of the applicable License Start Date or the occurrence of the applicable License End Date. |
| “Phases 1 &amp; 2 Common Areas” | means public areas, plazas, landscaped pedestrian walkways and bike paths, and other areas available for use by Users, property occupants and/or members of the public, within Phases 1 &amp; 2 and exterior to Facilities comprising, adjacent to or connecting the Phases 1 &amp; 2 Incorporated and Retained Elements: |
| a. | including [to be more superficially delineated in a subsequent addendum]; and |
| b. | excluding the Phases 1 &amp; 2 Plaza, and the Public Street ROW and any other City maintained right of way. |
| “Authority Control Areas” | means: |
| a. | Mann Building; |
| b. | Riverfront Pad Site; |
| c. | Livestock Exchange Building; |
| d. | Central Utility Plant; and |
| e. | Armour Administration Building, |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Term</strong></td>
<td><strong>Definition</strong></td>
</tr>
<tr>
<td>in each case prior to any applicable License Start Date and then pending the occurrence of any applicable License End Date.</td>
<td></td>
</tr>
<tr>
<td><strong>Private Development</strong></td>
<td></td>
</tr>
<tr>
<td>“Private Development Area”</td>
<td>means the area, from time to time, comprised of all Private Development Parcels.</td>
</tr>
<tr>
<td><strong>“Future Private Development Area”</strong></td>
<td>means the area depicted as such on the NWC Site Maps, comprised of:</td>
</tr>
<tr>
<td>a. Triangle Area 1;</td>
<td></td>
</tr>
<tr>
<td>b. Triangle Area 2;</td>
<td></td>
</tr>
<tr>
<td>c. Triangle Area 3;</td>
<td></td>
</tr>
<tr>
<td>d. Triangle Area 4;</td>
<td></td>
</tr>
<tr>
<td>e. Triangle Area 5;</td>
<td></td>
</tr>
<tr>
<td>f. Triangle Area 6;</td>
<td></td>
</tr>
<tr>
<td>g. Southside Innovation District Area A;</td>
<td></td>
</tr>
<tr>
<td>h. Southside Innovation District Area B;</td>
<td></td>
</tr>
<tr>
<td>i. Southside Innovation District Area C;</td>
<td></td>
</tr>
<tr>
<td>j. Cultural Buildings;</td>
<td></td>
</tr>
<tr>
<td>k. Coliseum;</td>
<td></td>
</tr>
<tr>
<td>l. Coliseum Parking Lots;</td>
<td></td>
</tr>
<tr>
<td>m. Events Center and Paddocks;</td>
<td></td>
</tr>
<tr>
<td>n. GLO Cap Area; and</td>
<td></td>
</tr>
<tr>
<td>o. Hall of Education,</td>
<td></td>
</tr>
<tr>
<td>but, for certainty, in each case excluding:</td>
<td></td>
</tr>
<tr>
<td>p. any such area which has been purchased pursuant to the Initial Takedown or any Future Takedown and, as a result, become part of the Private Development Area;</td>
<td></td>
</tr>
<tr>
<td>q. Triangle Public Elements, excluding the Cultural Buildings unless and until later permanently incorporated into other Triangle Public Elements by the Developer; and</td>
<td></td>
</tr>
<tr>
<td>r. Ped Bridge Landing.</td>
<td></td>
</tr>
</tbody>
</table>
Part 2: Project-related Facilities, Properties, and Areas

The following terms each reference groups or aggregations of individual facilities, properties, and/or areas, which individual facilities, properties, and areas are separately defined in Part 2 of this Annex B:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>Existing / New</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>“46th Ave (from 47th Ave to Brighton Blvd.)”</td>
<td>means 46th Avenue road connecting Washington Street to the future Bettie Cram Drive as depicted on the NWC Site Maps.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“1909 Building”</td>
<td>means the building located at 4655 Humboldt Street in Denver, Colorado, and more specifically the parcel of land being a part of the Northeast Quarter of the Northwest Quarter of Section 23, Township 3 South, Range 68 West of the Sixth Principle Meridian, City and County of Denver, State of Colorado, being more particularly described as follows: Commencing at the Southwest corner of the Northeast quarter of said Northwest Quarter; Thence S89°56'32&quot;E along and with the southerly line of the Northeast Quarter of said Northwest Quarter a distance of 171.15 feet; Thence N00°00'00&quot;E 30.00 feet to the northerly right of way line of E. 46th Ave., also being the True Point of Beginning. Thence N00°00'00&quot;E a distance of 600.61 feet; Thence N90°00'00&quot; a distance of 600.61 feet; Thence S00°00'00&quot;E a distance of 308.59 feet to the northerly right of way line of E. 46th Ave.; Thence N89°56'32&quot;W along and with said right of way line a distance of 600.61 feet to the True Point of Beginning. Containing 185,159 square feet or 4.251 acres more or less.</td>
<td>Existing</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Additional Phases 1 &amp; 2 Facility”</td>
<td>means any other facility, building, or structure affixed in whole or in part to an area within Phases 1 &amp; 2 from time to time as such may be designated in accordance with [ ], but in each case with effect only from the applicable License Start Date and only until the applicable License End Date.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td>Existing / New</td>
<td>Location</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>----------------</td>
</tr>
<tr>
<td>&quot;Additional Triangle Facility&quot;</td>
<td>means any facility, building, or structure affixed in whole or in part to an area within the Triangle from time to time as such may be so designated with the City's Approval, but in each case with effect only from the applicable License Start Date and only until the applicable License End Date.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>&quot;Armour Administration Building&quot;</td>
<td>means the existing building at 5001 Packing House Road on Phases 1 &amp; 2 as depicted as on the NWC Site Maps.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>&quot;Armor Water Tower&quot;</td>
<td>means the structure formerly located at 5001 Packing House Road on Phases 1 &amp; 2 as depicted as on the NWC Site Maps to be relocated to the Phases 1 &amp; 2 Plaza.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>&quot;Beneath I-70&quot;</td>
<td>means the area currently used for Coliseum parking which is under I-70 and as depicted on the NWC Site Maps.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>&quot;Bettie Cram Underpass&quot;</td>
<td>means the below-grade portion of Bettie Cram Drive that passes under the BNSF / RTD Rail Line connecting Phases 1 &amp; 2 and the Triangle, bounded by [], as such is depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2 / Triangle</td>
</tr>
<tr>
<td>&quot;BNSF / RTD Rail Line&quot;</td>
<td>means the existing and/or proposed BNSF / RTD rail line bisecting Phases 1 &amp; 2 and the Triangle on the Right-of-Way as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Other</td>
</tr>
<tr>
<td>&quot;Central Utility Plant&quot;</td>
<td>means [].</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>&quot;Coliseum Paddocks&quot;</td>
<td>means the structure on the west side of the Coliseum primarily designed for the management of livestock during events.</td>
<td>Existing</td>
<td>Triangle</td>
</tr>
<tr>
<td>&quot;Coliseum Parking Lots&quot;</td>
<td>means the surface parking areas roughly equating to 20 acres to the west of the Coliseum on the south of 46th Avenue and to the north of McFarland Drive to Globeville Landing Park on the west.</td>
<td>Existing</td>
<td>Triangle</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td>Existing / New</td>
<td>Location</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>“Coliseum”</td>
<td>means the existing structure located on the Triangle at 4600 Humboldt St, Denver, CO 80216 as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Triangle</td>
</tr>
<tr>
<td>“CSU Buildings”</td>
<td>means the Equine Sports Medicine Facility/Community Outreach Clinic, the Water Resources Center, and the CSU Center as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Cultural Buildings”</td>
<td>means the Fuller Drug Store, Coors Tavern, Mueller Saloon, Mueller Bungalow, Lindquist Cottage, and Town Marshall’s Duplex, each at the respective address indicated in Section 5.2.1 of Schedule 5.</td>
<td>Existing</td>
<td>Triangle</td>
</tr>
<tr>
<td>“DRIR Rail Line”</td>
<td>means the existing and/or proposed DRIR rail line through Phases 1 &amp; 2 as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>N/A</td>
</tr>
<tr>
<td>“Equestrian Center”[^13]</td>
<td>means the building located on Phases 1 &amp; 2 with approximately 4,500 fixed seats in the large arena and 500 seats in the small arena, 526,000 sq. ft floorplan, and a 200,000 sq. ft horse barn as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Events Center and Paddocks”</td>
<td>means the existing building located on the Triangle with 4,700 fixed seats with space for an additional 2,000 temporary seats, as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Expo Hall”</td>
<td>means the facility to be located on the Triangle and as described in Section 1 of Schedule 15.</td>
<td>New</td>
<td>Triangle</td>
</tr>
</tbody>
</table>

[^13]: Note to Proposer: Relationship among the Phases 1 & 2 Plaza, the Livestock Center Parcel, and the Equestrian Center Parcel with respect to O&M Work and programming activities to be clarified in a subsequent Addendum.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>Existing / New</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Former Bus Barn Site”</td>
<td>means the property located bounded generally by 48th Avenue, Brighton Boulevard, North High Street and 4710 Brighton on the north.</td>
<td>N/A</td>
<td>Other</td>
</tr>
<tr>
<td>“Fuller Drug Store”</td>
<td>means the building previously located on the Triangle at 4701 Brighton Boulevard and was deconstructed but the façade and exterior features have been saved and stored for future reuse.</td>
<td>Existing (demolished)</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Future Private Development Parcel”</td>
<td>means any parcel within the Future Private Development Area which is subject to the Initial Takedown or any Future Takedown as indicated in the Developer’s approved Development Plan, in each case with effect only from the applicable License Start Date and only until the applicable License End Date, and excluding any Triangle Public Elements other than the Cultural Buildings.</td>
<td>N/A</td>
<td>Phases 1 &amp; 2 / Triangle</td>
</tr>
<tr>
<td>“Future Public Streets”</td>
<td>means any Public Street ROW to be constructed by the Developer in the Triangle.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>“GLO Cap Area”</td>
<td>means that certain area, encumbered by a permanent stormwater easement, as depicted on the NWC Site Maps.</td>
<td>N/A</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Hall of Education”</td>
<td>means the existing building located on the Triangle with 90,635 sq. ft of exhibit space, as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Hay Barn #3”</td>
<td>means the 6,000 sq. ft building located at 5012 National Western Drive in Phases 1 &amp; 2 currently under consideration for relocation to the southwestern corner of the Stockyards, as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Legacy Building”</td>
<td>means the multi-use building facility consisting of approximately 110,000 GSF in a four-story structure being built by the WSSA immediately adjacent to, and integrated with the Livestock Arena.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td>Existing / New</td>
<td>Location</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>“Livestock Arena”</td>
<td>means the building located within the Livestock Center on Phases 1 &amp; 2 with 3,500 fixed seats as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Livestock Center”</td>
<td>means together the Livestock Arena and the Livestock Hall.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Livestock Hall”</td>
<td>means the building located within the Livestock Center on Phases 1 &amp; 2 with a capacity of 850 persons containing an auction platform, 850 fixed seats as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Livestock Exchange Building”</td>
<td>means the building located south of Bette Cram Drive and directly East of the CSU Center as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“M&amp;O Buildings”</td>
<td>means the maintenance and operations building located on phases on Phases 1 &amp; 2 and as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“M&amp;O Authority Portion”</td>
<td>means (a) prior to the Project License Start Date for the M&amp;O Building, the M&amp;O Building, and (b) on and from the Project License Start Date for the M&amp;O Building, that separate portion comprised of the office spaces in the southeast portion of the M&amp;O Building, as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“M&amp;O Developer Portion”</td>
<td>means, from the Project License Start Date for the M&amp;O Building, that separate portion comprised of the open bay and unfinished mezzanine space in the northwest portion of the M&amp;O Building, as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
</tbody>
</table>

**Note to Proposer:** Relationship among the Phases 1 & 2 Plaza, the Livestock Center Parcel, and the Equestrian Center Parcel with respect to O&M Work and programming activities to be clarified in a subsequent Addendum.
# Project Agreement

## Addendum #2

### National Western Center Triangle Project

**March 5, 2020**

## Annex B-11

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>Existing / New</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;M&amp;O Grounds&quot;</td>
<td>means the area north of the new DRIR alignment and south of Race court surrounding the M&amp;O and Mann Building as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>&quot;Mann Building&quot;</td>
<td>means the existing building on Phases 1 &amp; 2 as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>&quot;New Arena&quot;</td>
<td>means the facility to be located on the Triangle and as described in Section 1 of Schedule 15.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>&quot;Ped Bridge Landing&quot;</td>
<td>means the bounded area at the landing of the Pedestrian Bridge as depicted on [detailed site drawing to be provided in a subsequent Addendum].</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>&quot;Pedestrian Bridge&quot;</td>
<td>means the bridge to be built to connect the Triangle and Phases 1 &amp; 2 as described in Section 14 of Schedule 15.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>&quot;Phases 1 &amp; 2 Parking Structure&quot;</td>
<td>means the Facility which is a Parking Garage under the Equestrian Center in Phases 1 &amp; 2.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>&quot;Phases 1 &amp; 2 Plaza&quot;&lt;sup&gt;15&lt;/sup&gt;</td>
<td>means the area of approximately 230,000 sf located on Phases 1 and 2 of the NWC Campus, including all space between the Equestrian Center and Livestock Center.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>&quot;Phases 1 &amp; 2 Public Streets&quot;</td>
<td>means the public streets in Phases 1 &amp; 2 including Bettie Cram Drive and National Western Drive.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>&quot;Pond D&quot;</td>
<td>means the Phases 1 &amp; 2 stormwater detention pond west of National Western Drive.</td>
<td>Existing</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<sup>15</sup> **Note to Proposer:** Relationship among the Phases 1 & 2 Plaza, the Livestock Center Parcel, and the Equestrian Center Parcel with respect to O&M Work and programming activities to be clarified in a subsequent Addendum.
<table>
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<tr>
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<th>Existing / New</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Pond H”</td>
<td>means the Phases 1 &amp; 2 stormwater detention pond west of National Western Drive.</td>
<td>Existing</td>
<td>N/A</td>
</tr>
<tr>
<td>“Private Development Parcel”</td>
<td>means any former Future Private Development Parcel which has been purchased pursuant to the Initial Takedown or any Future Takedown.</td>
<td>N/A</td>
<td>Phases 1 &amp; 2 / Triangle</td>
</tr>
<tr>
<td>“Public Parking”</td>
<td>means publicly accessible parking Facilities required in accordance with Section 4 of Schedule 15.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Public Street ROW”</td>
<td>means collectively, all of the land, improvements and fixtures from the back of the curb to the adjacent right of way line inclusive of the Public Streets.</td>
<td>New</td>
<td>Phases 1 &amp; 2 / Triangle</td>
</tr>
<tr>
<td>“Public Infrastructure”</td>
<td>means the Public Streets and any infrastructure in City right of way or with easements on the NWC Campus maintained by the City or utilities.</td>
<td>New</td>
<td>Phases 1 &amp; 2 / Triangle</td>
</tr>
<tr>
<td>“Public Streets”</td>
<td>means the traveled space and curb measured from back of curb to back of curb within the Triangle.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Riverfront Pad Site”</td>
<td>means the pad site along the Riverfront that shall be maintained and programmed by the Authority as depicted on the Site Map.</td>
<td>N/A</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Riverfront”</td>
<td>means the land east of the South Platte River and west of National Western Drive within the NWC Campus.</td>
<td>N/A</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“RR Structures”</td>
<td>means all physical structures located on Railroad real property or easements within the NWC Campus.</td>
<td>Existing</td>
<td>Other</td>
</tr>
<tr>
<td>“RTD Plaza”</td>
<td>means the public plaza adjacent to the RTD National Western Center commuter rail station.</td>
<td>New</td>
<td>Other</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td>Existing / New</td>
<td>Location</td>
</tr>
<tr>
<td>-------------------------------------------</td>
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</tr>
<tr>
<td>“Sheep Bridge”</td>
<td>means existing metal structure that is within the Riverfront and partially crosses the South Platte River.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Southside Innovation District Area A”</td>
<td>means the area that is west of the BNSF/RTD rail line, south of Bettie Cram Drive, and east of the South Platte River as depicted, and labelled as such, on the NWC Site Maps.</td>
<td>N/A</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Southside Innovation District Area B”</td>
<td>means the area that is west of the BNSF/RTD rail line, south of Bettie Cram Drive, and east of the South Platte River as depicted, and labelled as such, on the NWC Site Maps.</td>
<td>N/A</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Southside Innovation District Area C”</td>
<td>means the area that is west of the BNSF/RTD rail line, south of Bettie Cram Drive, and east of the South Platte River as depicted, and labelled as such, on the NWC Site Maps.</td>
<td>N/A</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Southside Innovation District”</td>
<td>means the area that is west of the BNSF/RTD rail line, south of Bettie Cram Drive, and east of the South Platte River as depicted on the NWC Site Maps.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Stockyards Auction Hall”</td>
<td>means the building located within the Stockyards Events Center on Phases 1 &amp; 2 with a capacity of 1,000 persons containing an auction platform, 650 fixed seats with space for an additional 350 temporary seats, and a 1,000 sq. ft floorplan as depicted in the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Stockyards Events Center”</td>
<td>means the Stockyards Events Center as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Stockyards North”</td>
<td>means the Stockyards South as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Stockyards Show Arena”</td>
<td>means the 20,000 sq. ft, 800-fixed seat room located on Phases 1 &amp; 2 as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td>Existing / New</td>
<td>Location</td>
</tr>
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</tr>
<tr>
<td>“Stockyards South”</td>
<td>means the Stockyards South as depicted on the NWC Site Maps.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Triangle Area 1”</td>
<td>means the area on the Triangle that is east of the BNSF/RTD rail line, west of Brighton Blvd, and north of the existing Events Center and Paddocks as depicted, and labeled as such, on the NWC Site Maps.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Triangle Area 2”</td>
<td>means the area on the Triangle that is east of Humboldt, south of 47th Avenue, north of 46th Avenue, and west of Brighton Boulevard as depicted, and labeled as such, on the NWC Site Maps.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Triangle Area 3”</td>
<td>means the area on the Triangle south of 46th Avenue, north of I-70, and west of Brighton Boulevard as depicted, and labeled as such, on the NWC Site Maps.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Triangle Area 4”</td>
<td>means the area on the Triangle that is south of the existing Expo Hall and west of Humboldt as depicted, and labeled as such, on the NWC Site Maps.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Triangle Area 5”</td>
<td>means the area that is east of the BNSF/RTD rail line, southwest of the existing Events Center and Paddocks and north of the existing Expo Hall as depicted, and labeled as such, on the NWC Site Maps.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Triangle Area 6”</td>
<td>means the area on the Triangle that is east of the BNSF/RTD rail line, west of existing 1909 Building as depicted, and labeled as such, on the NWC Site Maps.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Triangle Public Streets”</td>
<td>means any Public Street ROW designated by the Developer or the City within the Triangle.</td>
<td>New</td>
<td>Triangle</td>
</tr>
</tbody>
</table>
ANNEX C: DEFINITIONS AND ABBREVIATIONS

Except as otherwise specified herein, or as the context may otherwise require, the following terms have the respective meanings set out below for all purposes of this Agreement:

“[NDE-[]]” means [revenue related terms for Non-Developer Events to be provided in a subsequent Addendum].

“1909 Building” has the meaning given to it in Part 1 of Annex B.

“1909 Building Allowance” has the meaning given to it in Section 8.1.2.a.

“1909 Building Operator” means the entity that shall be primarily and directly responsible for the programming, operations, and maintenance of the 1909 Building.

“46th Ave (from 47th Ave to Brighton Blvd.)” has the meaning given to it in Part 1 of Annex B.


“Account Balances” means, in respect of each bank account and/or trust account held by or on behalf of the Developer (for certainty, excluding the Handback Reserve Account):

a. the balance of such account; plus

b. to the extent a letter of credit has been issued in partial or full substitution for any amount otherwise required to stand to the credit of any such account pursuant to the Financing Documents, the undrawn principal amount of such letter of credit,

in each case as of the Termination Date.


“Additional Phases 1 & 2 Facility” has the meaning given to it in Part 2 of Annex B.

“Additional Triangle Facility” has the meaning given to it in Part 2 of Annex B.

“Adjacent Community” means the Globeville and Elyria Swansea neighborhoods comprised of the areas within the statistical neighborhood boundary of the corresponding name as of the Effective Date.

“Adjacent Facilities” means any existing and future:

a. bridge or tunnel;
b. highway, street, bikeway, or sidewalk;
c. parking lot or garage;
d. rail line;
e. other transportation facility of any mode;
f. right-of-way;
g. station or yard;
h. plaza or park;
i. utility; and/or
j. public or government operated, funded, or subsidized facility,
in each case including both directly related component facilities, fixtures, equipment and systems and upgrades and expansions thereof, that, in any such case, are or shall be located in, connecting with, or crossing under or over, the Project, any part of the NWC Campus, and/or the Adjacent Community, but which is not (at the relevant time) part of the Project, including those ongoing projects and anticipated facilities expressly referenced in [to specify such ongoing projects and facilities in the Reference Documents and/or in a subsequent Addendum].

“Adjacent Projects” means:

a. the design, construction, programming, operation and/or maintenance of any element of or facility on the NWC Campus that is not at the relevant time part of the Site and the Project, including any such design, construction, programming, operation and/or maintenance by or on behalf of the City, any Campus Partner, the 1909 Building Operator, the Campus Energy Provider, RTD, CDOT, BNSF, and DRIR;
b. the design, construction, programming, operation and/or maintenance of any Adjacent Facility; any/or

c. the design and construction of any commercial, residential, industrial, institutional, or other facility or structure in the Adjacent Communities which is not otherwise an Adjacent Facility, including those ongoing and anticipated projects expressly referenced in [to specify such ongoing projects and facilities in the Reference Documents and/or in a subsequent Addendum].

“Adjusted Termination D&C Work Value” has the meaning given to it in Section 1.d.ii. of Schedule 6.

“Adverse Market Event” has the meaning given to it in Section 7.5.b. of Schedule 14.
“AFC” means an “Alternative Financial Concept” under the RFP which is a City-approved financial solution or approach that differs from the Agreement requirements and is incorporated in the Proposal Extracts as such.

“Affiliate” means in relation to any Person:
   a. any other Person having Control over that Person;
   b. any other Person over whom that Person has Control;
   c. any Person over whom any other Person referred to in a. above also has Control; or
   d. any Financially Responsible Party for that Person,

in each case where “Control” of a Person by another Person means that other Person (whether alone or with others, and whether directly or indirectly at any tier): (i) holds the majority of voting rights in the controlled Person; (ii) has the right to appoint the majority of the board of directors (or equivalent) of that controlled Person; and/or (iii) exercises direct or indirect control over that controlled Person’s affairs.

“Affordability Percentage” means 20% Income Restricted Equivalent Units pursuant to Section 2.1 of Schedule 20.

“Agreed or Determined” has the meaning given to it in Section 5.1.b of Annex A.

“Agreement” has the meaning given to it in the Recitals and includes each Annex and the Schedules.

“AMI” means the area median income for Denver, as published by the Colorado Housing and Finance Authority (“CHFA”), with adjustments for household size.

“Annual APOe Reconciliation” or “AR” means the “AR” as calculated pursuant to Section 10 of Schedule 5.

“Annual Events Plan” means the plan required as part of the Events Manual, the requirements of which are set out in Schedule 17.

“Annual O&M and Renewal Work Report” means the report of such name required pursuant to Schedule 17.

“ANSI/ASHRAE Standard” means a design standard prepared by the American National Standards Institute (ANSI) and/or the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).

“AP O&M” or “APO” means the aggregate of the Base O&M Availability Payment, the Major Event O&M Availability Payment and the Major Event O&M Availability Payment.
“AP Renewal” or “APR” means $[insert Bid Renewal MAP from the Financial Proposal].

“Approval” has the meaning given to it in Section 5.1.a of Annex A.

“Approved Development Plan” has the meaning given to it in Section 3.1.a of Schedule 14.

“Approved Event” means an Event which has received the approval of the Event Coordination Committee pursuant to Part A, Section 4.2 of Schedule 18.

“Area” means [the Triangle Common Areas and Phases 1 & 2 Common Areas] or [a room or space] which is specified as such in the Area Data Sheets.

“Area Data Sheet” means, with respect to an Area, the data sheet relating to such Area, as identified in Schedule 16[ ].

“Area Priority Category” means the priority applied to each Area in Annex 2 of Schedule 5.

“Armor Water Tower” has the meaning given to it in Part 2 of Annex B.

“Armour Administration Building” has the meaning given to it in Part 2 of Annex B.

“As-Built Schedule” has the meaning given to it in Section 7.12 of Schedule 8.

“ATC” means an Alternative Technical Concept under the RFP which is a City-approved technical solution or approach that differs from the Agreement requirements and is incorporated in the Proposal Extracts as such.

“Authority” means the National Western Center Authority.

“Authority Booking Contact” shall be [to be identified prior to execution], as such may be replaced from time to time pursuant to Part A, Section 2.5.b of Schedule 18.

“Availability Deduction” means any month’s “Availability Deductions” as calculated in accordance with Section 5.1 of Schedule 5.

“Availability Failure” means, with respect to an Area, Unavailability of an Area.

“Availability Failure Deduction Amount” means, with respect to an Availability Failure in an Area, the applicable deduction amount per Deduction Period as set forth in Table 1 of Annex 6 to Schedule 5.

“Availability Failure Service Request” means a Project-Related Service Request that relates to a Performance Failure.

“Availability Payment” means:
Project Agreement

a. during the Early O&M Period, the Early O&M Availability Payments and the Early Quarterly Settlement Amounts; and

b. during the O&M Period, the Monthly Payments and the Quarterly Settlement Amounts.

“Availability Requirements” means the minimum requirements set forth in Schedule 5 to ensure that an Area is Available.

“Available” and “Availability” means that an Area is in compliance with all of the following:

a. “Accessibility Condition”, being a state or condition of the relevant Area or the means of access to it which allows all persons who are entitled to enter, occupy or use the relevant Area to enter and leave the Area safely and conveniently and using normal access routes, as further described in the Technical Requirements; or

b. “Operational Condition”, being a state or condition of the relevant Area which is complete, operational, functional and fit for its intended use or purpose, as further described in the Technical Requirements; or

c. “Use Condition”, being a state or condition of the relevant Area which satisfies the functional requirements for the proper use and enjoyment of an Area for its particular purpose relating to: (1) temperature; (2) humidity; (3) air-quality; (4) lighting; (5) power (essential and non-essential); and (6) safe water (relating to availability, temperature, quality and safe sewerage system), as the same are further identified in the Area Data Sheets and the Technical Requirements.

“Available Insurance” means any payment or credit (or any portion of either thereof) which would have been due, or from which it would have otherwise received a benefit, under this Agreement to the extent that it is able to recover the amount or receive the benefit of such payment or credit (or such portion) under, without duplication:

a. any Insurance Policy;

b. any other policy of insurance that Developer has taken out and maintains (excluding any credit enhancement policy related to the Project Debt or Private Development Debt); or

c. any other policy of insurance that Developer is entitled to claim under as an additional insured.

“Base Early O&M Availability Payment” or “EAPOb” means:

a. with respect to Early O&M Phase 1 (as indicated in the Early O&M Phase Plan), \[\text{\{}\text{insert relevant Bid Early Operating MAP – Base from the Financial Proposal}\text{\}}\];

b. with respect to Early O&M Phase 2 (as indicated in the Early O&M Phase Plan), \[\text{\{}\text{insert relevant Bid Early Operating MAP – Base from the Financial Proposal}\text{\}}\]; and
c. with respect to Early O&M Phase 3 (as indicated in the Early O&M Phase Plan), $[insert relevant Bid Early Operating MAP – Base from the Financial Proposal].

“Base Equity IRR” means the Initial Equity IRR updated pursuant to Section 4.4 of Schedule 1.

“Base Financial Model” means the Initial Financial Model adjusted at Financial Close pursuant to Schedule 1.

“Base Financial Model Update” means the Base Financial Model as may be updated, following agreement between the parties to the Agreement, for any event applicable under Section 26.4 of the Agreement.

“Base Interest Rate” means each publicly documented interest rate (for certainty, excluding any additional credit spread, margin or fee components) of each maturity included in the following indices: [list indices included by the Proposer in its approved Interest Rate Submission submitted in response to the RFP].

“Base Interest Rate Protected Debt” means any Project Debt to be provided:

a. through the capital markets (including through a private placement) as taxable, or notes, or tax-exempt conduit issued bonds; and/or

b. by a bank or equivalently regulated financial institution, that in either case is assumed in the Base Financial Model.

“Base O&M Availability Payment” or “APOb” means $[insert Bid Operating MAP – Base from the Financial Proposal].

“Base O&M Services” means the services described in Schedule 17, Table 17-2.

“Baseline Schedule” means the logic-based Critical Path schedule for all D&C Work and all Early O&M Work which has been prepared by Developer based on the Proposal Schedule and Approved by the City, in its discretion, pursuant to Schedule 11.

“Baseline Substantial Completion Date” means the Baseline Substantial Completion Target Date, as such date may be extended from time to time pursuant to:

a. the occurrence of a Supervening Event; or

b. a Change documented in a Change Order.

“Baseline Substantial Completion Target Date” means the date stated by a Proposer as the Baseline Substantial Completion Target Date in Form 16 submitted in its Financial Proposal, being:

a. the date that Proposer projects that all Substantial Completion Conditions shall be satisfied pursuant to the Agreement; and

b. the same as the date therefor stated in such Proposer’s Technical Proposal,
provided that, in no circumstance shall such date be later than May 31, 2025.

“Bedding-in Period” has them meaning set out in Section 3.4 of Schedule 5.

“Beneath I-70” has the meaning given to it in Annex B.

“Bettie Cram Underpass” has the meaning given to it in Part 2 of Annex B.

“Bid Equity IRR” means \( \text{to insert the Equity IRR reflected in the Base Financial Model as of the Financial Proposal Submission Deadline} \)\%.

“Bid Financial Model” means the Microsoft Excel-based financial model, submitted at the Financial Proposal Submission Deadline, that includes financial forecasts, projections and calculations with respect to revenues, expenses, the repayment of Project Debt and distributions to Equity Members that result in achievement of the Bid Equity IRR.

“BMS” means a Building Management System that meets the requirements set out in Schedule 17.

“BNSF / RTD Rail Line” has the meaning given to it in Part 2 of Annex B.

“BNSF” means the BNSF Railway Company.

“Booking Agreement” means an agreement in substantially the form provided in Schedule 18 between the Developer and any Event Holder.

“Booking Inquiry” means any outreach received by the Developer from prospective Event Holders.

“Booking Request” means any completed Developer Event Booking Request Form or Non-Developer Event Booking Request Form submitted to the Events Coordination Committee pursuant to Part A, Section 4.1 of Schedule 18.

“Breakage Costs” means any prepayment premiums or penalties, make-whole payments or other prepayment amounts, including costs of early termination of interest rate and inflation rate hedging, swap, collar or cap arrangements, that Developer must pay, or that may be payable or credited to the Developer, under any Financing Document or otherwise as a result of the payment, redemption, acceleration or reduction of all or any portion of the principal amount of Project Debt prior to its scheduled payment date, excluding, however, any such amounts included in the principal amount of any Refinancing.

“Building Inspection Division” has the meaning given to it in Annex A of Schedule 8.

“CAFM” means a Computer-Aided Facility Management System that meets the requirements set out in Schedule 17.

“Calendar Day” means a calendar day as determined by reference to the time and date in Denver, Colorado, and “day” means any such calendar day.
“Calendar Year” means each consecutive period of 12 months commencing on January 1 and ending on December 31 as each such day shall be determined by reference to the time and date in Denver, Colorado.

“Campus Energy Provider” means EAS Energy Partners.

“Campus Energy System” has the meaning given to it in Section 7.3.

“Campus Food Ethos” has the meaning given to it in Part A, Section 1.2 of Schedule 18.

“Campus Partner” means WSSA, the Authority, and CSU.

“Capital Availability Payment” or “APC” means \[\text{insert Bid Capital MAP from the Financial Proposal},\] subject to replacement by the Financial Close Capital Availability Payment amount pursuant to the Project Agreement Amendment.

“CDOT” means the Colorado Department of Transportation.

“Certification Ordinance” means Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, as amended.

“Change” means any change in the Work relative to what is otherwise permitted or required under this Agreement, including any change or replacement of, a Project Standard.

“Change Directive” has the meaning given to it in Section 3 of Schedule 28.

“Change in Costs” means, in respect of any Compensation Event or other event or Change for which the Developer is expressly entitled to claim “Change in Costs” under this Agreement, such amount as is calculated pursuant to Annex A of Schedule 28, less any amount which is expressly the Developer’s risk pursuant to Sections 12.7.1 through 12.7.5.

“Change in Law” means the coming into effect after the Setting Date of:

- a. the enactment, promulgation or adoption of any Law;
- b. a binding change in the judicial or administrative interpretation of any Law; or
- c. any modification (including repeal) of any Law,

in each case, by a Governmental Authority that:

- d. is materially different from or inconsistent with Law as in effect prior to the coming into effect of the relevant change as referenced in paragraphs a., b. or c. of this definition; and
- e. was not (in the same or substantially similar form and substance to that which later comes into effect) pending, passed or
adopted, including in the form of a bill or draft, as of the Setting Date, provided that Change in Law shall exclude any such enactment, promulgation, adoption, change or modification of any: (i) Federal Law (other than any Public Safety Order) with effect during the O&M Period; and (ii) State or City (A) labor Law, (B) tax Law, (C) building, construction, or zoning Law, (D) Law regulating commercial activities, including gambling, or conduct in public forums, (E)Law regulating the sale and use of firearms, and (F) Law regulating recreational substances including alcohol, tobacco, nicotine, and marijuana, in each case of general applicability.

“Change of Control” means any direct or indirect Equity Transfer of interests in the Developer, an Equity Member, or the Lead Real Estate Developer that results in or could (upon the occurrence of any condition or exercise of any right or option) result in any change in the Person or Persons that has direct or indirect Control of Developer, Equity Member, or the Lead Real Estate Developer, excluding:

a. any Permitted Equity Transfer; and
b. a bona fide open market transaction in securities effected on a recognized public stock exchange involving an initial public offering.

“Change Order” has the meaning given to it in Section 6 of Schedule 28.

“Change Request” means a notice issued by the City or Developer for a proposed Change pursuant to Section 2 and 4 of Schedule 28.

“City” means the City and County of Denver, a municipal corporation of the State of Colorado.

“City Additional Insureds” means the additional insureds required pursuant to Schedule 7.

“City Attorney” means the City Attorney of the City and County of Denver, Colorado.

“City Attorney’s Office” means the Denver City Attorney’s Office.

“City Auditor” means the City Auditor of the City and County of Denver, Colorado.

“City Change” means a Change initiated by the City pursuant to a City Change Notice.

“City Closing Agreement” means:

a. the Project Agreement Amendment;
b. each of the Principal Subcontractor Direct Agreement;
c. the Purchase and Sale Agreement (if any) with respect to the Initial Takedown; and
d. [ ].
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>“City Council”</td>
<td>means the Denver City Council.</td>
</tr>
<tr>
<td>“City Default”</td>
<td>has the meaning given to it in Section 29.2.1.</td>
</tr>
<tr>
<td>“City Default Cure Period”</td>
<td>has the meaning given to it in Section 29.2.1.</td>
</tr>
<tr>
<td>“City Failure Notice”</td>
<td>has the meaning set forth in Section 8.1 of Schedule 5.</td>
</tr>
<tr>
<td>“City Orientation and Training Manual”</td>
<td>means the document required to provide the City with background and training in the operation and maintenance of the Facilities, pursuant Schedule 17.</td>
</tr>
<tr>
<td>“City Owned Property”</td>
<td>means all real property owned by the City within the NWC Campus.</td>
</tr>
<tr>
<td>“City Representative”</td>
<td>has the meaning given to it in Section 13.1.a.</td>
</tr>
<tr>
<td>“City-Provided Insurance Policies”</td>
<td>means all insurance policies specified in Section 23.1 and Schedule 7 to be procured and maintained by the City pursuant to the requirements of this Agreement.</td>
</tr>
<tr>
<td>“City-Provided Site Area”</td>
<td>has the meaning given to it in the definition of Site in Part 1 of Annex B.</td>
</tr>
<tr>
<td>“City-Retained Revenues”</td>
<td>has the meaning given to it in Part B, Section 1.1.b.ii. of Schedule 18.</td>
</tr>
<tr>
<td>“Claim”</td>
<td>means any claim, demand, action, cause of action, proceeding (legal or administrative), investigation, judgment, demand, suit, dispute, or liability.</td>
</tr>
<tr>
<td>“CO”</td>
<td>a Certificate of Occupancy for a Facility issued by the City.</td>
</tr>
<tr>
<td>“Coliseum”</td>
<td>has the meaning given to it in Part 2 of Annex B.</td>
</tr>
<tr>
<td>“Coliseum Paddocks”</td>
<td>has the meaning given to it in Part 2 of Annex B.</td>
</tr>
<tr>
<td>“Coliseum Parking Lots”</td>
<td>has the meaning given to it in Part 2 of Annex B.</td>
</tr>
<tr>
<td>“Collateral Agent”</td>
<td>means any financial institution designated by the Lenders to act as their trustee or agent pursuant to the Financing Documents.</td>
</tr>
<tr>
<td>“Commercial Panel”</td>
<td>has the meaning given to it in Section 5.a of Schedule 29.</td>
</tr>
<tr>
<td>“Committed Investment”</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>a.  any forms of direct investment by Equity Members in Developer, including the purchase of equity shares in Developer;</td>
</tr>
<tr>
<td></td>
<td>b.  any Equity Member Debt; or</td>
</tr>
</tbody>
</table>
c. any irrevocable on-demand letter of credit issued by an Eligible Financial Institution for the account of an Equity Member naming Developer and/or Collateral Agent as beneficiary and securing the provision of any direct investment or debt referenced in paragraph a. of this definition.

“Community Investment Fund Round-Up Revenues” means revenues collected pursuant to Part B, Section 1 of Schedule 18 from offering customers the option to “round up” their payment on Concessions Transactions and Merchandise Transactions to the whole dollar for the Community Investment Fund.

“Compensable Amount” means any Delay Financing Cost, Change in Costs, or Economic Impact.

“Compensation Event” has the meaning given to it in Section 12.1.b.

“Completion Deadlines” has the meaning given to it in Section 7 of Schedule 8.

“Comprehensive Plan” means the City’s Comprehensive Plan 2040, as adopted by the City Council in May 2019.

“Concession Revenues” means gross revenues from the sale of food, alcoholic beverages, non-alcoholic beverages [and pouring rights] before payment of any amounts to concessions subcontractors or service providers.16

“Concessions Transaction” means any transaction including the sale of food, alcoholic beverages, or non-alcoholic beverages to a customer at an Event

“Consequentially Unavailable Area” has the meaning given to it in Section 5.4 of Schedule 5.

“Consumer Price Index” or “CPI” means the “Consumer Price Index – U.S. City Averages for all Urban Consumers, All Items” (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that if the CPI is changed so that the base year of the CPI changes, the CPI shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or substantially altered, the applicable substitute index shall be that chosen by the Secretary of the Treasury for the Department of Treasury’s Inflation-Linked Treasuries as described at 62 Federal Register 846-847 (January 6, 1997), or if no such securities are outstanding, shall be determined by the Parties in accordance with general market practice at the time.

“Contract Year” means a period of 12-months commencing on (and including) [] of each Calendar Year, provided that:

16 Note to Proposers: The Developer will be required to provide concessions services pricing for Non-Developer Events on financial terms consistent with those provided by its concessions services provider(s) for Developer Events (e.g., same revenue remittance percentage). Additional information will be provided in a subsequent addendum.
a. the first Contract Year shall be the period commencing on (and including) the Effective Date and ending on the immediately following []; and

b. the final Contract Year shall be the period commencing on (and including) [ ] immediately preceding the last Calendar Day of the Term and ending on that last Calendar Day of the Term,

where each of [ ] and [ ] shall be determined by reference to the time and date in Denver, Colorado

“Contractor Bond” means any payment and performance surety bond(s) which bonds shall be:

a. provided by and maintained with an Eligible Surety;

b. comprised either of:

   i. a single payment and performance surety bond substantially in the form set out in Part A of Schedule 25; or

   ii. separate payment and performance surety bonds substantially in the forms set out in, Part B of Schedule 25; and

c. in a penal amount of not less than with respect to any individual bond delivered pursuant to Section 6.3.1.a, 100% of the aggregate value of all the D&C Work to be performed during the D&C Period under the Principal Subcontracts or, in any case, if greater or with respect to any other part of the Work, the minimum required by Law, including C.R.S. § 38-26-106; and

d. otherwise provided in compliance with Section 6.3.1; or

e. any alternative form of payment and/or performance security provided with the City’s Approval pursuant to Section 6.3.3.

“Control” of a Person by another Person means that other Person (whether directly or indirectly):

a. holds either:

   i. at least 25% or more of the equity interests in such Person; or

   ii. a percentage of the equity interests in such Person that is either equal to or greater than the percentage held by any other holder; or

b. has the right to appoint, approve or remove:

   i. at least 25% of the board of directors (or equivalent) of such Person; or

   ii. a percentage of the board of directors (or equivalent) of such Person either equal to or greater than the percentage appointed, approved or removed by any other holder; or
c. exercises control over the direction of the business, management and/or policies of such Person, including through:
   i. preferred or minority equity holder veto or voting rights (whether such rights are provided by Law or by such Person’s organizational documents or related member or shareholder agreements or similar agreements); or
   ii. any other means,

d. in the case of paragraphs c.i and c.ii. to the extent such rights or other means circumvent, or appear intended to circumvent, any restrictions or obligations that would otherwise arise if this definition of Control applied.

"CORA" means the Colorado Open Records Act, C.R.S. § 24-72-201 to 206.

"CORA Exempt Materials" means any trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data exempt from public disclosure under C.R.S. §§ 24-72-204(3)(a)(IV) or information that is otherwise exempt from disclosure under CORA.

"Cost to Complete" means (without double counting):
   a. those costs (internal and external) that the City reasonably and properly projects that it shall incur in carrying out any process to request tenders from any parties interested in entering into a contract with the City to achieve Final Acceptance of D&C Work, including all costs related to the preparation of tender documentation, evaluation of tenders and negotiation and execution of relevant contracts; plus
   b. costs that the City reasonably and properly projects that it shall incur in achieving Final Acceptance of D&C Work; plus
   c. any other Losses that, but for the termination of this Agreement, the City would not have incurred prior to Final Acceptance of D&C Work; minus
   d. any insurance proceeds available to the City for the purposes of achieving Final Acceptance of D&C Work, subject to the City having used its Reasonable Efforts to mitigate any of the above referenced costs and Losses.

"CPD" means the Denver Department of Community Planning and Development.

"Critical Path" means the single, longest sequence, in terms of time, of logically connected Activities on the Project Schedule ending with Final Acceptance.

"Critical Path Method" means the scheduling technique showing all Activities required to complete a task, complete with durations and relationships between Activities.

"CSU" means the Colorado State University System.
“CSU Buildings” has the meaning given to it in Part 1 of Annex B.

“Cure Period” means a Temporary Cure Period or a Permanent Cure Period.

“Customer Service Center” has the meaning given to it in Schedule 17.

“D&C Deduction Termination Threshold” has the meaning set out in Section 11.3 of Schedule 5.

“D&C Deductions” means the “D&C Deductions” calculated in accordance with Section 3.2 of Schedule 5.

“D&C Increased Oversight Threshold” has the meaning set out in Section 11.1 of Schedule 5.

“D&C Noncompliance Failure” means a circumstance where the Developer fails to perform the D&C Work in accordance with the D&C Noncompliance Standards.

“D&C Noncompliance Point Rate” means the “D&C Noncompliance Point Rate” specified in dollars in Section 3.2 of Schedule 5.

“D&C Noncompliance Points” means the points accrued by the Developer in respect of the occurrence of a D&C Noncompliance Failure in accordance with Section 4 of Schedule 5.

“D&C Noncompliance Points Threshold” means the “D&C Noncompliance Points Threshold” specified in Section 3.2 of Schedule 5.


“D&C Period” means the period beginning on the date of issuance of NTP1 in accordance with Section 1 of Schedule 3 and ending on the Substantial Completion Date.

“D&C Standards” means:

a. the standards and specifications listed in Schedule 15A;

b. any other standards and specifications expressly referenced in this Agreement as applicable to the D&C Work (for certainty, excluding any Laws, or Permits); and

c. any other standards and specifications that apply to the D&C Work (excluding, for certainty, any Laws, or Permits), including as a result of Developer’s methods of performing the D&C Work,
each in the form published or otherwise in effect as of the Setting Date and as modified by the express terms of the Agreement.

“D&C Subcontract” means the contract for the performance of the D&C Work [and of the Early O&M Work]17 entered into between Developer and the Lead Contractor in compliance with this Agreement.

“D&C Work” means all administrative, design, installation, compliance, permitting, support services, Utility Adjustment Work, construction related obligations, preliminary planning and engineering, and all other tasks to be performed and provided by Developer required to comply with all requirements and limitations set out in the Technical Requirements and any other provisions of this Agreement applicable to the performance of the D&C Work, including Light O&M Services.

“Debt Provider” means any Person that provides or holds and is owed repayment of Project Debt, together with their respective successors, assigns, participating parties, trustees and agents, including any Collateral Agent.

“Debt Providers’ Direct Agreement” means the agreement in substantially the form attached in Section 1, Schedule 22 by and among the City, Developer, and the Lender (or if there is more than one Lender, the Collateral Agent on behalf of the Lenders).

“Deduction” mean the D&C Deductions, Early O&M Period Deductions, O&M Deductions, and, as applicable, the Excess Deduction Amount in each case calculated in accordance with Schedule 5.

“Deduction Period” means, with respect to an Availability Failure in an Area:

a. the Temporary Cure Period (if any) that expires without Developer effecting a Temporary Cure;
b. the Permanent Cure Period that expires without Developer effecting a Permanent Cure; or
c. any Recurrence Period that expires without Developer effecting a Permanent Cure.

“Deduction Termination Threshold” has the meaning set out in Section 11.3 of Schedule 5.

“Defect” means a defect, howsoever caused, affecting the condition, use, functionality, or operation of any Element.

“Deferred Compensation” means any adjustment or deferred payments made under Sections 12.7.3, 12.7.4, or 12.7.5.

“Deferred Equity Amounts” means, on any date, any amount of unfunded cash equity that has been committed to the Developer (including commitments to provide an Equity Investment or Equity Member Debt) and is shown to be available for use in the

17 Note to Draft: Subject to Preferred Proposer’s approach.
Financing Plan, but only to the extent that the commitment to provide such amount is supported by an irrevocable on demand letter of credit.

“Deferred FF&E” means [ ].

“Delay Financing Costs” means, with respect to any Delay Period, the aggregate of:

a. all amounts of principal that accrue with respect to the Project Debt under the Financing Documents during such period;

b. all amounts of interest (excluding default interest), together with any commitment or standby fees on undrawn loan facilities that shall accrue under the Financing Documents with respect to the Project Debt during such period; and

c. reasonable financing costs and expenses that accrue during such period with respect to the Project Debt in connection with any of the foregoing,

in each case less amount such amount, costs, or expense which is the Developer’s risk pursuant to Section 12.2.4

“Delay Period” means the period of delay, measured in Calendar Days (after taking into account any available Float and excluding any previous or concurrent unrelated delay for which Developer is responsible) if Developer has complied with its obligations under Section 12.1 and, through the submission of a Detailed Supervening Event Submission, has demonstrated that the Supervening Event occurred in the case of any Relief Event or Compensation Event occurring prior to the Final Acceptance Date that affects or shall affect:

a. the Critical Path and/or

b. completion of the D&C Work required to achieve Substantial Completion by the Baseline Substantial Completion Target Date.

“Demand Maintenance” means any maintenance, repair or restoration of equipment, systems, building structure, components of finishes, in each case located at or in the Facility which maintenance, repair or restoration is conducted in order to remedy a breakdown of such equipment, system, building structure, component or finish or is conducted in order to achieve standard operating performance for such equipment, system, building structure, component or finish, but excludes planned repair projects, Scheduled Maintenance and capital projects. All costs incurred in conducting Demand Maintenance from part of the Services. Demand Maintenance also includes repairing collateral damage related to equipment beyond the immediate component that failed, minor repairs to interior finishes and exterior finishes of the Facility (e.g. painting etc.). Demand Maintenance work may be either:

a. any urgent Demand Maintenance that is unscheduled including maintenance of emergency/safety equipment or systems in the event of a breakdown of such equipment or systems; or

b. non-urgent Demand Maintenance which has been scheduled in advance.
“Denver Police Department Milestone” means the Denver Police Department’s video management software system where the current system vendor is Milestone Systems, Inc.

“Design Documents” has the meaning given to it in Schedule [].

“Developer” has the meaning given to it in the Recitals.

“Developer Booking Contact” shall be [to be identified prior to execution], as such may be replaced from time to time pursuant to Part A, Section 2.5.a of Schedule 18.

“Developer D&C Noncompliance Failure Notice” has the meaning set forth in Section 5.4 of Schedule 5.

“Developer Default” has the meaning given to it in Section 29.1.1.

“Developer Default Cure Period” has the meaning given to it in Section 29.1.1.

“Developer Event” means an Event booked by an Event Holder through a Developer Event Booking Agreement.

“Developer Event Booking Agreement” means an agreement with respect to an Approved Event which is a Developer Event entered into in accordance with Section 4.3 of Schedule 18.

“Developer Event Booking Request Form” has the meaning given to it in Part A, Section 4.1 of Schedule 18.

“Developer Failure Notice” has the meaning set forth in Section 8.1 of Schedule 5.

“Developer Fault Event” means any Developer Default, breach, act or omission, fraud, willful misconduct, criminal conduct, recklessness, bad faith, or negligence by or of the Developer or any other Developer-Related Entity.

“Developer O&M Noncompliance Failure Notice” has the meaning set forth in Section 6.3 of Schedule 5.

“Developer Performance Failure Notice” has the meaning set forth in Section 5.4 of Schedule 5.

“Developer Representative” has the meaning given to it in Section 13.1.a.

“Developer Unavailability Notice” has the meaning set forth in Section 4.4 of Schedule 5.
“Developer-Provided Insurance Policies” means all insurance policies specified in Section 23.1 and Schedule 7 to be procured and maintained by the Developer pursuant to the requirements of this Agreement.

“Developer-Provided Site Area” has the meaning given to it in in the definition of Site in Part 1 of Annex B.

“Developer-Provided Site Areas” has the meaning given to it in Annex B.

“Developer-Related Entity” means:

a. Developer;
b. Lead Real Estate Developer;
c. each Principal Subcontractor;
d. each Subcontractor (of any tier) and each Private Development Subcontractor (of any tier);
e. any other Persons (except the City) performing any of the Work for or on behalf of Developer;
f. any other Persons (except the City and any members of the general public that use or access the Project) for whom Developer may be legally or contractually responsible;
g. any Financially Responsible Party; and h. the employees, agents, officers, directors, representatives and consultants of any of the foregoing.

“Developer-Retained Revenues” has the meaning given to it in Part B, Section 1.1.b.i. of Schedule 18.

“Development Plan” means, initially, the Proposal Development Plan and, once approved pursuant to Schedule 14, the then current Approved Development Plan.

“discretion” has the meaning given to it in Section 5.1.c of Annex A.

“Dispute” means any dispute, disagreement or controversy between the City and Developer concerning their respective rights and obligations under the Agreement, including concerning any Claim, alleged breach or failure to perform and remedies.

“Dispute Resolution Panel” means either the Technical Panel or the Commercial Panel.

“Dispute Resolution Procedure” means the procedure for the resolution of Disputes set out in Section 35.2 and Schedule 29.

“Distributions” means, whether in cash or in kind any:

a. dividend or other distribution by Developer in respect of share capital (or the equivalent);
b. reduction of capital, redemption or purchase of shares or any other reorganization or variation to share capital;

c. payments by Developer under any Equity Member Funding Agreements (whether of principal, interest, Breakage Costs or otherwise);

d. payment, loan, contractual arrangement or transfer of assets or rights to the extent (in each case) was neither in the ordinary course of business nor on reasonable commercial terms; or

e. the receipt of any other benefit that is not received in the ordinary course of business and on reasonable commercial terms.

“Dollar” means a dollar of United States Currency.

“DRIR” means the Denver Rock Island Railroad.

“DRIR Rail Line” has the meaning given to it in Annex B.

“Early Monthly Payment” or “EMP” means the “Early Monthly Payment” as calculated pursuant to Section 1.2 of Schedule 5.

“Early O&M Event” or “EEP” means the “Early O&M Event Payment” as calculated pursuant to Section 1.3 of Schedule 5.

“Early O&M Maximum Availability Payment” or “EMAP” means the “Early O&M Maximum Availability Payment” as calculated pursuant to Section 1.1 of Schedule 5.

“Early O&M Maximum Monthly Payment” or “EMMP” means the “Early O&M Maximum Monthly Payment” as calculated pursuant to Section 1.2 of Schedule 5.

“Early O&M Monthly Deductions” or “EMD” means the “Early O&M Monthly Deductions” as calculated in accordance with Section 3.1.a of Schedule 5.

“Early O&M Period” means the period beginning on NTP3 and ending on the last day of the D&C Period, which is the Substantial Completion Date.

“Early O&M Period Deductions” or “EOD” means the “Early O&M Period Deductions” calculated in accordance with Section 3.3 of Schedule 5.

“Early O&M Phase” means each of the areas demarcated in the Early O&M Phase Plan as, respectively, “Early O&M Phase 1”, “Early O&M Phase 2”, and “Early O&M Phase 3”.

City and County of Denver
National Western Center Triangle Project

Addendum #2
March 5, 2020

Annex C-19
“Early O&M Phase Date” means the date upon which an Early O&M Phase achieves Occupancy Readiness [as a whole].

“Early O&M Phase Plan” means [to be provided in a subsequent Addendum].

“Early O&M Work” means those [O&M Services] required to be performed by Developer with respect to the Facilities within the Stockyards Events Center, the Livestock Center, and the Equestrian Center during the Early O&M Period pursuant to Schedule 17, including:

a. design, procurement and installation of FF&E in each Facility that is a Phases 1 & 2 Incorporated Element on and from the License Start Date for such Facility to the extent not otherwise provided under the express terms of any contract for design and construction of such Facility in the form disclosed in the Reference Documents; and

b. [ ].

“Early Quarterly Settlement Amount” or “EQSA” means the “Early Quarterly Settlement Amount” as calculated pursuant to Section 1.3 of Schedule 5.

“Economic Impact” [revised approach to be provided in a subsequent Addendum].

“Effective Date” has the meaning given to it in the Recitals.

“Element” means an individual component, system, or subsystem of the Project.

“Eligible Financial Institution” means:

a. the United States of America, any state thereof or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects;

b. any

i. savings bank, savings and loan association, commercial bank, trust company (whether acting individually or in a fiduciary capacity) or insurance company organized and existing under the laws of the United States of America or any state thereof;

ii. foreign insurance company or commercial bank qualified to do business as an insurer or commercial bank as applicable under the laws of the United States of America; or

iii. investment bank, pension advisory firm, mutual fund, investment company or money management firm;
c. any “qualified institutional buyer” under Rule 144(A) under the Securities Act or any other similar Law hereinafter enacted that defines a similar category of investors by substantially similar terms;

d. a Governmental Authority acting (directly or through a trust or other single purpose vehicle controlled by it) as a conduit for the purpose of issuing private activity bonds authorized by Law; or

e. any other financial institution or entity Approved by the City (provided that such institution or entity, in its activity under this Agreement, shall be acceptable under then current guidelines and practices of the City),

provided, however, that (i) each such entity maintain an office in Denver, Colorado or New York, New York at which a letter of credit issued by it can be presented for payment by hand delivery, electronic means, or fax; (ii) (other than entities described in clause (c) of this definition) each such entity or combination of such entities, if the Institutional Lender shall be a combination of such entities, shall have individual or combined assets, as the case may be, of not less than $1,000,000,000, which shall include, in the case of an investment or advisory firm, assets controlled by it or under management; and (iii) to the extent such is acting as an issuer of a letter of credit, such has a Minimum Issuer Rating from at least two Rating Agencies, where for purposes of this definition “Minimum Issuer Rating” means a long-term unsecured debt rating of at least “A-” by Standard & Poor’s Ratings Services, “A-” by Fitch, Inc., “A3” by Moody’s Investors Service, Inc., “A low” by DBRS, Inc., in each case with an outlook of “stable” or better.

“Eligible Insurer” means an insurer that:

a. is admitted or authorized to do business in the State; and

b. has either (i) a policyholder’s management and financial size category rating of not less than “A-X” according to A.M. Best’s Financial Strength Rating and Financial Size Category or (ii) a rating of not less than “BBB” according to Standard and Poor’s Ratings Services, except as otherwise Approved by the City, in its discretion.

“Eligible Surety” means a surety authorized to issue bonds in the State having either:

a. a Minimum Eligible Surety Rating from at least two Rating Agencies; or

b. a rating of at least “A-” and “Class VIII” from A.M. Best Company, Inc. (but only if it is at the relevant time a Registered Rating Agency),

where for purposes of this definition “Minimum Eligible Surety Rating” means a long-term unsecured debt rating of at least:

i. “A” by Standard & Poor’s Rating Services;

ii. “A” by Fitch, Inc.;
iii. “A2” by Moody’s Investors Service, Inc.; or
iv. “A” by DBRS, Inc.,
c. in each case with an outlook of “stable” or better.

“Emergency” means any non-ordinary course event affecting the Project, whether directly or indirectly, that:

a. is an immediate or imminent threat, or, if not promptly addressed, a potential threat, to the safety of the public;
b. causes disruption or, if not promptly addressed, has the potential to cause disruption, to the free flow of traffic on or about the Project;
c. is an immediate or imminent threat to the long-term integrity of any part of the infrastructure of the Project, to the Environment, any facility, building, or structure, or to any other property adjacent to the Project, or otherwise to any Adjacent Facility, Adjacent Project, or the Adjacent Community;
d. is recognized by the City as an emergency; or
e. is recognized or declared as an emergency by the Governor of the State, FEMA, the U.S. Department of Homeland Security, or any other Governmental Authority with legal authority to recognize or declare an emergency.

“Emergency Event” means an Event which presents a clear and present threat to human life, safety or security (including, any failure of any fire or security alarm system); or may deteriorate, if not corrected within the next 24 hours, into an Event described in this definition.

“Environment” means air, soils, submerged lands, surface waters (including wetlands), groundwaters, land, stream sediments, surface, or subsurface strata, biological resources, including endangered, threatened and sensitive species, and natural systems, including ecosystems, historic, archeological, and paleontological resources.

“Environmental Approval” means any Permit required for the Project or the Work pursuant to Environmental Law.

“Environmental Law” means any Law applicable to the Project or the Work requiring consideration of impacts on the Environment or addressing, regulating, or imposing liability, actions, or standards of conduct that pertains to the Environment, Hazardous Substances, contamination of any type whatsoever, or environmental health and safety matters, and any lawful requirements and standards that pertain to the Environment, Hazardous Substances, contamination of any type whatsoever, or environmental health and safety matters, set out in any permits, licenses, approvals, plans, rules, regulations, administrative or judicial orders, ordinances or other Permits adopted, or other criteria and guidelines promulgated, pursuant to such Law, including in each case those relating to:
a. the manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation, transportation, and Release of Hazardous Substances;
b. protection of wildlife, animal, or plant species listed as threatened or endangered under and subject to an applicable threatened or endangered species Law, species, other sensitive species, wetlands, water courses and water bodies, antiquities, fossils, coins, articles of value, precious minerals, cultural artifacts, human burial sites and remains and other similar remains of archaeological, cultural or paleontological interest, natural resources, and of the Environment generally;
c. the operation and closure of underground storage tanks;
d. human health and safety; and
e. notification documentation and record keeping requirements relating to the foregoing.

“Environmental Requirements” means the requirements set out in Schedule 15, Section 10, including the obligation to comply with Environmental Law and all Environmental Approvals.

“EPA” means the United States Environmental Protection Agency.

“Equestrian Center” has the meaning given to it in Part 1 of Annex B.

“Equity Investment” means (a) any form of direct cash investment by Equity Members, including the purchase of newly issued equity shares in Developer and/or subordinated loans to Developer, and (b) any cash draws by or on behalf of Developer under the letter(s) of credit described in the definition of Deferred Equity Amount.

“Equity IRR” means the nominal post-tax internal rate of return to the Equity Investment over the full Term calculated, using the Financial Model, at the discount rate that, when applied to Equity Investment cash flows, gives a zero net present value, where the Equity IRR is initially equal to the Bid Equity IRR and can change when and if the Base Financial Model is updated. For purposes of this definition:

a. the phrase “post tax” refers to a single level of U.S. federal, state, and local corporate income tax for regularly taxed U.S. organized, domestic “C” corporations only, and excludes any foreign income tax and other tax of any kind; and

b. the phrase “cash flows” refers to equity distributions minus Equity Investment.

“Equity Member Debt” means bona fide indebtedness for funds borrowed that:

is held by any Equity Member; and

is subordinated in priority of payment and security to all Project Debt held by persons who are not Equity Members.
“Equity Member Funding Agreement” means any loan agreement, credit agreement or other similar financing agreement or subordination agreement providing for or evidencing Equity Member Debt.

“Equity Member(s)” means:

a. each entity with a direct equity interest in the Proposer, and

b. each entity proposed to have a direct equity interest in the Developer, in each case whether as a member, partner, joint venture member, or otherwise.

“Equity Transfer” means:

a. any sale, transfer, assignment, conveyance, or other disposal of any direct or indirect legal, beneficial or equitable ownership interests in a Person; or

b. any agreement, whether or not subject to the occurrence of any condition or exercise of any right or option, to effect any transaction specified in paragraph a. of this definition, including any pledge, mortgage, grant of any security interest, lien or other property restriction.

“Escalation Factor” or “ESC” means the “Escalation Factor” calculated in accordance with Section 2.6 of Schedule 5.

“Escrow Agent” means the escrow agent appointed by the Parties pursuant to the Financial Model Escrow Agreement.

“Event” means any activity taking place on the Site, including sales of food and beverage, community gatherings, and entertainment.

“Event” means a Developer Event or Non-Developer Event.

“Event Holder” means an organization or individual that seeks to enter into or has entered into a Booking Agreement for the purpose of holding an Event.

“Events Center and Paddocks” has the meaning given to it in Part 2 of Annex B.

“Events Coordination Committee” means the committee established jointly by the City and Developer to coordinate the activities and communications associated with Events.

“Events Coordination Committee” means the committee established jointly by the City and Developer, together with the Authority, the WSSA, and CSU, in accordance with Part A, Section 2, of Schedule 18, to coordinate the activities and communications associated with Events.

“Events Emergency Response Plan” means the plan required as part of the Events Manual, the requirements of which are set out in Schedule 17.
“Events Manual” means the document setting out the procedures, policies and plans in relation to Events, required pursuant to Schedule 17.

“Excess Deduction Amount” means the “Excess Deductions Amount” calculated in accordance with Section 2.3 of Schedule 5.

“Excluded Revenues” has the meaning given to it in Section 8.2.b.

“Exempt Event” means a Non-Developer Event with [an anticipated] [total] attendance of less than 200 people.

“Exempt Refinancing” means:

a. any Refinancing that was fully and specifically identified and taken into account in the Base Financial Model and calculation of the Bid Equity IRR and that, at the time of Refinancing, does not lead to a Refinancing Gain greater than zero;

b. amendments, modifications, supplements or consents to Financing Documents, excluding extensions and renewals, and the exercise by a Debt Provider of rights, waivers, consents and similar actions, in each case:
   i. in the ordinary course of day-to-day loan administration and supervision; and
   ii. that do not individually or in the aggregate provide a financial benefit to Developer;

c. any changes in taxation or Developer’s accounting treatment or policies; and

d. any of the following acts by a Debt Provider of senior lien priority Project Debt:
   i. the syndication of any of such Debt Provider’s rights and interests in the senior Financing Agreements;
   ii. the grant by such Debt Provider of any rights of participation, or the disposition by such Debt Provider of any of its rights or interests, with respect to the senior Financing Agreements in favor of any other Debt Provider of senior lien Project Debt or any other investor; or
   iii. the grant by such Debt Provider of any other form of benefit or interest in either the senior Financing Agreements or the revenues or assets of Developer, whether by way of security or otherwise, in favor of any other Debt Provider of senior lien Project Debt or any investor;

e. any amendment, modification, or supplement of any Financing Document entered into:
   i. in connection with the financing of Deferred Compensation; or
Project Agreement

ii. to reflect a corresponding amendment to, modification of, or Change under, this Agreement;

f. a reset of an interest rate and/or mandatory tender pursuant to the express terms of any Financing Documents; or

g. any sale of any equity interests in Developer by an Equity Member or securitization of the existing rights and/or interests attaching to any equity interests in Developer or any of its Equity Members, if any.

“Expiry Date” means the 30th anniversary of the Baseline Substantial Completion Date.

“Expo Hall” has the meaning given to it in Annex B.

“Extended Event” has the meaning given to it in Section 30.2.6.a.

“Facilities Condition Report” means the report documenting the findings of the Joint Technical Review produced pursuant to Schedule 17.

“Facility” means any structure or building affixed to a Parcel, including any subsurface foundation, and all areas within and including (but not exterior to) the outer surface of such structure or building, where “(Facility)” may be added to follow a term referring to a structure or area to specify that the reference in such instance is to the relevant Facility and not the Parcel as a whole.

“Facility Final Acceptance” means the satisfaction of all conditions to Occupancy readiness of the Triangle Public Facilities, as confirmed by the City’s issuance of the certificate of Facility Final Acceptance in accordance with Section 3 of Schedule 4.

“Facility Final Acceptance Deadline” means [under review for a subsequent Addendum].

“Facility Punch List” means the Punch List in relation to a Facility prepared in accordance with Section 6.3 of Schedule 10.

“Facility Rentals” means payments from Event Holders for use of [the Facilities] as determined by Booking Agreements, including provision of Base Services pursuant to Table 17-2 of Schedule 17, if applicable.

“Facility Unavailability Event” means, with respect to a Facility, any of the following events:

a. in any day, more than 30% of the aggregate number of all the Areas within the relevant Facility are Unavailable;

b. in any day, the number of sanitary fittings or washbasins unavailable to Users of a Facility is more than 30% of the number contained in Developer’s Proposal Commitments; or

18 Note to Proposers: The City intends to utilize the terms “Parcel” and “Facility” through the Agreement to clarify references to elements that include both a structure and an area around such structure; revisions to be made in a subsequent Addendum utilizing this approach.
c. the central informational technology server room, if any, is Unavailable.

“Failure” means an Availability Failure, Performance Failure, D&C Noncompliance Failure or an O&M Noncompliance Failure.

“Failure Start Time” means the date and time at which a D&C Noncompliance Failure, Availability Failure, Performance Failure or an O&M Noncompliance Failure (as the case may be) is identified in accordance with Section 8.1.c of Schedule 5.

“FCI” means Facilities Condition Index, which means with respect to the Project in its entirety at any date of determination, a fraction, the numerator of which is the cost of performing all deferred maintenance on the Project and the denominator of which is the estimated replacement value of the Project. For these purposes, “deferred maintenance” means maintenance, repair and replacement work on the Project that was required to have been performed with respect to the Project as of the determination date relating to the [O&M Services] (including, to the Preventative Maintenance Plan, Renewal Work Plan, and Good Industry Practice).

“FDA Tax” means the Facilities Development Admission Tax imposed on admissions to certain events held at facilities or properties owned or leased by the City, pursuant to Article VII of the Denver Revised Municipal Code.

“FDA Tax Revenue Remittance Form” means the form used by the Developer to report and remit FDA Tax Revenues, pursuant to Part B of Schedule 18.

“FDA Tax Revenues” means any FDA Tax revenues collected pursuant to Schedule 18, Part B.

“FF&E” means the furniture, fixtures, equipment, personal property, and other tangible assets required for the Project and the performance of the Work [(excluding / including IT Equipment)] comprised of:

a. such furniture, fixtures, equipment, personal property, and other tangible assets expressly required to be procured by the Developer in accordance with Schedule 16A;

b. any furniture, fixtures, equipment, personal property, and other tangible assets required for the Project and the performance of the Work [(excluding / including IT Equipment)] required to be procured by the Developer from time to time in accordance with [Schedule 16A; and

c. such other furniture, fixtures, equipment, personal property, and other tangible assets necessary or desirable for the Project and performance of the Work as acquired by the Developer and thereafter used in performance of the Work [or otherwise located within [ ]].

“Final Acceptance” means the satisfaction of all Final Acceptance Conditions, as confirmed by the City’s issuance of the Final Acceptance Certificate.

19 Note to Draft: Definition to be updated following release of Schedule 16A in a subsequent Addendum.
“Final Acceptance Certificate” has the meaning given to it in Section 5.2.d.i of Schedule 4.

“Final Acceptance Conditions” has the meaning given to it in Section 5.1 of Schedule 4.

“Final Acceptance Date” has the meaning given to it in Section 5.2.d.i of Schedule 4.

“Final Acceptance Deadline Date” means the date which is [ ] Calendar Days after the Substantial Completion Date, as such deadline may be extended from time to time pursuant to:

a. the occurrence of a Supervening Event; or

b. a Change documented in a Change Order.

“Final Design Documents” [to be provided in a subsequent Addendum]

“Final Warning Notice” means a notice from the City to Developer that a breach specified in an Initial Warning Notice has continued for more than 30 consecutive Calendar Days after the date of service of the Initial Warning Notice or reoccurred three or more times in any six consecutive month period after the date of service of the Initial Warning Notice.

“Financial Close Capital Availability Payment” or “Financial Close APC” means the “Financial Close Capital Availability Payment” as defined and calculated pursuant to Section 4.4 of Schedule 1.

“Financial Close Date” means the date on which Financial Close occurs.

“Financial Close Deadline” means [to insert the last day of the Proposal Validity Period] as such deadline may be extended from time to time pursuant to:

a. Schedule 1; or

b. a Change documented in a Change Order.

“Financial Close Security” means:

a. one or more letters of credit in the aggregate amount of at least $20,000,000, each issued by an Eligible Financial Institution delivered by Developer pursuant to Section 27.3 of the ITP on or prior to the Effective Date; and

b. any replacement letter of credit delivered pursuant to Section 2 of Schedule 1 that is in the same form as any letter of credit previously delivered to the City as “Financial Close Security” or otherwise in such other form as the City may Approve.
“Financial Close Termination Amount” means $3,000,000.

“Financial Model” means the Base Financial Model, as such may be further updated from time to time pursuant to Section 26.4.

“Financial Model Auditor” means [to be defined in a subsequent Addendum].

“Financial Model Escrow Agreement” means the Financial Model Escrow Agreement executed by the Parties and [insert name of Escrow Agent] as Escrow Agent in substantially the form of Section 1 of Schedule 27 on or about the date hereof or any replacement agreement entered into by the Parties.

“Financial Model Formula” means [to be defined in a subsequent Addendum].


“Financially Responsible Party” means:

a. [identity of responsible party] as guarantor of [Principal Subcontractor name]’s [type of Principal Subcontractor] obligations with respect to [Principal Subcontract] as set out in the applicable Financially Responsible Party Agreement;

b. [identity of responsible party] as guarantor of [Equity Member name]’s Equity Member obligations under [Principal Subcontract] as set out in the applicable Financially Responsible Party Agreement; and

each other entity that may, from time to time, provide a parent company guarantor or the equivalent agreement of a Principal Subcontractor’s obligations under a Principal Subcontract or of an Equity Member’s Committed Investment in each case under the terms of a Financially Responsible Party Agreement.

“Financially Responsible Party Agreement” means:

a. [list agreements entered into or to be entered into on or about the Execution Date and/or in connection with Financial Close]; and

b. any other parent company guaranty or equivalent agreement from time to time with a Financially Responsible Party with respect to a Principal Subcontractor’s obligations under a Principal Subcontract or of an Equity Member’s Committed Investment.

“Financing Agreements” means:
a. the documents listed in Section A of Annex A to the Lenders Direct Agreement executed on or about the Financial Close Date;

b. any loan agreement, funding agreement, account maintenance or control agreement, insurance or reimbursement agreement, intercreditor agreement, subordination agreement, trust indenture, agreement from any Equity Member in favor of any Lender, hedging agreement, interest rate swap agreement, guaranty, indemnity agreement, agreement between any Developer-Related Entity and any Lender, or other agreement by, with or in favor of any Lender pertaining to Project Debt (including any Refinancing), other than Security Documents;

c. any note, bond or other negotiable or non-negotiable instrument evidencing the indebtedness of Developer for Project Debt (including any Refinancing); and

d. any amendment, supplement, variation or waiver of any of the foregoing agreements or instruments.


“Float” means the amount of time that any given Activity or logically connected sequence of Activities shown on the Project Schedule may be delayed before it delays the occurrence of the Substantial Completion Date or the Final Acceptance Date, where such Float is identified as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every Activity shown on the Project Schedule.

“Force Majeure Event” means any:

a. war, civil war, invasion or armed conflict;

b. act of terrorism or sabotage;

c. nuclear, chemical or biological contamination or emissions (including as, applicable, associated radiation);

d. blockade or embargo;

e. labor dispute, including a strike, lockout or slowdown, generally affecting the construction industry in the Denver metropolitan area or a significant sector of it;

f. riot or illegal civil commotion;

g. fire or explosion on the Site;

h. geomagnetic storm; or

i. earthquake,

with respect to (b), (f), (g), (h), and (i), to the extent occurring in or directly affecting the Denver metropolitan area.
“Former Bus Barn Site” has the meaning given to it in Annex B.

“Framework Agreement” means the agreement entered into by and among the City, CSU and WSSA with respect to the NWC Campus with an effective date for September 28, 2017.

“Fuller Drug Store” has the meaning given to it in Annex B.

“Future Private Development Area” has the meaning given to it in Part 2 of Annex B.

“Future Private Development Parcel” has the meaning given to it in Annex B.

“Future Public Streets” has the meaning given to it in Annex B.

“Future Takedown” means the purchase of one or more Private Development Parcels after Financial Close pursuant to a Purchase and Sale Agreement.

“Future Takedown Rights” means the Developer’s rights to Future Takedowns under Schedule 14.

“GAAP” means Generally Accepted Accounting Principles in the United States as in effect from time to time.

“Good Industry Practice” means that degree of skill, care, prudence, foresight, and practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced professional designer, engineer, constructor, maintainer, real estate developer, events programmer, landlord, or operator, as applicable, engaged in the same type of activity in North America as that of Developer, or any other Person to which such term relates, seeking to comply with all Law and the same type of obligations and responsibilities in North America as the obligations and responsibilities of Developer under this Agreement and/or the obligations and responsibilities of such Person under the same or similar circumstances.

“Governmental Authority” means any:

a. United States Federal, State or local government, and any political subdivision of any of them; and

b. any interstate, governmental, quasi-governmental, judicial, public, regulatory or statutory instrumentality, administrative agency, authority, body or entity of, or formed by, any such government or subdivision thereof,

in each case other than the City.

“Grace Period” means the period of time from the Failure Start Time, as set out in the D&C Noncompliance Standards or the O&M Period Noncompliance Standards, and
Project Agreement

during which period the Developer shall not incur Noncompliance Points or Deductions.

“Hall of Education” has the meaning given to it in Annex B.

“Handback Letter of Credit” has the meaning given to it in Section 3.5 of Schedule 19.

“Handback Requirements” means the terms, conditions, requirements and procedures governing the condition in which Developer is to deliver the Project assets upon Handback, as stated in Schedule 19.

“Handback Reserve Account” has the meaning given to it in Section 3 of Schedule 19.

“Handback Reserve Amount” has the meaning given to it in Section 3.3 of Schedule 19.

“Handover” handover of the Phases 1 & 2 Incorporated Elements to the Developer at Substantial Completion in accordance with Schedule 16B.

“Hay Barn #3” has the meaning given to it in Part 2 of Annex B.

“Hazardous Substances” means any of the following:

a. any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to Environmental Law;

b. any substance, product, waste, or other material of any nature whatsoever that exceeds maximum allowable concentrations for elemental metals, organic compounds, or inorganic compounds for the protection of human health and safety and/or the Environment, as defined by any Environmental Law;

c. any substance, product, waste, or other material of any nature whatsoever which may give rise to liability pursuant to Environmental Law, as defined by any Environmental Law, or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a State or Federal court;

d. petroleum or crude oil excluding de minimis amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles;

e. lead or lead-containing materials; and

f. asbestos or asbestos-containing materials.

“Holiday” means any Calendar Day that is declared or considered to be a holiday by the City.
“Inaccessible Parcel” means a Private Development Parcel for which:

a. Developer contemplates a Takedown prior to the first Private Development Milestone to occur after the Initial Takedown; and

b. the Project License Start Date for such Private Development Parcel, or any adjoining parcel necessary to construct required Public Elements to support development on such Private Development Parcel, is not at least 6 months prior to the [Baseline Substantial Completion Date].

“Income Restricted Equivalent Units” means an initial number of theoretical units to be used in the formula to determine the actual number of Income Restricted Units Developer is required to construct per this Affordable Housing Plan. The number of Income Restricted Units shall be multiplied by the applicable Bedroom Count Multiplier to arrive at the total required number of Income Restricted Equivalent Units. By way of illustration, a two-bedroom Income Restricted Unit shall be multiplied by 1.5 (the two-bedroom unit multiplier) and thus shall count as 1.5 Income Restricted Equivalent Units. A three-bedroom unit shall be multiplied by 2.5 (the three-bedroom unit multiplier), and thus shall count as 2.5 Income Restricted Equivalent Units.

“Income Restricted For Sale Unit(s)” means any Income Restricted Unit(s) that is for sale.

“Income Restricted Rental Unit(s)” means any Income Restricted Unit(s) that is for rent.

“Income Restricted Unit” means a Residential Unit that is made available and affordable to households (i) with respect to any Income Restricted Rental Unit, earning less than eighty percent (80%) of AMI and (ii) with respect to any Income Restricted For Sale Unit, earning less than one hundred percent (100%) of AMI, subject to Section 4. [The Income Restricted Units shall be restricted, as provided in the [covenant], as to (a) the amount of rent that may be charged by the owner of the Income Restricted Unit to any renter, (b) sales price charged by the seller of the Income Restricted Unit to any qualified buyer, as applicable, and (c) the income level of the renter or buyer to whom such units may be rented or sold, as applicable.]

“Indemnified Party” has the meaning given to it in Section 22.2.1.a.

“Independent Engineer” means the independent engineering consultant appointed or to be appointed in accordance with Section 5.9 or such substitute independent engineering consultant as may be appointed in accordance with Section 5.9.

“Independent Engineer Agreement” means the agreement entered into or to be entered into between Developer, the City, and the Independent Engineer substantially in the form attached hereto as Exhibit 27, Part B.

“Infrastructure Completion Date” means the later of Substantial Completion, or 6 months from the Project License Start Date with respect to the Inaccessible Parcel.

“Initial Takedown” means the purchase of one or more Private Development Parcels at Financial Close.

“Initial Takedown Parcel” means the Future Private Development Parcels to be purchased in the Initial Takedown as identified in the Proposal Development Plan.

“Initial Takedown Payment” means the payment to be made by or on behalf of the Lead Real Estate Developer to the Developer at Financial Close in respect of the Initial Takedown in accordance with Section 3.2.i of Schedule 1 and Schedule 14 in the amount of $[to insert amount reflected in the Bid Financial Model and the Financial Proposal].

“Initial Takedown Purchase and Sale Terms” means:

a. at the City’s discretion, exercised by notice to the Developer no later than [ ] Working Days prior to the anticipated Financial Close, either:
   i. a Purchase and Sale Agreement with respect to the Initial Takedown; or
   ii. those conditions set out in Sections [e.g. 5.a. (re. Inspection/Survey), 7.a. (Title Review), 8.a. (Closing Pre-Conditions), 11 (Closing)] of the Form of Purchase and Sale Agreement contained in Annex B of Schedule 14, which upon such notice shall be deemed incorporated by reference with respect to the Initial Takedown Parcel; and

b. [ ]

“Initial Warning Notice” means a notice from the City to Developer if there is a breach of this Agreement by Developer that has continued for more than 30 consecutive Calendar Days or occurred three or more times in any six consecutive month period.

“Insolvent” means a Person in respect of which any of the following have occurred and are continuing:

a. any of:
   i. the commencement of a voluntary case under Federal bankruptcy law;
   ii. the filing of a petition seeking to take advantage of any other law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts;
   iii. the application for or the consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign;

20 Note to Proposers: To be updated in a subsequent Addendum; to include assumption of essential Developer obligations by the Lead Real Estate Developer (e.g. ongoing remediation work).
iv. the admission in writing of its inability to pay its debts as they become due;

v. the making of a general assignment for the benefit of creditors; or

vi. the taking of any corporate (or equivalent) action for the purpose of authorizing any of the foregoing; or

b. the commencement of a case or other proceeding against such Person in any court of competent jurisdiction seeking:

i. relief under Federal bankruptcy law or under any other law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts; or

ii. the appointment of a trustee, receiver, custodian, liquidator or the like for such Person or for all or any substantial part of their respective assets, domestic or foreign,

and with respect to i. or ii.:

iii. the petition that commenced such case or proceeding is not contested by such Person within the amount of time provided under Law; or

iv. either: (I) such case or proceeding continues without dismissal or stay for a period of 60 Calendar Days; or (II) an order granting the relief requested in such case or proceeding (including, an order for relief under such federal bankruptcy law) is entered and not appealed to the extent that the order for relief is stayed.

“Inspecting Party” means the City or any of its representatives or designees that may inspect any of the Project Records pursuant to Section 16.1.3.

“Insurance Adjustment Date” has the meaning given to it in Schedule 7.

“Insurance Claim Proceeds” means all proceeds from insurance payable to the Developer under any Available Insurance coverage, or that should otherwise be collectible by the Developer from that portion of the Available Insurance, in any such case on or after the Termination Date.

“Insurance Payment” has the meaning given to it in Schedule 7.

“Insurance Payment Adjustment Procedure” has the meaning given to it in Schedule 7.

“Insurance Policy” has the meaning given to it in Schedule 7.
“Intellectual Property” means all current and future legal and/or equitable rights and interests in or to know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and internet domain names, inventions, solutions embodied in technology, and other intellectual activity and applications of or for any of the foregoing subsisting in or relating to the Project or Project design data including:

a. algorithms, software, source code, and source code documentation used in connection with the Project; and

b. the Financial Model.

“Intellectual Property Escrow” has the meaning given to it in Schedule 34.3.b.

“IT” means information technology.

“ITP” has the meaning given to it in the Recitals of the Agreement.

“Joint Technical Review” means the review carried out jointly by the City and Developer pursuant to Schedule 17.

“Key Financial Events” means any of the following:

a. on any Calendar Day in any applicable Rate Protection Period the cumulative effect of fluctuations in applicable Base Interest Rates during the applicable Base Protection Period would result in an increase to the Capital Availability Payment in an amount that would result in an upward adjustment to the Capital Availability Payment of more than 10% as determined pursuant to Section 4 of Schedule 1 assuming, for such purposes, that such adjustment were to be made on such day;

b. the City concludes, in its reasonable opinion, that either of the foregoing event referred to in paragraph a. of this definition is likely to occur on the Financial Close Date;

c. the issuance of any temporary restraining order, preliminary or permanent injunction or other form of interlocutory relief by a court of competent jurisdiction that prohibits the prosecution of a material part of the Work, which order, injunction or other relief remains in effect on the Financial Close Deadline; or

d. the City, in its reasonable discretion, notifies the Developer that there is an unacceptable risk that any lawsuit filed in a court of competent jurisdiction could result in a Termination by Court Ruling,

in each case unless and to the extent such event arises as a result of any Developer Fault Event.
“Key Personnel” means the individuals identified in Schedule 31 as “Key Personnel” to fill the various job positions set out in that Schedule, and any permitted replacement personnel filling such jobs from time to time.

“Key Ratios” means:

a. the “Total Debt Service Coverage Ratio” or any equivalent ratio calculated with respect to Project Debt; and

b. any other ratios or covenants required by Lenders, in each case to the extent such are reflected in the Financing Documents consistent with the Project Debt term sheet including in the Financial Proposal.

“Key Reservations” means reservations with Non-Developer Event priority for specified Facilities on specified dates, up to the maximum number of reservations described in Schedule 18.

“Law” means:

a. any federal, State, or local:

i. constitutional provision;

ii. statute, law (including common law), code, regulation, ordinance, or rule;

iii. binding judgment, judicial or administrative order, or decree (other than one rendered pursuant to the Dispute Resolution Procedure);

iv. written directive, regulations, guideline, policy requirement, methodology, or other governmental restriction or requirement (including those resulting from an initiative or referendum process, but excluding those by the City within the scope of its administration of this Agreement); and

v. similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Authority, including:

i. the City Charter;

ii. the ordinances, executive orders, rules, and regulations of the City and County of Denver; and

vi. any Public Safety Order,

in each case that is applicable to or has an impact on the Project or the Work (where such applicability or impact shall be determined by reference to the context in which the term Law is used), whether taking effect before or after the Effective Date, including Environmental Laws, but excluding Permits.
“Lead Contractor” means the design and construction contractor engaged by Developer under the D&C Subcontract.

“Lead Facilities Operator” means the Subcontractor engaged by Developer under the O&M Subcontract, provided that, if and to the extent of any self-performance of the O&M Work by Developer, references to such term shall be construed either as references to Developer, or as inapplicable, as the context may require.

“Lead Real Estate Developer” means the Subcontractor engaged by Developer under the Lead Real Estate Development Subcontract.

“Lead Real Estate Development Subcontract” means the contract for the performance of the Private Development Requirements entered into between Developer and the Lead Real Estate Developer.

“LED” means light emitting diode.

“Legacy Building” has the meaning given to it in Part 2 of Annex B.

“Lender” means any Person that provides or holds and is owed repayment of Project Debt, together with their respective successors, assigns, participating parties, trustees and agents, including any Collateral Agent.

“Lenders Direct Agreement” means the agreement in substantially the form attached in Schedule 22, Section 1 by and among the City, Developer, and the Debt Provider (or if there is more than one Debt Provider, the Collateral Agent on behalf of the Lenders).

“Lenders’ Liabilities” means, as of the Termination Date, the aggregate of (without double-counting):

a. all:
   i. principal;
   ii. interest accrued or payable with respect to Project Debt through the Termination Date (but, with respect to default interest, only to the extent that it arose as a result of the City making any payment later than the date that it was due under this Agreement);
   iii. customary and reasonable commitment fees, agent, and trustee fees with respect to Project Debt; and
   iv. customary and reasonable issuance and commitment fees with respect to a letter of credit supporting any Committed Investment,
   v. owing or outstanding to the Lenders by Developer under or pursuant to the Financing Documents on the Termination Date; plus

b. any Breakage Costs payable by Developer that arise as a result of the early termination of this Agreement on the Termination Date; minus
c. any Breakage Costs payable or credited to Developer that arise as a result of the early termination of this Agreement on the Termination Date,

provided that, with respect to the period from the Termination Date to and including the date of payment by the City of the undisputed portion of the Termination Amount:

d. any net payments or net receipts under any interest rate or inflation rate hedging agreement or other derivative facility that is in effect on the Termination Date but not terminated until such date of payment; and

e. other than with respect to any termination as a consequence of a Developer Default, any amount of interest that falls within paragraph a.ii. of this definition, that shall accrue during such period,

shall also be taken into account in the calculation of the Lenders' Liabilities.

“License End Date” means with respect to each [part of the Site] the date indicated as such in Schedule 13 or, as applicable with respect to any Future Private Development Parcel, the date of the Takedown.

“License Start Date” means with respect to each [part of the Site] the date indicated as such in Schedule 13.

“LID” means Low Impact Development as defined by the EPA.

“Life Safety Systems” means all systems related to ensuring life safety in all circumstances within the building including during events preparation, event deliverer and all maintenance activities.

“Light O&M Services” has the meaning given to it in Section 1.3.1.e. of Schedule 17.

“Livestock Arena” has the meaning given to it in Annex B.

“Livestock Center” has the meaning given to it in Annex B.

“Livestock Exchange Building” has the meaning given to it in Annex B.

“Livestock Hall” has the meaning given to it in Annex B.

“Logged Permanent Cure Time” means the time when Developer has effected, and recorded through the O&M Customer Services Center, a Permanent Cure for a D&C Noncompliance Failure, an Availability Failure, a Performance Failure or an O&M Noncompliance Failure, as applicable.

“Logged Temporary Cure Time” means, in respect of a Performance Failure, the time when Developer has effected a Temporary Cure, and recorded the Temporary Cure through the O&M Customer Services Center.
“Longstop Date” means the date that occurs [ ] Calendar Days after the Baseline Substantial Completion Date (as the Baseline Substantial Completion Date may be extended from time to time), as such Longstop Date may be extended from time to time pursuant to:

a. the occurrence of a Supervening Event; or
b. a Change documented in a Change Order.

“Loss” means any loss, damage, cost, expense, charge, fee, injury, liability, obligation, judgment, penalty, or fine, in each case including attorneys’, accountants’, and expert witnesses’ fees and expenses (including those incurred in connection with the enforcement of any indemnity or other provision of this Agreement).

“M&O Authority Portion” has the meaning given to it in Part 2 of Annex B.

“M&O Buildings” has the meaning given to it in Part 2 of Annex B.

“M&O Developer Portion” has the meaning given to it in Part 2 of Annex B.

“M&O Grounds” has the meaning given to it in Part 2 of Annex B.

“Maintenance Rectification Costs” means:

a. all Losses that the City determines that it is reasonably likely to incur as a direct result of the termination of this Agreement after the Substantial Completion Date, including (without double-counting):

i. those costs (internal and external) that the City reasonably and properly projects that it shall incur in carrying out any process to request bids from any parties interested in entering into one or more contracts with the City to conduct all remaining Work, including all costs related to the preparation of bid documentation, evaluation of bids and negotiation and execution of relevant contracts; plus

ii. those costs (internal and external) that the City reasonably and properly projects that it shall incur in relation to:

A. remediation or, if remediation is not possible or would cost more than renewal, renewal of any nonconforming Work and Defects performed by Developer; and

B. rectification or cure of any breach of this Agreement by the Developer; plus

iii. those costs (internal and external) that the City reasonably and properly projects that it shall incur through the remainder of the Term in order to perform
the Work in accordance with the terms of this Agreement, but only to the extent such projected costs exceed the costs assumed in the Financial Model if the Work had been performed by the Developer; minus

b. any Handback Reserve Proceeds.

“Major Event” means the Stock Show, All Star Rodeo or the Denver County Fair and their load in / load out dates. Major Events are a subcategory of Non-Developer Events.

“Major Event Early O&M Availability Payment” means:

a. with respect to Early O&M Phase 1 (as indicated in the Early O&M Phase Plan), \[insert relevant Bid Early Operating MAP – Major Events from the Financial Proposal];

b. with respect to Early O&M Phase 2 (as indicated in the Early O&M Phase Plan), \[insert relevant Bid Early Operating MAP – Major Events from the Financial Proposal]; and

c. with respect to Early O&M Phase 3 (as indicated in the Early O&M Phase Plan), \[insert relevant Bid Early Operating MAP – Major Events from the Financial Proposal].

“Major Event O&M Availability Payment” or “APOm” means \[insert Bid Operating MAP – Major Events from the Financial Proposal].

“Mann Building” has the meaning given to it in Part 2 of Annex B.

“MAP” or “Maximum Availability Payment” means the “Maximum Availability Payment” as calculated pursuant to Section 2.1 of Schedule 5.

“Master Calendar” has the meaning given to it in Part A, Section 3 of Schedule 18.

“Master Plan” has the meaning given to it in the Recitals.

“Mayor” means the Mayor of the City.

“Merchandise Revenues” means revenues generated from the sale of apparel, souvenirs, and any other consumer item at an Event, excluding Concession Revenues.

“Merchandise Transaction” means any transaction including the sale of apparel, souvenirs, and any other consumer item to a customer at an Event, excluding Concession Transactions.

“Metro District” has the meaning given to it in Appendix B of Schedule 23.

“Mill Levy” has the meaning given to it in Appendix B of Schedule 23.

“Minimum O&M Services Standards” means the standards set out in Annex 17-A of Schedule 17.
"Mission and Vision" has the meaning given to it in Part A, Section 1.1 of Schedule 18, as such may be updated from time to time by the Authority including pursuant to Part A, Section 1.1.b of Schedule 18.

"Mission and Vision Overlay" means an activity undertaken by the Authority during an Event which is designed to promote the Mission and Vision.

"Monthly Deductions" mean the D&C Deductions, O&M Deductions, and the Excess Deduction Amount in respect of Month (m) as calculated in accordance with Section 3.1. of Schedule 5.

"Monthly O&M Report" means the report required pursuant to and in accordance with the requirements of Schedule 17.

"Monthly Payment" or "MP" means the “Monthly Payment” as calculated pursuant to Section 2.2 of Schedule 5.

"Monthly Revenue Report" means the report required pursuant to Part B, Section 4 of Schedule 18.

"Monthly Revenue Report” means the report required pursuant to Part B, Section 5 of Schedule 18.

"Monthly Site Inspection Report” means the report required pursuant to Schedule 17.

"National Western Stock Show” has the meaning given to it in the Recitals.

"New Arena” has the meaning given to it in Annex B.

"NFPA” means the National Fire Protection Association.

"No Better and No Worse” has the meaning given to it in Section 26.2.

"Noncompliance Points” means D&C Noncompliance Points and O&M Noncompliance Points.

"Nonconforming Work” means Work performed by Developer that does not meet the requirements of this Agreement.

"Non-Developer Campus Area” has the meaning given to it in in the definition of Site in Part 1 of Annex B.

"Non-Developer Event” means an Event booked by an Event Holder through a Non-Developer Booking Agreement or any Exempt Event.

"Non-Developer Event Booking Agreement” means an agreement with respect to an Approved Event which is a Non-Developer Event entered into in accordance with Section 4.3 of Schedule 18.
“Non-Developer Event Booking Request Form” has the meaning given to it in Part A, Section 4.1 of Schedule 18.

“Non-Developer Event Revenues” means those fees, charges and other amounts collected by the Developer in respect of Non-Developer Event Revenues as set out in Part B, Section 1.1.b.ii.A. of Schedule 18.

“Notifiable Refinancing” means any Refinancing that is not a Qualifying Refinancing.

“NTP1” means the notice that constitutes “NTP1” in accordance with Section 5.4 and Schedule 3.

“NTP1 Conditions” has the meaning given to it in Section 1 of Schedule 3.

“NTP1 Work” means:
  a. the design Work;
  b. preparatory Work necessary to develop the Submittals required to be submitted by Developer to satisfy the NTP2 conditions; and
  c. [other activities under consideration to be added in a subsequent Addendum].

“NTP2” means the notice that constitutes “NTP2” in accordance with Section 5.4 and Schedule 3.

“NTP2 Conditions” has the meaning given to it in Section 2 of Schedule 3.

“NTP3” means the notice that constitutes “NTP3” in accordance with Section 5.4 and Schedule 3.

“NTP3 Conditions” has the meaning given to it in Section 3 of Schedule 3.

“NWC Campus” has the meaning given to it in Annex B.

“NWC Campus Activity” means [reference to Campus Partner and associated activities to be added in a subsequent Addendum] on the NWC Campus.

“NWC Phases 1 & 2” has the meaning given to it in the Recitals.

“NWC Site Maps” means the maps provided in Reference Documents [15.00.006.02 through 15.00.014.02, and 17.00.004.01].

“O&M Customer Services Center” means the center established, operated and maintained by Developer pursuant to Schedule 17.

“O&M Deduction Termination Threshold” has the meaning set out in Section 11.4 of Schedule 5.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“O&amp;M Deductions”</td>
<td>means the “Early O&amp;M Period Deductions” calculated in accordance with Section 3.3 of Schedule 5.</td>
</tr>
<tr>
<td>“O&amp;M Increased Oversight Threshold”</td>
<td>has the meaning set forth in Section 11.2 of Schedule 5.</td>
</tr>
<tr>
<td>“O&amp;M Limits”</td>
<td>means the [Site excluding the Phases 1 &amp; 2 Retained Facilities].</td>
</tr>
<tr>
<td>“O&amp;M Management Plans”</td>
<td>means the plans required pursuant to Section 2.5 of Schedule 17.</td>
</tr>
<tr>
<td>“O&amp;M Mobilization Plans”</td>
<td>means, the plans setting out the Developer’s strategy for mobilization with respect to the O&amp;M Work, required pursuant to Schedule 17.</td>
</tr>
<tr>
<td>“O&amp;M Noncompliance Deductions”</td>
<td>means the deductions from the Availability Payment as calculated in accordance with Section 6 of Schedule 5.</td>
</tr>
<tr>
<td>“O&amp;M Noncompliance Failure”</td>
<td>means a circumstance where the Developer fails to perform the O&amp;M Work in accordance with the O&amp;M Noncompliance Standards.</td>
</tr>
<tr>
<td>“O&amp;M Noncompliance Point Rate”</td>
<td>means the “O&amp;M Noncompliance Point Rate” specified in dollars in Section 7.1 of Schedule 5.</td>
</tr>
<tr>
<td>“O&amp;M Noncompliance Points”</td>
<td>means the points accrued by the Developer in respect of the occurrence of an O&amp;M Noncompliance Failure in accordance with Section 7 of Schedule 5.</td>
</tr>
<tr>
<td>“O&amp;M Noncompliance Points Threshold”</td>
<td>means [ ] O&amp;M Noncompliance Points for a Month, such amount to reset each Month.</td>
</tr>
<tr>
<td>“O&amp;M Period”</td>
<td>means the period beginning on the Calendar Day after the last day of the D&amp;C Period, which is the Substantial Completion Date, and ending on the on the earlier of the Expiry Date and the Termination Date.</td>
</tr>
<tr>
<td>“O&amp;M Quality Management Plan (O&amp;M QMP)”</td>
<td>has the meaning given to it in Schedule 10.</td>
</tr>
</tbody>
</table>
“O&M Safety Plan” means the document setting out Developer’s strategy and approach to safety during the O&M Period, required pursuant to Schedule 17.

“O&M Services” means those services listed in Table 17-1 of Schedule 17 and further described in Sections 3, 4, 5, and 7 of Schedule 17.

“O&M Services Plans and Manuals” means the service plans and manuals required pursuant to Schedule 17.

“O&M Standards” means:

a. any standards and specifications expressly referenced in this Agreement, including Schedule 15B, as applicable to the O&M Work (excluding, for certainty, any Laws, or Permits); and

b. any standards and specifications that apply to the O&M Work (excluding, for certainty, any Laws, or Permits), including as a result of Developer’s methods of performing the O&M Work, each in the form published or otherwise in effect as of the Setting Date and as modified by the express terms of this Agreement.

“O&M Subcontract” means the contract for the performance of the O&M Work [excluding] the Early O&M Work entered into between Developer and the Lead Facilities Operator in compliance with this Agreement, provided that, if and to the extent of any self-performance of the O&M Work by Developer, references to such term shall be construed either as references to this Agreement, or as inapplicable, as the context may require.

“O&M Work” means any and all operations, management, administration, maintenance, programming, outfitting, design, installation, compliance, permitting, support services, compliance, permitting, support services, repair, preservation, modification, reconstruction, rehabilitation, restoration, renewal and replacement work and activities, including Routine Maintenance, Renewal Work, and Work undertaken pursuant to the Handback Requirements, in each case required to be carried out by the Developer to comply with all requirements and limitations set out in Schedules 17 and 18 and any other provisions of this Agreement applicable to the performance of the O&M Work during the Early O&M Period or the O&M Period, as applicable, including, for certainty, the limitation of programming to Programmable Areas pursuant to [reference to be added in a subsequent Addendum].

“O&M Work During Construction” means any and all O&M Work required to be performed by Developer during the O&M Period During Construction pursuant to Sections 5 and 7 and other provisions of Schedule 17.

“Occupancy Readiness” means with respect to a Triangle Public Facility, the satisfaction of the Occupancy Readiness Conditions in accordance with the procedures and within the time frame established in Schedule 4.

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21 Note to Draft: Subject to adjustment depending on the Preferred Proposer’s approach.
Project Agreement

"Occupancy Readiness Conditions" has the meaning given to it in Section 1.1. of Schedule 4.

"Occupancy Readiness Punch List" has the meaning given to it in Section 1.1.n. of Schedule 4.

"Ongoing Support Services" has the meaning given to it in Section 31.4.b.

"Ongoing Support Services Agreement" has the meaning given to it in Section 31.4.c.

"Optional O&M Services" means the “Optional O&M Services” set out in Table 17-3 of Schedule 17.

"Organizational Conflict of Interest” means an organizational conflict of interest as described in 2 C.C.R. 601-15 Sec. 7 or as defined under 23 CFR § 636.116, where for purposes of 23 CFR § 636.116:

a. the “person” referred to in that definition was a Core Proposer Team Member or a contractor, subcontractor, advisor, consultant, or subconsultant to the Preferred Proposer or any Core Proposer Team Member; and

b. the “owner” referred to in that definition is each the City.

“Other Amounts” means the sum calculated in accordance with Section 1.2 of Schedule 5.

“Other Event O&M Availability Payment” or “APOe” means $[insert Bid Operating MAP – Non-Developer Events the Financial Proposal].

“Other Personnel” means the individuals identified as “Other Personnel” in Schedule 31 to fill the various job positions set out in that Schedule, and any replacement personnel filling such jobs from time to time.

“Parcel” means any Facility (as applicable) and exterior property of such Triangle Public Element or Phases 1 & 2 Incorporated Element as depicted on the NWC Site Maps, where “(Parcel)” may be added to follow a term referring to a structure or area to specify that the reference in such instance is to the relevant Parcel and not only the Facility.

“Parties” means, collectively, the City and Developer, and “Party” means either the City or Developer.

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Note to Proposers: The City intends to utilize the terms “Parcel” and “Facility” through the Agreement to clarify references to elements that include both a structure and an area around such structure; revisions to be made in a subsequent Addendum utilizing this approach.

City and County of Denver
National Western Center Triangle Project

Addendum #2
March 5, 2020

Annex C-46
“Ped Bridge Landing” has the meaning given to it in Annex B.

“Pedestrian Bridge” has the meaning given to it in Annex B.

“Performance and Measurement Table” means the performance and measurement tables set out in Schedule 4 for, respectively, the O&M Period During Construction and the Operating Period (as the same may be updated from time to time in accordance with Schedule 17).

“Performance Deduction” means a financial deduction from the Availability Payment resulting from a Performance Failure, as calculated in accordance with Section 6.2 of Schedule 5.

“Performance Failure” means a failure to provide the [O&M Services] in accordance with the Performance Standards, except to the extent any such failure is caused by Permitted Planned Maintenance.

“Performance Failure Deduction Amount” means, with respect to a Performance Failure in an Area, the applicable deduction amount per Deduction Period as set forth in column 3 of Annex 5 of Schedule 5 and escalated in accordance with Section 2.6 of Schedule 5.

“Performance Standards” means the performance standards applicable to the [O&M Services], as set forth in Annex 5 to Schedule 5.

“Permanent Cure Period” means the period of time set out in Annex 2, Annex 4, Annex 5 or Annex 6 of Schedule 5 in respect of D&C Noncompliance Standards, Performance Standards, O&M Noncompliance Standards or Availability Failure Deduction Amounts, respectively, commencing with the conclusion of the Grace Period or Temporary Cure Period, as applicable, during which the Developer must effect a Permanent Cure to avoid additional Noncompliance Points or Deductions as applicable.

“Permits” means any consent, agreement, permit, clearance, authorization, approval, certification, notification, ruling, exemptions, variance, registration, filing, decision, order, license, right-of-way agreement, concession, grant, registration, franchise or qualification required or advisable under the applicable circumstances to be issued by, granted by, or made with any Governmental Authority, Utility Owner, or Railroad in connection with the Work or the performance of any of the Developer’s obligations under this Agreement.

“Permitted Equity Transfer” means an Equity Transfer arising as a direct result of:

a. a bona fide open market transaction in securities effected on a recognized public stock exchange, excluding such transactions involving an initial public offering of Developer (whether through a direct offering or an offering of an intermediate holding company);

b. a bona fide crowdfunding transaction in securities issued pursuant to an exemption from registration in compliance with the JOBS Act of 2012 or any equivalent or successor Law provided that:
i. no Change of Control occurs as a result of such transaction; and  
ii. the City has provided its prior consent to such transaction, such consent not to be unreasonably withheld;  

The grant or enforcement of security over the membership interests in Developer to Lenders pursuant to the Financing Documents exclusively for purposes of securing the Project Debt, subject to the terms and conditions contained in this Agreement;  

A transfer of interest between:  
i. managed funds that are under common ownership or control; or  
ii. the general partner or the manager (or the parent company of such general partner or manager) and any managed funds under common ownership or control with such general partner or manager (or parent company of such general partner or manager),  

provided that the relevant funds and the general partner or manager of such funds (or the parent company of such general partner or manager) have been approved by the City in writing prior to the Effective Date;  

e. a reorganization or transfer of interests within a group of Persons under common Control of direct or indirect ownership interests in any Person or of any intermediate entity in the chain of ownership of such Person so long as there is no substantive change in the entity or group of entities that ultimately have (individual or collective) Control of such Persons; or  

f. a donation of legal, beneficial or equitable ownership interests in a Person to an independent non-profit organization registered with the State and exempt from taxation under Section 501(c)(3) of the Internal Revenue Code provided that:  
i. no Change of Control occurs as a result of such a transaction; and  
i. the City has provided its prior consent to such transaction, such consent not to be unreasonably withheld.

“Permitted Property Restriction” means:  
a. any Property Restriction expressly permitted by Section 25;  
b. any Property Restriction for taxes, assessments, or governmental charges or levies not yet due and payable, or any Property Restriction for taxes, assessments, or governmental charges or levies being contested in good faith and by
appropriate proceedings for which adequate reserves have been established in accordance with GAAP; and

  c. sublicenses expressly permitted under the terms of this Agreement; and

  d. with respect to any Future Private Development Parcel, the Developer’s Private Development Rights with respect to the same.

“Persistent Breach” has the meaning given to it in Section 20.b.v.

“Person” means any of a natural person, a corporation, a limited liability company, a trust, a partnership, a limited liability partnership, a joint stock company, a consortium, a joint venture, an unincorporated association, or any other entity recognized as having legal personality under the laws of the State, in each case as the context may require.

“Persons with Access Rights” has the meaning given to it in Section 4.2.a.

“Phases 1 & 2” has the meaning given to it in Annex B.

“Phases 1 & 2 Common Areas” has the meaning given to it in Annex B.

“Phases 1 & 2 Incorporated Elements” has the meaning given to it in Annex B.

“Phases 1 & 2 Parking Structure” has the meaning given to it in Annex B.

“Phases 1 & 2 Plaza” has the meaning given to it in Part 2 of Annex B.

“Phases 1 & 2 Public Streets” has the meaning given to it in Annex B.

“Phases 1 & 2 Retained Elements” has the meaning given to it in Annex B.

“Planned Event Day Change” means an increase or decrease in the number of Days required for Non-Developer Events in a given [Calendar Year] as calculated in accordance with Section 10.2 or Schedule 5.

“Planned Maintenance” means [O&M Work] that [has been properly scheduled and executed] in accordance with Schedule 17.

“Planned Maintenance Schedule” means a schedule, prepared annually and updated by Developer and approved by the City, showing the times during which Planned Maintenance shall be
performed and the Area(s) in which such Planned Maintenance shall be performed.

“Plans” [to be provided in a subsequent Addendum].

“Pond D” has the meaning given to it in Annex B.

“Pond H” has the meaning given to it in Annex B.

“Possession” means, in relation to any part of the Site, including any Facility, not owned in fee by Developer, but that Developer has the right to access and pursuant to the Project License, such right to access is in accordance with the terms of this Agreement, subject to:

a. rights, including statutory or public franchise rights, of Governmental Authorities, Utility Owners, Railroads, and third parties, including:
   i. as contemplated by the Third Party Agreements; and
   ii. as such access and use may be permitted and regulated by the City or any Campus Partner;

b. rights, including rights of access, granted to the City and Each Campus Partner and each of their employees, agents, consultants, and subcontractors and to other Persons under this Agreement;

c. restrictions on access and/or use applicable to any such part of the Site set out in:
   i. easement deeds, right of entry permits, and/or any Permit; or
   ii. any title commitments or maps as set out in the Reference Documents; or

d. any other easements, zoning restrictions, regulations, rights of way, and similar restrictions on real property imposed by Law, any Permit;

e. any other restrictions or qualifications set out in Schedule 13; or

f. any other express restrictions or qualifications set out in this Agreement,

[provided that, for certainty, the foregoing qualifications and restrictions shall not limit any obligation of the City to address the same with respect to a Private Development Parcel pursuant to the express terms of any Schedule 14 and/or any Purchase and Sale Agreement].

“Post-Event Report” means the report required pursuant to Part A, Section 7 of Schedule 18.

“Preferred Proposer” has the meaning given to it in the Recitals.

“Preventative Maintenance” means O&M Work that is carried out in order to prevent degradation of Facilities or Elements.
“Preventative Maintenance Plan” means the plan required as part of the O&M Period O&M Management Plan outlining the planning and approach to Preventative Maintenance.

“Principal Subcontract” means:

a. the D&C Subcontract;
b. the O&M Subcontract;
c. the Lead Real Estate Development Subcontract; and
d. any other Subcontract between Developer and another Subcontractor that individually, or in aggregate with all other Subcontracts between the Developer and such Subcontractor, has a value as determined by the City (acting reasonably) in excess of:

i. 10% of the D&C Work in aggregate;

ii. 30% of all Private Development work in any given Contract Year or 40% of the Private Development work with respect to any Private Development Parcel in any given Contract Year; and

iii. 40% of the Early O&M Work or O&M Work in any given Contract Year or 15% of the O&M Work in any given consecutive five Contract Year period.

“Principal Subcontractor” means any party, other than Developer, to a Principal Subcontract, including the Lead Contractor, the Lead Facilities Operator, and the Lead Real Estate Developer.

“Principal Subcontractor Direct Agreement” means any agreement in, as applicable with respect to the relevant Principal Subcontractor, substantially the form attached as Sections 2, 3, and 4 of Schedule 22, among the Developer, the City, and a Principal Subcontractor.

“Privacy Records” means employee, patron, tenant, or user data generated by, or accumulated or collected in connection with, conducting the Work or Private Development employing individuals, providing access and use of NWC Campus facilities and areas to individuals, and generating and collecting fees and revenues, including lists, identification numbers, contact information, account information and billing records, biometric or fingerprint recognition data, and other individual specific information, system performance statistics, and real time information, which:

a. may consist of or include information that identifies an individual who is an employee, patron, tenant, or User of, or visitor to, the NWC Campus, including names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, vehicle registration information, medical data, facial, biometric, or fingerprint recognition data, law enforcement records, source or object code, security data, or other information that relates to any of these types of information; and
b. is exempt from disclosure to the public or other unauthorized persons under Law, including CORA.

“Private Development” means any and all administrative, design, installation, compliance, permitting, support services, utility work, construction related obligations, operations, management, maintenance, programming, repair, preservation, modification, reconstruction, rehabilitation, restoration, renewal and replacement work and activities, and all other tasks to be performed by the Developer, including acting through the Lead Real Estate Developer, in the Private Development Area through the exercise of the Private Development Rights in accordance with and as contemplated in Schedule 14 and the Development Plan.

“Private Development Area” has the meaning given to it in Part 1 of Annex B.

“Private Development Debt” means bona fide indebtedness (including subordinated indebtedness) for or in respect of funds borrowed or incurred (including bona fide indebtedness with respect to any financial insurance issued for funds borrowed) or for the value of goods or services rendered or received, which indebtedness:

a. is incurred or secured by the Lead Real Estate Developer;

b. includes proceeds which are or could be expended on Private Development;

c. which is secured in whole or in part by any and all of Developer’s rights, title and interests in, to, under or derived from:

i. any Private Development Parcel and/or any facility, building, structure, improvement, or fixture, located thereon, or any Private Development Rights with respect to such parcel; and/or

ii. any Private Development Revenues,

and where such Private Development Debt includes capitalized interest, accrued interest, customary and reasonable lender, financial insurer, agent and trustee fees, costs, expenses and premiums with respect thereto, payment obligations under interest rate and inflation rate hedging agreements or other derivative facilities with respect thereto, reimbursement obligations with respect thereto, lease financing obligations, and Breakage Costs.

“Private Development Milestone” means those acres of Future Private Development Parcels which are required to have been purchased by the Developer by the applicable Private Development Milestone Deadline as specified in Section 7.1 of Schedule 14.

“Private Development Milestone Deadline” means, with respect to any Private Development Milestone, the deadline specified in the table in Section 7.1.f. of Schedule 14, as such deadline may be extended from time to time:

a. pursuant to Sections 7.2.c, 7.3.c, and 7.4 of Schedule 14;

b. pursuant to a Change documented in a Change Order; and
c. only with respect to the first scheduled Private Development Milestone Deadline after the occurrence of the Initial Takedown and Financial Close, due to a delay in the Project License Start Date for the Coliseum or the Coliseum Parking Lots which delay constitutes the occurrence of a Compensation Event under clause (2)(b) of the definition thereof.

“Private Development Parcel” has the meaning given to it in Part 1 of Annex B.

“Private Development Revenues” means any and all sources of revenues derived from Private Development in the Private Development Area subject only to compliance with and any express restrictions that apply as a result of Section 5.1.2.

“Private Development Rights” means the right of the Developer and, through it the Lead Real Estate Developer, to acquire in fee the Future Private Development Parcels and undertake Private Development on the Private Development Parcels, in each case subject to the terms and conditions of Law, any Permits, this Agreement including Schedule 9 and the Development Plan.

“Private Development Subcontract” means any subcontract entered into by the Lead Real Estate Developer or another Principal Subcontractor for work solely to be performed on and/or in relation to a Private Development Parcel on or after the Takedown of such parcel.

“Private Development Subcontractors” means any subcontractor of any tier of a Private Development Subcontract other than the Lead Real Estate Developer or any other entity which is a Principal Subcontractor.

“Private Event” means an Event which shall not be generally open to the public.

“Private Utilities” means any Utilities that are not Public Utilities.

“Private Utility Owners” means the owner of a Private Utility.

“Programmable Areas” means each of the following as depicted in [reference to map to be provided in a subsequent Addendum]:

a. New Arena;
b. Expo Hall;
c. Triangle Common Areas;
d. Livestock Center;
e. Stockyards North;
f. Stockyards South;
g. Equestrian Center;
h. Stockyards Events Center;
“Programming Prioritization Criteria” means the criteria to be applied by the Event Co-Ordination Committee in accordance with Section 7.2.5.

“Prohibited Act” means, regardless of whether or not it is a criminal offence pursuant to Law:

a. offering, giving, or agreeing to give any bribe, gift, or consideration of any kind as an inducement, commission or reward to any Governmental Authority (including the City) or any public official, civil servant, officer, director, agent, or employee of any such Governmental Authority:

   i. for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other related contract with the City or any other Governmental Authority;

   ii. for showing or not showing favor or disfavor to any Person in relation to this Agreement or any other related contract with the City or any other Governmental Authority; or

b. defrauding or attempting or conspiring to defraud the City or any division, subdivision, or agency of the City

“Project” has the meaning given to it in the Recitals.

“Project Agreement” means the Agreement including all Schedules and Exhibits.

“Project Agreement Amendment” means an amendment to this Agreement to become effective on the Financial Close Date, which shall reflect any adjustments or amendments that have been accepted or agreed, as applicable, by the City and Developer pursuant to Section 4 of Schedule 1, including:

a. updating of the Capital Availability Payment with the Financial Close Capital Availability Payment;

b. the Base Equity IRR calculated pursuant to Section 4.4 of Schedule 1;

c. the replacement of the Base Financial Model attached hereto with a copy of the Financial Model Accepted by the City pursuant to Section 3.2.h.i of Schedule 1; and

d. amendments to the definition of “Baseline Substantial Completion Target Date” in each case to reflect, on a day for day basis, any delay in achieving Financial Close relative to [bid assumption to be included in a subsequent Addendum].

“Project Debt” means bona fide indebtedness (including subordinated indebtedness) under the Financing Agreements for or in respect of funds borrowed or incurred (including bona fide indebtedness with respect to any financial insurance issued for funds...
borrowed) or for the value of goods or services rendered or received, the repayment of which has specified payment dates and, in any such case, is secured by one or more Security Documents, where such Project Debt includes capitalized interest, accrued interest, customary and reasonable lender, financial insurer, agent and trustee fees, costs, expenses and premiums with respect thereto, payment obligations under interest rate and inflation rate hedging agreements or other derivative facilities with respect thereto, reimbursement obligations with respect thereto, lease financing obligations, and Breakage Costs, but in all cases where such Project Debt excludes:

a. Equity Member Debt;

b. any indebtedness of the Developer or any Equity Member of Developer that is secured by any interests less than the Developer’s entire interest in, and its rights and obligations under, this Agreement, such as indebtedness secured only by an assignment of economic interest in the Developer or of rights to cash flow or dividends from the Developer;

c. any increase in indebtedness to the extent resulting from an agreement or other arrangement the Developer enters into or first becomes obligated to repay after it was aware (or should have been aware, with reasonable due diligence) of the occurrence or prospective occurrence of an event of termination under the Agreement, including the Developer’s receipt of a Termination Notice and/or occurrence of an City Default of the type entitling the Developer to terminate the Agreement;

d. any such indebtedness that would otherwise be Project Debt to the extent the Collateral Agent has not notified the City of such indebtedness and the related Financing Documents in accordance with this Agreement; and

e. any Private Development Debt.

“Project Intellectual Property” means Intellectual Property created, used, applied, or reduced to practice by Developer or any other Developer-Related Entity in connection with the Project or the Work, but excluding that which is:

a. owned by the City or otherwise made available to Developer by the City pursuant to this Agreement and as a result of its performance of the Work; or

b. owned by any Person other than the City or a Developer-Related Entity.

“Project License” means a license over, under, upon and in each element of the Site (excluding, for certainty, any Private Development Area) for the sole purpose of the Developer exercising its rights and performing its obligations under this Agreement pursuant to its terms, in each case subject to the terms and conditions of Law, any Permits, and this Agreement including with respect to the timing and nature of the Developer’s rights to Possession and use of any element of the Site.
“Project License Start Date” [has the meaning given to it in Schedule 13].

“Project Records” means the full and complete records, books, documents, papers, databases, files, and other documentation of information relating to the Project the Work and Developer’s performance of its obligations under this Agreement and the Principal Subcontracts and each Subcontractor’s performance under the Subcontracts to which it is a party, including:

- as required by Law, including CORA to the extent it is applicable to Project Records in the custody of Developer-Related Entities as a matter of Law;
- pursuant to Good Industry Practice;
- pursuant to GAAP, as applicable;
- as otherwise required by the provisions of this Agreement; and
- copies of:
  - all Subcontracts; and
  - all notices, correspondence, submissions, change, purchase or work orders, or other documents and materials expressly referenced as work product in this Agreement and each Subcontract.

“Project Revenues” has the meaning given to it in Part B, Section 1.1.a. of Schedule 18.

“Project Revenues” means, together, the Developer-Retained Revenues and the City-Retained Revenues.

“Project Schedule” means, initially, the Baseline Schedule and, once acknowledged pursuant to Section 7 of Schedule 8, the then current Revised Baseline Schedule.

“Project Schedule Milestone” means each Permit approval for a particular Facility listed in Section 7.3 of Schedule 8.

“Project Schedule Milestone Completion Date” means with respect to each Project Schedule Milestone the Project Schedule Milestone Completion Target Date, as such date may be extended from time to time pursuant to the occurrence of a Supervening Event or a Change documented in a Change Order.

“Project Schedule Milestone Longstop Date” means with respect to each Project Schedule Milestone the date specified for achievement of such milestone in the Baseline Schedule.

“Project Schedule Milestone Completion Target Date” means with respect to each Project Schedule Milestone the date that occurs [ ] Calendar Days after the corresponding Project Schedule Milestone Completion Date.

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23 Note to Draft: Also pending release of Schedules 16B and 16C.
“Project Standards” means:24
   a. the D&C Standards; and
   b. the O&M Standards

“Property Restriction” means any mortgage, pledge, hypothecation, deed of trust, mortgage, security interest, lien, financing statement, charge, option, assignment, or property restriction of any kind or any arrangement to provide priority or preference, including any easement, right-of-way, restriction (whether on voting, sale, transfer, disposition, use or otherwise), right, lease, and other property restriction on title to real or personal property (whether or not of record), whether voluntary or imposed by Law (including Colorado Revised Statutes Section 38-26-105 through 38-26-110), and any agreement to give any of the foregoing.

“Proposal” means a binding proposal to be submitted by a Shortlisted Proposer in accordance with the RFP.

“Proposal Development Plan” means the final draft Development Plan submitted by the Preferred Proposer with the Developer’s Proposal pursuant to the ITP.

“Proposal Extracts” means the extracts from the Developer’s proposal submitted in response to the RFP attached as Schedule 32.

“Proposal Schedule” means the Project Schedule included in the Preferred Proposer’s response to the RFP and attached in the Proposal Extracts.

“Proposer” has the meaning given to it in the Recitals.

“Proprietary Intellectual Property” means Project Intellectual Property that is patented or copyrighted by any Developer-Related Entity (other than Developer) prior to the Effective Date, or, if not patented or copyrighted, was created prior to the Effective Date and held and managed as a trade secret or confidential, proprietary information by the relevant Developer-Related Entity, excluding any item of Project Intellectual Property that is produced for multiple purposes and is not unique to the technology that is being applied to or for the Project.

“Public Event” means an Event which shall be generally open to the public.

“Public Infrastructure” has the meaning given to it in Part 2 of Annex B.

“Public Parking” has the meaning given to it in Part 2 of Annex B.

“Public Safety Order” means a rule, order or directive from the U.S. Department of Homeland Security, the State Department of Public Safety (including the Division of Homeland Security and Emergency Management), or by any Emergency Service regarding specific security threats to the Project or the region within the State in which the

24 Note to Proposers: Inclusion of Campus Food Ethos and other unique NWC Campus and Project specific standards under consideration for inclusion in a subsequent Addendum.
Project is located or which the Project serves, to the extent such rule, order or directive:

a. requires specific changes in Developer’s normal design, construction, operation, or maintenance procedures in order to comply therewith; and

b. must be complied with by Developer (or any Principal Subcontractor in connection with performance of the Work) as a matter of Law.

“Public Street ROW” has the meaning given to it in Part 2 of Annex B.

“Public Streets” has the meaning given to it in Part 2 of Annex B.

“Public Utility” means utilities owned by:

a. Denver Water;

b. Denver Wastewater Management Division;

c. Metro Wastewater; or

d. any other Government Authority,

and, together with the Private Utilities, constitutes the Utilities.

“Punch List” a list of minor Defects or Nonconforming Work which individually, and in aggregate, shall not have any material or adverse effect on the normal, uninterrupted, and safe use and operation of the affected Element of the Project for its intended purpose.

“Purchase and Sale Agreement” means an agreement to purchase a Future Private Development Parcel from the City in the form contained in Annex B of Schedule 14.

“Qualifying Refinancing” means any Refinancing that shall give rise to a Refinancing Gain greater than zero which is not an Exempt Refinancing.

“Quality Assurance” (“QA”)/ “Quality Control” (“QC”) (together, “QA/QC”) has the meaning given to it in Section 1.1 of Schedule 10.

“Quality Control” has the meaning given to it in Section 1.1 of Schedule 10.

“Quality Management Plan” has the meaning given to it in Section 1.1 of Schedule 10.

“Quarterly Settlement Amount” or “QSA” means the “Quarterly Settlement Amount” as calculated pursuant to Section 2.3 of Schedule 5.

“Railroad” means any and all of BNSF, Denver Rock Island Railroad and RTD.
“Railroad Agreement” any railroad agreements (copies of each of which were provided in the Reference Documents) between the City and any Railroad.\textsuperscript{25}

“Rate Protected Debt” means any Project Debt to be provided:

a. through the capital markets (including through a private placement) as taxable, or notes, or tax-exempt conduit issued bonds; and/or

b. by a bank or equivalently regulated financial institution.

“Rate Protection Period” means the period from [insert time and date of “Interest Rate Submission Date” under the ITP] to and including the earliest to occur of:

a. the Financial Close Date;

b. the date at which the applicable Base Interest Rate is fixed or hedged by the Developer; and

c. such other date as is mutually agreed to by the Developer and the City.

“Rate Sheet” means the schedule of Facility Rental rates for Non-Developer Events to be provided by the City from time to time.

“Rating Agency” means each of:

a. Fitch, Inc.;

b. Moody’s Investors Service, Inc.;

c. Standard & Poor’s Ratings Services; and

d. DBRS, Inc.,

provided in each case that such entity is at the relevant time a Registered Rating Agency.

“Reasonable Efforts” means all those steps in the power of the relevant Party that can produce the desired result, being steps which a prudent, determined, and reasonable person desiring to achieve that result would take, provided that, subject to its other express obligations under this Agreement:

a. where the relevant Party is either the City or Developer, the relevant Party shall not be required to expend funds except for those:

i. reasonably incidental or ancillary to the steps to be taken by the relevant Party (including its reasonable travel expenses, correspondence costs, and general overhead expenses); or

ii. that the other Party agrees to reimburse in advance; and

\textsuperscript{25} Note to Proposers: Scope for and relevance of such agreements remains under review; updates to be provided in a subsequent Addendum.
where the relevant Party is the City, the City shall not be required to:

i. take any action to the extent uncommitted budgeted funds are unavailable to undertake such action;

ii. take any action that is contrary to this Agreement, Law, any Permit, or the public interest, or decline, refrain, or abstain from taking any action that is in the public interest, as determined by the City in its discretion;

iii. exercise or refrain from exercising any statutory or administrative law power, authority, or discretion;

iv. undertake any mitigation measure that might be available because of its status as a Governmental Authority that would not normally be available to a private commercial counterparty to an agreement such as this Agreement;

v. take a position that would not be usual and customary for the City to take in addressing similar circumstances affecting other projects (except for usual and customary arrangements that are incompatible with the Project’s contracting methodology); or

vi. refrain from concurring with a position taken by any Governmental Authority if the City believes that position to be correct.

“Reconciliation” has the meaning given to it in Section 12.7.4.b.

“Recording Frequency” means the frequency at which a Performance Standard is evaluated, being annually, semi-annually, monthly, or per occurrence.

“Reference Documents” means each of the materials, documents and data listed in Schedule 33.

“Refinancing” means:

a. any amendment, variation, novation, supplement or replacement of any Financing Document;

b. the exercise of any right, or the grant of any waiver or consent, under any Financing Document;

c. the disposition of any rights of interest in, or the creation of any right of participation with respect to, any Financing Document (other than any Equity Member Funding Agreement) or the creation or granting of any other form of benefit or interest in either a Financing Document or the contracts, revenues or assets of Developer whether by way of security or otherwise; or

d. any other arrangement put in place by Developer or another person which has the effect which is similar to any of a. to c.
above or which has the effect of limiting the Developer ability to carry out any of a. to c. above.

“Refinancing Gain” means an amount equal to the greater of zero and an amount equal to (A-B-C), where:

\[ A = \text{the net present value (using the Base Equity IRR as the discount rate) of the Distributions projected immediately prior to the Refinancing (taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made over the remaining term of this Agreement following the Refinancing;} \]

\[ B = \text{the net present value (using the Base Equity IRR as the discount rate) of the Distributions projected immediately prior to the Refinancing (but without taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made over the remaining term of this Agreement following the Refinancing; and} \]

\[ C = \text{any adjustment required to increase the Pre-Refinancing Equity IRR to the Base Equity IRR, if applicable.} \]

“Registered Rating Agency” means a nationally recognized statistical rating organization registered with the Office of Credit Rating of the U.S. Securities and Exchange Commission.

“Release” means any emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Substances from any source into or upon the Environment or any Improvement, including any of the foregoing, or any other action, that exacerbates an existing Release or condition of Hazardous Substances contamination.

“Relevant Obligation” means any obligation that the City owed to such third party pursuant to this Agreement.

“Relief Event” has the meaning given to it in Section 12.1.c.

“Renewal Availability Payment” or “APR” means \[ \text{[$insert Bid Renewal MAP from the Financial Proposal].} \]

“Renewal Work” means maintenance, repair, reconstruction, rehabilitation, restoration, renewal, or replacement of any Element or part thereof that is not normally included, in accordance with Good Industry Practice, as an annually recurring cost in maintenance and repair budgets for facilities (and associated equipment) of a similar nature and located in a similar environment to the Project.
“Renewal Work Plan” means the plan that provides a detailed approach for Renewal Work that includes maintenance, repair, reconstruction, and replacement of each applicable Element (as updated in accordance with Schedule 17).

“Renewal Work Schedule” has the meaning given to it in Section 2.6.4 of Schedule 19.

“Repeat Failure Ratchet” or “RR” means the multiple applied to an Availability Deduction or Performance Deduction in accordance with Section 7.1 or 7.2 of Schedule 5, as applicable.

“Representative” has the meaning given to it in Section 13.1.a.

“Request for Qualifications” “RFQ” means the Request for Qualifications issued by the City on March 1, 2019 (as amended March 20, 2019, by Addendum No. 1 and April 26, 2019, by Addendum No. 2) and the Supplemental RFQ.

“Rescue Refinancing” means a Refinancing by the Lenders upon the occurrence of a default or an event of default under the Financing Agreements.

“Residential Units” means any residential unit(s)/lot(s) constructed within the Project, for sale or for rent.

“Restricted Transfer Period” means:

a. with respect to any Equity Transfer in relation to the Developer, the period commencing on the Effective Date and ending on (but not including) the second anniversary of the Substantial Completion Date; and

b. with respect to any Equity Transfer in relation to the lead Real Estate Developer, the period commencing on the Effective Date and ending on the date of completion of development on the Initial Takedown Private Development Parcel(s) as determined in accordance with Section [9.1] of Schedule 14.

“Revenue Share” means the Developer-Retained Revenues that shall be remitted to the City, as calculated in Part B, Section 2 of Schedule 18.

“Revised Baseline Schedule” means the then current revision to the Baseline Schedule (including to any prior Revised Baseline Schedule), which has been submitted by Developer and acknowledged by the City pursuant to Schedule 8.

“RFC” means released for construction.

“RFP” has the meaning given to it in the Recitals.

“Riverfront” has the meaning given to it in Part 2 of Annex B.

“Riverfront Pad Site” has the meaning given to it in Part 2 of Annex B.

“ROCIP” means a Rolling Owner-Controlled Insurance Program.
“ROCIP Project Insurance Manual” means [to be released in draft form as a Reference Document].

“Routine Maintenance” means maintenance activities that are scheduled in advance and occur on a regular basis, such as weekly, monthly, quarterly, semi-annually, or annually, which are normally included as an annually recurring cost in maintenance and repair budgets for transportation facilities (and associated equipment) of similar natures and in similar environmental conditions as the Project.

“RR Structures” has the meaning given to it in Annex B.

“RTD” means the Regional Transportation District.

“RTD Plaza” has the meaning given to it in Annex B.

“Safety Compliance” means any and all improvements, repair, reconstruction, rehabilitation, restoration, renewal, replacement, and/or changes in configuration or procedures in relation to the Project to correct a specific safety condition or risk in relation to the Project that the City or another Governmental Authority that has relevant jurisdiction have reasonably determined to exist.

“Safety Compliance Order” means a written order or directive from the City to Developer to implement Safety Compliance, provided that such order or directive shall not be used to effect a change to the Technical Requirements or the Project Standards or safety-related portions of the Work affected by a Change in Law.

“Seat Tax” means a charge collected by the City [per-attendee] for ticketed events to fund capital expenses of the facilities.

“Security Control Center” means the central point of security operations established and maintained by the Developer pursuant to Schedule 17.

“Security Documents” means any mortgage, deed of trust, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, account control agreement, financing statement under the enacted Uniform Commercial Code of any jurisdiction, security instrument or other charge or property restriction of any kind, including any lease in the nature of a security instrument, given to any Debt Provider as security for Project Debt or Developer’s obligations pertaining to Project Debt and encumbering Developer’s Interest.

“Service Line” means:

a. a Utility line, the function of which is to directly connect the improvements on an individual property to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system; or

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26 Note to Proposers: Certain provisions of the draft ROCIP manual, including the claims reimbursement provisions, are subject to further revision by the City.

27 Note to Proposers: Process for charging and collecting Seat Tax to be clarified in a subsequent addendum.
b. a Utility line on public or private property that services structures located on such property.

“Setting Date” means [to insert date provided in the ITP prior to execution].

“Sheep Bridge” has the meaning given to it in Part 2 of Annex B.

“Similar Project” means any combined mixed-use and public facility district development within the State or elsewhere in the United States that is more similar than not to the Project based on as many as possible of the following elements: size, value, scope, technical complexity, procurement and contracting approach, geography, usage, programming, and risk profile.

“Site” has the meaning given to it in Part 1 of Annex B.

“Site-Specific Development Plan” means a submission made to the City pursuant to the City’s formal development services regulatory review process that follows the formal site development plan or equivalent development review process in respect of a Takedown.

“Southside Innovation District” has the meaning given to it in Part 1 of Annex B.

“Southside Innovation District Area A” has the meaning given to it in Part 2 of Annex B.

“Southside Innovation District Area B” has the meaning given to it in Part 2 of Annex B.

“Southside Innovation District Area C” has the meaning given to it in Part 2 of Annex B.

“Special Event” means an event specified by the City in accordance with Section 7.3 of Schedule 5.

“Special Event Increment” or “SEI” means the multiplier applied to an Availability Deduction or a Performance Deduction in accordance with, respectively, Sections 5.2 and 6.2 of Schedule 5.

“State” means the State of Colorado.

“Stock Show” means National Western Stock Show and has been held annually every January at the National Western Complex in Denver, Colorado since 1906. Its purpose was to demonstrate better breeding and feeding techniques to area stockmen.

“Stock Show Period” [to be added in a subsequent addendum].

“Stock Show Shoulder Period” means, the period before and after the Stock Show consisting of:

a. the load in period, 21 days prior to the Stock Show; and
b. the load out period, 14 days prior to the Stock Show for the Livestock Center and Equestrian Center, 7 days for the Arena, and 4 days for the Expo Hall, for which the Proposer is required to perform activities pursuant to Schedule 13.

“Stockyards Auction Hall” has the meaning given to it in Part 2 of Annex B.

“Stockyards Events Center” has the meaning given to it in Part 2 of Annex B.

“Stockyards Show Arena” has the meaning given to it in Part 2 of Annex B.

“Stockyards South” has the meaning given to it in Part 2 of Annex B.

“Stockyards South” has the meaning given to it in Part 2 of Annex B.

“Subcontract” means any contract (at any tier) entered into by Developer, Lead Contractor, Lead Facilities Operator, or any subcontractor of any of them of any tier, in connection with the carrying out of the Work or any of Developer’s other obligations under this Agreement, but excluding any Private Development Subcontract.

“Subcontractor Account” means a separate Developer account maintained pursuant to C.R.S. § 28-26-107 and solely for the purpose of paying the Subcontractor Claim should such Subcontractor Claim ultimately be determined to be valid.

“Subcontractor Breakage Costs” means Losses that have been or shall be reasonably and properly incurred by the Developer under a Principal Subcontract as a direct result of the termination of this Agreement (and which Losses shall not include lost profit or lost opportunity, but may, for certainty, include payment to a Principal Subcontractor for work performed prior to the Termination Date, but not yet paid for by the Developer), but only to the extent that:

a. the Losses are incurred in connection with the Project and in respect of the Work required to be performed by the Developer, including:

   i. any materials or goods ordered or Subcontracts placed that cannot be cancelled without such Losses being incurred;

   ii. any expenditure incurred in anticipation of the performance or the completion of Work in the future; and

   iii. the cost of demobilization including the cost of any relocation of equipment used in connection with the Project;

b. the Losses are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the
ordinary course of business and on an arm’s length basis, and that otherwise comply with this Agreement;
c. the Developer and the relevant Principal Subcontractor have each used their Reasonable Efforts to mitigate such Losses; and
d. the Losses are not incurred under a Principal Subcontract with the Lead Real Estate Developer or otherwise do not relate to the Private Development; and
e. the Losses do not in aggregate exceed [ ]% of the amount paid or payable under such Principal Subcontracts for Work performed (for certainty, excluding amounts paid or payable for any Loss or as the result of any breach or default).

“Subcontractor Claim” means any claim purporting to be a claim made pursuant to C.R.S. § 38-26-107.

“Subcontractors” means any party, other than Developer, to a Subcontract.

“Submittals” means any written document, drawing, report, plan, request, notice, or other material or information, regardless of form and including any draft, required pursuant to this Agreement to be delivered, submitted, or resubmitted to the City, as applicable, for Approval, acceptance, any other consent, approval, or like assent, or information, excluding notices, correspondence, and invoices by Developer seeking payments pursuant to this Agreement.

“Substantial Completion” means the satisfaction of all Substantial Completion Conditions, as confirmed by the City’s issuance of the Substantial Completion Certificate.

“Substantial Completion Certificate” has the meaning given to it in Section 5.2.d. of Schedule 4.

“Substantial Completion Conditions” has the meaning given to it in Section 4.1.a. of Schedule 4.

“Substantial Completion Date” means the day on which Substantial Completion Conditions are met and the Substantial Completion Certificate is executed.

“Substantial Completion Punch List” has the meaning given to it in Section 2.b.ii. of Schedule 4.

“SUE” means subsurface utility engineering.

“Supervening Event” has the meaning given to it in Section 12.1.a.

“Supervening Event Claim” has the meaning given to it in Section 12.
“Supervening Event Notice” has the meaning given to it in Section 12.

“Takedown” means the Initial Takedown and any Future Takedown.

“Takedown Parcel” means a future Private Development Parcel for which a Purchase and Sale agreement has been entered into and is in effect, but which has not yet been purchase.

“Takedown Request Notice” has the meaning given to it in Section 8.2.a of Schedule 14.

“Taxes” means any Federal, State, local or foreign income, margin, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986), customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, duty, fee or charge imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with or by, the Project, the Work, the Private Development, the Availability Payments, the Project Revenues, the Private Development Revenues, other compensation or act, business, status or transaction of any Developer-Related Entity, the Site or any Private Development Area, any User or Person, including any interest, penalty or addition thereto, in all cases whether disputed or undisputed.

“TCO” means a Temporary Certificate of Occupancy for a Facility issued by the City.

“Technical Panel” has the meaning given to it in Section 5.a of Schedule 29.

“Technical Requirements” means Schedules 8, 9, 10, 11, 15, 15A, 15B, 16A, 16B, 16C, 17, 17A and 18A.

“Temporary Cure” means, in respect of a Performance Failure, completion of rectification measures sufficient to ensure that the Area can be used without risk to the health and safety of Users, and where “Temporarily Cured” has a corresponding meaning.

“Temporary Cure Period” means, in respect of a Performance Failure, the period set out in the table in Annex 3 of Schedule 5.

“Term” means the effective term of this Agreement which shall commence on the Effective Date and end on the earliest to occur of the Expiry Date and the Termination Date.

“Termination Amount” means, with respect to any termination of this Agreement prior to the Expiry Date, the amount of compensation, if any, owing from the City to Developer as determined pursuant to Schedule 6.
“Termination by Court Ruling” means the issuance of a final, non-appealable court order by a court of competent jurisdiction:

a. to the effect that this Agreement is void and/or unenforceable, or impossible to perform in its entirety;
b. to the effect that the City lacked the authority to execute, deliver and/or perform this Agreement; and
c. permanently enjoining or prohibiting performance or completion of a material portion of the Work, upholding the binding effect on Developer or the City of a Change in Law that causes impossibility of performance of a fundamental obligation by Developer or the City under this Agreement or impossibility of exercising a fundamental right of Developer or the City under this Agreement.

“Termination D&C Work Value” means, without double counting, the value of all D&C Work completed or undertaken on the Termination Date to the extent such work is (i) affixed to the Site, or has or shall be irrevocably assigned or transferred to the City on such date in accordance with Section 31.2 and (ii) consistent with delivery of the technical requirements of the Project Agreement and any commitments in the Proposal Extracts, which value:

a. shall be determined by the Independent Engineer in accordance with Good Industry Practice;
b. shall not assume any diminution solely due to the occurrence of the Termination Date;
c. shall not exceed the aggregate documented cost incurred by the Developer under Subcontracts to complete or undertake such work, for certainty, excluding any cost for Committed Investments and Project Debt; and
d. shall be reduced by any payment made by the City to the Developer with respect to any Change Order or Supervening Event

“Termination Date” means the effective date of any early termination of this Agreement.

“Termination Deduction Amount” means, without double-counting, any:

a. accrued Early O&M Period Deductions or Deductions that, as of the Termination Date, have not been taken into account in the calculation of any payment actually made to Developer by the City prior to the Termination Date; and
b. any other amount that the City is entitled to set-off against the Termination Amount pursuant to Section 8.4.2.

“Termination for Extended Events” has the meaning given to it in Section 30.2.6.a.

“Termination for Failure to Organize” means the termination of this Agreement pursuant to Section 30.2.5.a.
“Termination Notice” means a notice of termination issued pursuant to Section 30.2.

“Third Party Agreements” means:
   a. the Framework Agreement;
   b. the Utility Agreements;
   c. the Railroad Agreements;
   d. [under review for potential updates in a subsequent Addendum]; and
   e. any agreement that is designated as a Third Party Agreement by the City in a notice delivered pursuant to Section 5.6.2.a, in each case as amended or modified pursuant to Section 5.6.2.b.

“Third Party Intellectual Property” means any Intellectual Property used or applied by Developer or any Developer-Related Entity in connection with the Project or the Work which is owned by any Person other than the City or a Developer-Related Entity.

“Ticket Sales Revenues” means the amount collected by the Developer from [Users] of the Facilities in respect of tickets, passes, and [ ] sold for attendance or participation at Events.

“Ticket Service Fee Revenues (City Share)” means [to be inserted in a subsequent Addendum].

“Ticket Service Fee Revenues (Developer Share)” means [to be inserted in a subsequent Addendum].

“Ticket Service Fee Revenues” means, together, the Ticket Service Fee Revenues (City Share) and Ticket Service Fee Revenues (Developer Share).

“TIF” means Tax Increment Financing.

“Title 32 District” means [to be inserted in a subsequent Addendum].

“Title Company” has the meaning given to it in Annex of Schedule 14.

“Traffic Impact and Mobility Study” means [to be updated in a subsequent Addendum and relating to the Proposal].

“Triangle” has the meaning given to it in Part 1 of Annex B.

“Triangle Area 1” has the meaning given to it in Part 2 of Annex B.

“Triangle Area 2” has the meaning given to it in Part 2 of Annex B.

“Triangle Area 3” has the meaning given to it in Part 2 of Annex B.

“Triangle Area 4” has the meaning given to it in Part 2 of Annex B.
“Triangle Area 5” has the meaning given to it in Part 2 of Annex B.

“Triangle Area 6” has the meaning given to it in Part 2 of Annex B.

“Triangle Common Areas” has the meaning given to it in Part 2 of Annex B.

“Triangle Public Elements” has the meaning given to it in Part 1 of Annex B.

“Triangle Public Facilities” has the meaning given to it in Part 1 of Annex B.

“Triangle Public Streets” has the meaning given to it in Part 2 of Annex B.

“Triangle Retained Elements” has the meaning given to it in Part 2 of Annex B.

“Unavailable” means, with respect to an Area, failure to comply with the definition of Availability or a Consequentially Unavailable Area, or is otherwise deemed to be Unavailable, in accordance with Sections 5.3 and 5.6 of the Agreement, except to the extent such circumstance is caused by Permitted Planned Maintenance; and “Unavailability” has a corresponding meaning.

“unreasonably withheld” has the meaning given to it in Section 5.1.d of Annex B.

“Useful Life” means, for an Element, the period following its first construction or installation, or following its last reconstruction, rehabilitation, restoration, renewal or replacement, until the Element shall next require reconstruction, rehabilitation, restoration, renewal or replacement.

“User(s)” means any user of the NWC Campus, including:

a. members of the general public;

b. the City;

c. the CSU;

d. the WSSA;

e. the Authority;

f. employees, contractors, or service providers of any User identified in clauses (b) through (e);

g. current or future students of CSU;

h. any security or emergency personnel on the NWC Campus; and

i. and any visitors and any others who can reasonably be expected to use the NWC Campus from time to time.
but excluding Developer and any Developer-Related Entity.

"Utility" means a privately, publicly or cooperatively owned line, facility and/or system for producing, transmitting or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, or any other similar commodity including:

a. the necessary appurtenances to any such line, facility, and/or system; and

b. any Service Line connecting directly to any such line, facility, and/or system, regardless of the ownership of such Service Line, provided that neither (x) stormwater facilities, irrigation ditches, video and video detection systems, traffic signals, and street lighting nor (y) any facility or system operated by or on behalf of the Campus Energy Provider, shall not constitute "Utilities".

"Utility Adjustment" means each relocation (temporary or permanent), abandonment, Protection in Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, and/or modification of existing Utilities necessary to accommodate construction, operation, maintenance and/or use of the Project or the Work.

"Utility Adjustment Work" means all efforts necessary to accomplish the required Utility Adjustments during the D&C Period, including all coordination, design, design review, permitting, construction, inspection, and maintenance of records, whether provided by Developer or by the Utility Owners. The term also includes any reimbursement of Utility Owners that is Developer’s responsibility pursuant to this Agreement.

"Utility Agreement" the utility relocation agreements (copies of each of which were provided in the Reference Documents) between the City and any Utility Owner.

"Utility Owner" means the owner of a Utility, for certainty, excluding the Campus Energy Provider.

"Utility Work" means the work described in Section 7.2.2 of Schedule 15. For the avoidance of doubt, together:

a. the Utility Adjustment Work; and

b. all efforts necessary to install and commission Utilities that were not installed or in place prior to the Setting Date, constitute the Utility Work.

"Venue Guide" means the electronic document developed and updated by the Developer to include the information indicated pursuant to Section 5 of Schedule 17.

"Warranted Project Elements" means the Public Infrastructure on the Triangle to be completed as part of the D&C Work to be maintained by the applicable Warranty Beneficiaries on and from the Substantial Completion Date.

"Warranty Beneficiaries" means with respect to those Warranted Project Elements to be maintained by it, the City.
“Work” means all of the work and services and performance of obligations, or any of it, to be undertaken or provided by Developer pursuant to this Agreement, including the D&C Work and the O&M Work, but excluding Private Development.

“Work Product” means any document, drawing, report, plan, application, data, work product, or other material or information, regardless of form, and including any draft specifically developed by Developer under the terms of this Agreement on or after the Effective Date, but excluding any such material or information independently developed for the Lead Real Estate Developer or any Private Development Subcontractor, and not ultimately for the Developer or purposes of this Agreement, to the extent such solely relates to a Private Development Parcel.

“Working Day” means any Calendar Day that is not a Saturday, a Sunday or holiday, where a “holiday” means any Calendar Day that is declared or considered to be a holiday pursuant to C.R.S. §§ 24-11-101(1)-(2).

“WSSA” means the Western Stock Show Association, a 501(c)(3) charitable organization who runs the National Western Stock Show, which was formed in 1906 and promotes youth, adult and community development through livestock and equestrian education, innovation, entertainment and competition.

“WSSA Exclusive Events” [to be provided in a subsequent Addendum].

“WSSA O&M Period” [to be provided in a subsequent Addendum].

“Xcel” means Xcel Energy, Inc.

“Zoning” means the City’s Zoning Administration Unit as set forth in Schedule 9.
Schedule 1
Financial Close

1. COORDINATION TO ADVANCE FINANCIAL CLOSE

a. Without limiting or otherwise modifying either Party's obligations under this Agreement with respect to Financial Close, no later than five Working Days after the Effective Date the Developer shall submit to the City:
   i. for the City's information and comment, a customary closing checklist, workplan, and timeline, identifying all documents, submissions and other actions (whether by or on the part of either Party or any third party) then reasonably anticipated by the Developer to be necessary to achieve Financial Close by the Financial Close Deadline, including identification of any proposed material deviations in financing, process, documentation, or timeline relative to that provided for in the Financial Proposal; and
   ii. for the City's Approval, a protocol:
      A. for calculating:
         I. the Financial Close Capital Availability Payment (and, accordingly, the Maximum Availability Payment); and
         II. the Base Equity IRR,
         in each case pursuant to Section 4 of this Schedule 1; and
      B. for determining any other necessary adjustments or amendments to the Bid Financial Model to create the Base Financial Model as contemplated in Section 3.2.h.i of this Schedule 1 and Sections 26.3 of this Agreement.

b. The Developer shall use Reasonable Efforts to maintain and provide the City with regular updates to the closing checklist, workplan, and timeline referenced in Section 1.a.i above throughout the period from initial submission to the City to the Financial Close Date.

2. FINANCIAL CLOSE SECURITY

2.1. Delivery of Financial Close Security

The Parties acknowledge that, pursuant to Section 27.3.a of the ITP, on or prior to the Effective Date that the Developer delivered the Financial Close Security to the City.

2.2. Maintenance of Financial Close Security

a. The Developer shall monitor the continuing status of each issuer of Financial Close Security as an Eligible Financial Institution.

b. The Developer shall promptly notify the City if at any time prior to Financial Close any issuer of Financial Close Security ceases to be an Eligible Financial Institution. No later than 15 Working Days after the Developer becomes aware of such cessation, the Developer shall submit to the City new Financial Close Security issued by an Eligible Financial Institution that, together with all other outstanding and valid Financial Close Security (if any) issued by one or more Eligible Financial Institutions shall have an aggregate undrawn value of at least $20,000,000. Promptly following the City's receipt of such Financial Close Security, it shall return to the Developer the undrawn portion of the replaced Financial Close Security.
2.3. Drawing on Financial Close Security

a. The Developer understands and agrees that the City shall be entitled to draw on the Financial Close Security (up to a maximum amount of $20,000,000) if, and only if:

i. the Developer withdraws or invalidates, or attempts to withdraw or invalidate, any part or all of the Financial Close Security without the City’s prior approval in its discretion (provided that no such approval shall be required if Developer terminates this Agreement pursuant to Section 7.2.a of this Schedule 1);

ii. the Developer fails to timely comply with Section 2.2.b of this Schedule 1; or

iii. the City has an entitlement to draw on the Financial Close Security pursuant to Section 7.1.b of this Schedule 1.

b. The Parties acknowledge and agree that:

i. forfeiture of the Financial Close Security pursuant to the terms thereof and Section 2.3.a.i, Section 2.3.a.ii (but only to the extent that Section 2.3.b.iii of this Schedule 1 does not apply) or Section 2.3.a.iii of this Schedule 1 is in the nature of liquidated damages and not a penalty;

ii. any amount of the Financial Close Security so forfeited is a fair and reasonable estimate of fair compensation to the City for the work required to procure the Project and any Losses that may accrue to the City as a result of the circumstances giving rise to such forfeiture, which amounts were impossible to ascertain as of the initial date of the delivery of the Financial Close Security; and

iii. following any drawing by the City of the Financial Close Security pursuant to the terms thereof and Section 2.3.a.ii of this Schedule 1, to the extent this Agreement has not been terminated and the City does not then have a right to terminate this Agreement pursuant to Section 6.1.a.ii or Section 7.1.a of this Schedule 1, the City shall return to the Developer the cash amount of such drawing promptly following the Developer’s cure of any prior failure to comply with Section 2.2.b of this Schedule 1.

3. CONDITIONS PRECEDENT TO ACHIEVING FINANCIAL CLOSE

3.1. Occurrence of Financial Close

a. “Financial Close” shall occur upon:

i. satisfaction (or waiver by the City) of each of the Developer conditions precedent set out in Section 3.2 of this Schedule 1; and

ii. satisfaction (or waiver by Developer) of each of the City conditions precedent set out in Section 3.3 of this Schedule 1.

b. For purposes of Sections 3.2 and 3.3 of this Schedule 1:

i. any matter that must be “certified” by a Party shall be certified in writing by an authorized representative of such Party, such certification being in form and substance consented to by the other Party (such consent not to be unreasonably withheld); and

ii. the Parties shall, to the extent practical and without limiting or otherwise modifying either Party’s obligations under this Agreement, endeavor to deliver and promptly respond to and comment on documents (including draft documents) necessary to satisfy the conditions precedent to Financial Close.
3.2. **Developer Conditions Precedent**

The Developer shall be responsible for satisfying the following conditions precedent to Financial Close:

a. on and from the Effective Date through and including the Financial Close Date, the Developer shall have performed and complied with its material obligations under this Agreement, and no Developer Default (or event that, with the passage of time or the giving of any notice, would become a Developer Default) shall have occurred and be continuing on the Financial Close Date;

b. as of the Financial Close Date, each representation and warranty made by the Developer pursuant to Section 3.1.a. of the Project Agreement shall be true and correct as of such date, as certified by the Developer;

c. the Developer shall have provided the City with:
   i. a copy, certified by the Developer as true, complete and accurate, of each executed Financing Document that is not also a City Closing Agreement, each of which shall be in form and substance consented to by the City (such consent not to be unreasonably withheld); and
   ii. a counterpart of each City Closing Agreement executed by all parties thereto other than the City, each of which shall be in form and substance consented to by the City (such consent not to be unreasonably withheld);

d. the Developer shall have provided the City with such documents and certificates as the City may reasonably request evidencing:
   i. the Developer's organization, existence and qualification to do business, including any articles of incorporation, bylaws, partnership agreement, joint venture agreement and/or other appropriate organizational documents and a statement of foreign entity authority, if applicable;
   ii. that all necessary company or partnership action has been taken by Developer to authorize the execution, delivery and performance of each Financing Document and each City Closing Agreement to which it is a party;
   iii. the authority, power and capacity of the individuals executing the agreements referred to in Section 3.2.d.ii of this Schedule 1 on behalf of the Developer;
   iv. satisfaction, or waiver, of all conditions precedent to closing and first utilization or issuance of the Project Debt under the Financing Documents; and
   v. Committed Investments that satisfy the requirements of Section 24.1 of the Project Agreement;

e. the Developer shall have delivered to the City legal opinions to the effect set out in and otherwise compliant with Schedule 26, which opinions shall otherwise be in form and (subject to reasonable and customary assumptions and qualifications) substance consented to by the City (such consent not to be unreasonably withheld);

f. the Developer shall have delivered to the City the Contractor Bond as required pursuant to Section 6.3 of the Project Agreement;

g. with respect to all Insurance Policies that are required to be secured by the Developer pursuant to Section 23 of the Project Agreement and Schedule 7 and in effect on and from the Financial Close Date:
such policies have been obtained from Eligible Insurers, are on terms that comply with Section 23 of the Project Agreement and Schedule 7, and are in full force and effect; and

ii. the City shall have received binding verifications of coverage from the relevant insurers (or Developer’s insurance brokers) of such Insurance Policies, in compliance with Section 23.3 of the Project Agreement;

h. on or immediately prior to the anticipated Financial Close Date, the Developer shall have delivered to the City, and the City shall have consented to (such consent not to be unreasonably withheld):

i. an unrestricted electronic version of the Financial Model, which version incorporates any amendments previously agreed by the Parties, together with an updated “Assumptions Book” (in the form previously submitted in the Financial Proposal) and with any other documentation necessary or reasonably requested by the City to operate the Financial Model; and

ii. an update to the “Bid Financial Model Audit Report” previously submitted in the Financial Proposal, which audit report shall otherwise comply with Section 26.6 of the Project Agreement; and

i. with respect to the Private Development and the Initial Takedown:

i. on and from the effective date of the Proposal Development Plan through and the Financial Close Date, the Developer shall have performed and complied with its material obligations under Schedule 14, the Proposal Development Plan, and the Initial Takedown Purchase and Sale Terms, in each case with respect to the Initial Takedown; and

ii. the Developer shall have provided the City with such documents and certificates as the City may reasonably request evidencing:

A. satisfaction of all conditions precedent to:

I. the Initial Takedown under Schedule 14, the Proposal Development Plan, and the Initial Takedown Purchase and Sale Terms; and

II. the closing and, if applicable with respect to funding deposit of the Initial Takedown Payment, first disbursement of funds of the Private Development Debt,\(^1\) in each case excluding only the occurrence of Financial Close and such conditions precedent which are the City’s express obligation thereunder; and

B. the Lead Real Estate Developer’s irrevocable and fully funded commitment, subject only to the occurrence of Financial Close and the Initial Takedown, to deposit the Initial Takedown Payment in a secured bank account or trust account of the Developer.

3.3. City Conditions Precedent

The City shall be responsible for satisfying the following conditions precedent to Financial Close:

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\(^1\) To be included only if the Preferred Proposer’s Proposal anticipates or requires the Private Development Debt to be in place on or about Financial Close.
a. as of the Financial Close Date, each representation and warranty made by the City pursuant to Section 3.1.b. of the Project Agreement shall be true and correct as of such date, as certified by the City;

b. subject to the Developer’s delivery to the City of executed counterparts of each City Closing Agreement pursuant to Section 1.2(c)(ii) of this Schedule 1, the City shall have provided Developer with counterparts of each such City Closing Agreement executed by an individual with the authority, power and capacity to take such action on behalf of the City;

c. the City shall have delivered to the Developer legal opinions to the effect set out in and otherwise compliant with Schedule 26, which opinions shall otherwise be in form and (subject to reasonable and customary assumptions and qualifications) substance consented to by the Developer (such consent not to be unreasonably withheld);

d. the City shall have provided the Developer with evidence that it has complied with the requirements of Section 23 of the Project Agreement and Schedule 7 to the extent the City is required to comply with such requirements by or on the Financial Close Date; and

e. with respect to the Private Development and the Initial Takedown, on or prior to the Financial Close Date the City shall have performed and complied with its material obligations under Section 7 of Schedule 14 and the Initial Takedown Purchase and Sale Terms in each case with respect to the Initial Takedown.

4. BASE INTEREST RATE PROTECTION

4.1. Adjustments to the Bid Financial Model for Financial Close

Subject to Section 6 of this Schedule 1, pursuant to this Section 4 the City shall assume certain Base Interest Rate fluctuation risk in connection with Financial Close.

4.2. Changes in Financing Terms

The City reserves the right to Approve any changes in Base Interest Rates or in the debt structure (e.g., fixed or variable rate, bank financing or bond financing, call provisions) that are proposed to be made at or prior to Financial Close to the extent that any such change constitutes a deviation from the assumptions in the Bid Financial Model.

4.3. Market Interest Rate Protection

Subject to the Parties’ rights pursuant to Section 6.1 of this Schedule 1 following the occurrence of a Key Financial Event, pursuant to Section 4.4 of this Schedule 1 the City shall bear the risk and have the benefit of 100% of the impact (either positive or negative) on the Bid APC of changes in any applicable Base Interest Rates over the applicable Interest Rate Protection Period with respect to any Rate Protected Debt.

4.4. Capital Availability Payment Update Protocol

The Parties shall use the Bid Financial Model to calculate the changes contemplated by Sections 4.3 of this Schedule 1, positive or negative, in the Bid APC. The Parties to be delivered pursuant to Section 3.2.h.i of this Schedule 1 by taking the following steps, and otherwise pursuant to the protocol consented to by the City pursuant to Section 1.a.ii of this Schedule 1.

a. First, the Bid Financial Model shall be run to solve for a “first adjusted” APC, inputting only the actual Financial Close Date and amendments to the Baseline Substantial Completion Target Date as per the Project Agreement Amendment, in each case to reflect, on a day for day basis, any delay in achieving Financial Close relative to [March 23, 2021] (being the Financial Close Date assumed in the ITP), holding the Bid Equity IRR constant. As part of this process the Bid Financial Model shall be solved for the lowest possible change in the Bid APC that does not result in a breach of any of the Key Ratios.
b. Second, the interim financial model resulting from the step described in “First” shall be run to solve for a “Financial Close Capital Availability Payment” (or “Financial Close APC”), inputting only the changes, if any, in Base Interest Rates as described in Section 4.3 of this Schedule 1 and holding the Bid Equity IRR constant. In addition, as part of this process the interim financial model shall be solved for the lowest possible change in the “first adjusted” Financial Close APC that does not result in a breach of any of the Key Ratios.

c. Third, the interim financial model resulting from the step described in “Second” shall be run to solve for the Base Equity IRR, inputting:
   i. the Financial Close APC; and
   ii. to the extent applicable, all other changes in the terms of the financing between those assumed and indicated in the Bid Financial Model and those set out in or otherwise applicable under the terms of the Financing Documents as of the Financial Close Date.

5. ACHIEVEMENT OF FINANCIAL CLOSE

5.1. Financial Close Certificate

Upon the occurrence of Financial Close in accordance with Section 3.1.a of this Schedule 1, the Parties shall sign a certificate in such form as the Parties shall reasonably agree specifying the Financial Close Date.

5.2. Actions Upon Occurrence of Financial Close

Promptly following Financial Close:
   a. the Parties shall place the Base Financial Model and audit report submitted and consented to pursuant to Section 3.2.h of this Schedule 1 into escrow with the Escrow Agent pursuant to the terms of the Financial Model Escrow Agreement; and
   b. the City shall return the Financial Close Security to the Developer

6. KEY FINANCIAL EVENTS

6.1. Parties’ rights with respect to Key Financial Events

If a Key Financial Event occurs prior to Financial Close:
   a. the City may, at any time after such Key Financial Event occurs, in its discretion and by notice to Developer:
      i. take any action pursuant to Section 6.2 of this Schedule 1; or
      ii. with or without first taking (or after taking) any action pursuant to Section 6.2 of this Schedule 1, terminate this Agreement subject to prior notice, in which case Section 6.4 of this Schedule 1 shall apply; and
   b. the Developer may terminate this Agreement by notice if, and only if, the Developer has a right to terminate pursuant to Section 7.2.a of this Schedule 1.

6.2. Mitigation of a Key Financial Event prior to Financial Close

If a Key Financial Event has occurred, the City may, in its discretion, take any one or more of the following actions as applicable with respect to such Key Financial Event:
   a. agree to an increase to the Bid APC, including to an amount that would result in an upward adjustment to the Bid APC of more than 10%.
   b. with the agreement of the Developer and, as necessary, the Lenders, agree to lower the amount and/or timing of the Equity Investments otherwise required in order to comply with Section 24.1 of the Project Agreement;
c. require the Developer to introduce alternative sources of debt for Project Debt relative to those set out in the Bid Financial Model, in which case, the City may require the Developer to conduct a timely, transparent financing competition to identify and arrange for the lowest-priced alternative debt financing commercially available on terms reasonable satisfactory to the Developer and approved by the City, provided that the Developer shall be entitled to recover from the City the reasonably incurred and documented costs and expenses associated with conducting such a funding competition; and/or

d. take any other action as may be proposed by any Party and mutually agreed among all the Parties.

6.3. Successful Mitigation of Key Financial Event

If, following the occurrence of a Key Financial Event, either:

a. subject to Section 7.2.c of this Schedule 1, the City takes any one or more actions pursuant to Section 6.2 of this Schedule 1; or

b. following the City’s election to terminate this Agreement pursuant to Section 6.1.a.ii of this Schedule 1, the Developer delivers a notice pursuant to Section 6.4 of this Schedule 1 and, only with respect to any such notice delivered pursuant to Section 6.4.b of this Schedule 1, the Developer concluded (prior to the end of the period of suspension of City’s notice of termination pursuant to Section 6.4.b of this Schedule 1) a financing competition that identified and arranged a debt financing solution that is consented to by the City (such consent not to be unreasonably withheld),

then, to the extent applicable:

c. if requested by the Developer the City shall extend the Financial Close Deadline to the extent reasonably necessary, provided that the Developer correspondingly extends the expiration date of the Financial Close Security to occur no earlier than the 10th Working Day following the extended Financial Close Deadline; and

d. this Agreement shall be amended (in a manner to be agreed among the Parties) to reflect any relevant action taken by the City as referred to in Section 6.3.a of this Schedule 1 or, as the case may be, the results of any such financing competition that identified and arranged a debt financing solution that is consented to by the City (such consent not to be unreasonably withheld).

6.4. City election to terminate due to a Key Financial Event

If the City makes an election to terminate this Agreement pursuant to Section 6.1.a.ii of this Schedule 1, then, except to the extent expressly provided otherwise in Section 7.3 of this Schedule 1, this Agreement shall terminate in its entirety upon 15 Working Days’ prior notice to Developer, provided that, with respect to any such election to terminate following the occurrence of a Key Financial Event of the type defined in paragraphs a. or b. of the definition thereof, the City shall suspend its notice of termination if, within 10 Working Days after delivery of such notice to the Developer, the Developer notifies the City that:

a. the Developer irrevocably and unconditionally agrees that any increase in the Bid APC that would otherwise apply as a result of an adjustment pursuant to Sections 4 or 6.2.a of this Schedule 1 would be capped such that the resulting upward adjustment to the Bid APC would not result in the occurrence of the Key Financial Event specified in paragraph a. of the definition thereof; or

b. the Developer shall, at its own initiative, conduct a timely, transparent financing competition equivalent to that described in Section 6.2.c of this Schedule 1 in order to address a Key Financial Event, provided that, if the Developer notifies the City pursuant to this Section...
6.4.b, any resulting suspension of City’s notice of termination pursuant to this Section 6.4 shall end on the earliest of:

i. the unsuccessful conclusion of such financing competition without identifying and arranging a debt financing on terms reasonable satisfactory to the Developer and that is otherwise consented to by the City (such consent not to be unreasonably withheld);

ii. the successful conclusion of such financing competition with the identification and arrangement of a debt financing solution that is on terms reasonable satisfactory to the Developer and that is otherwise consented to by the City (such consent not to be unreasonably withheld) (at which time such notice of termination shall be deemed void);

iii. 60 Calendar Days after the date on which the Developer notified the City pursuant to this Section 6.4.b; and

iv. the Financial Close Deadline.

7. TERMINATION PRIOR TO FINANCIAL CLOSE

7.1. Termination by the City

a. If any Developer condition precedent set out in Section 3.2 is not satisfied (or waived) by the City as of the Financial Close Deadline, the City may in its discretion, after the Financial Close Deadline, terminate this Agreement by notice with immediate effect.

b. If the City terminate this Agreement pursuant to Section 7.1.a of this Schedule 1, then upon such termination becoming effective, and unless the Developer has been excused from its obligation to achieve Financial Close by the Financial Close Deadline pursuant to Section 7.2.c of this Schedule 1, the City may in its discretion draw on, and retain the proceeds of, the Financial Close Security pursuant to Section 2.3 of this Schedule 1 (and, for certainty, the City shall have no obligation to pay the Financial Close Termination Amount to Developer).

c. In the event that the City terminates this Agreement pursuant to Section 6.1.a.ii of this Schedule 1, the City shall pay the Financial Close Termination Amount to Developer no later than 60 Calendar Days following such termination.

7.2. Termination by the Developer

a. If either:

i. as of the Financial Close Deadline:

A. each the Developer condition precedent set out in Section 3.2 has been satisfied or waived (or, to the extent unsatisfied, remains unsatisfied as a direct result of (I) the City’s failure to comply with its obligations to provide assistance to the Developer pursuant to Section 25.5 of the Project Agreement, which failure the Developer has been unable to mitigate through Reasonable Efforts or (II) the continuation of a Key Financial Event as of the Financial Close Deadline that falls within paragraphs c. or d. of the definition of Key Financial Event; and

B. any City condition precedent set out in Section 3.3 has not been satisfied and has not been waived; or

ii. a Key Financial Event occurs prior to Financial Close and:

A. the City has notified Developer that it shall not take any action, or shall cease to take any action, pursuant to Section 6.2 of this Schedule 1;
B. the City has taken action pursuant to Section 6.2 of this Schedule 1 but, after taking into account any effect of such action (and unless the Developer has agreed otherwise pursuant to Section 6.2.d of this Schedule 1) any of the Key Ratios and/or the Equity IRR would be less than that Key Ratio or Equity IRR, as the case may be, would have been had the relevant Key Financial Event not occurred; or

C. the City has not, within 15 Calendar Days of receiving a written request from the Developer (or, if earlier, by the Financial Close Deadline if it occurs following such a written request) notified the Developer of its intent to take any action pursuant to Section 6.2 of this Schedule 1,

then the Developer shall have the right to terminate this Agreement by notice to the City with immediate effect, following which the City shall return the Financial Close Security to Developer within two Working Days.

b. In the event that Developer terminates this Agreement pursuant to Section 7.2.a of this Schedule 1, the City shall pay the Financial Close Termination Amount to the Developer no later than 60 Calendar Days following such termination.

c. Unless the City otherwise terminates this Agreement pursuant to either Section 6.1.a.ii or Section 7.1.a of this Schedule 1, the Developer’s obligation to achieve Financial Close by the Financial Close Deadline shall be excused if, and only if it has a right to terminate this Agreement pursuant to Section 7.2.a of this Schedule 1.

7.3. Consequences of Termination

If this Agreement is terminated pursuant to this Schedule 1, neither Party shall have any obligation or liability to the other Party, except:

a. any City entitlement to draw on the Financial Close Security pursuant to this Schedule 1;

b. any City obligation to pay the Financial Close Termination Amount to Developer pursuant to this Schedule 1;

c. with respect to any antecedent breach of this Agreement; and

d. as provided for in Section 39 of the Project Agreement.
1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

1.1. Organization; Power and Authority

Developer:

a. is a [insert type of legal entity prior to execution], duly formed, validly existing and in good standing in accordance with the laws of the [insert relevant jurisdiction prior to execution];

b. is authorized to transact business in, and is registered with the Secretary of State in, the State; and

c. has the power and authority to:
   i. transact the business that it transacts and proposes to transact pursuant to the Project Agreement, including with respect to both the Work and the Private Development; and
   ii. execute, deliver, and perform the Project Agreement, each Principal Subcontract and each other Subcontract and each Financing Document and City Closing Agreement to which Developer is a party (collectively, the “Developer Agreements”).

1.2. Authorization and Due Execution

a. Each Person executing any Developer Agreement on behalf of the Developer has been (or, at the time of execution, will have been) duly authorized to execute and deliver such document on behalf of Developer.

b. The execution, delivery and performance of each Developer Agreement by Developer has otherwise been duly authorized by all necessary [insert type of action e.g. corporate, partnership prior to execution] action of Developer.

c. Each Developer Agreement has been (or, at the time of execution and delivery, will have been) duly and validly executed and delivered by the Developer.

1.3. Enforceability

Each Developer Agreement constitutes (or, at the time of execution and delivery, will constitute) a legal, valid, and binding obligation of the Developer, enforceable against the Developer and, if applicable, each Equity Member holding an interest in the Developer, in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar Laws affecting the enforceability of the rights of creditors generally and general principles of equity.

1.4. No Conflicts

The execution, delivery, and performance by the Developer of any Developer Agreement does not and will not contravene any:

a. law applicable to the Developer that is in effect on the date of execution and delivery of each Developer Agreement;

b. organizational, corporate, or other governing documents of the Developer; or

c. agreement, instrument, Permit, judgment, or decree to which the Developer is a party or is bound.
1.5. Consents and Approvals
   a. Prior to the Effective Date, the Developer familiarized itself with the requirements of any and all Laws, and the conditions of any Laws necessary to perform its obligations under the Project Agreement and to undertake the Work and the Private Development at the time and in the manner required.
   b. As of the date on which this representation and warranty is given or repeated, the Developer has acquired any and all Permits:
      i. that the Developer is required to obtain pursuant to the Project Agreement; and
      ii. that are necessary to perform its obligations under the Project Agreement that require performance on or immediately following such date such that Developer is not and will not be in breach of Section 5.5.1 of the Project Agreement,
   and, as of such date, all such Permits are in full force and effect.
   c. The Developer has no reason to believe that any Permit that the Developer is required to obtain pursuant to the Project Agreement, including with respect to the Work and the Private Development, will not be granted in due course and thereafter remain in effect so as to enable the Work and the Private Development to proceed in accordance with the Project Agreement.

1.6. Developer Default
No Developer Default has occurred and is continuing, and no fact or event exists that with the passage of time or giving of notice would constitute a Developer Default.

1.7. Applicable Law
The Developer is not in breach of any Law that would have a material adverse effect on the Work or the Private Development or on the performance of any of its obligations under the Developer Agreements.

1.8. Due Diligence; Reasonable Investigation
   a. The statements set out in Sections 2.3.2.b and 2.3.3 of the Project Agreement are true and accurate.
   b. On the basis of:
      i. the due diligence conducted by the Developer and the Developer-Related Entities as referred to in Sections 2.3.2.b and 2.3.3 of the Project Agreement; and
      ii. subsequent such diligence of the Project, the Private Development, the Reference Documents, the Site, the NWC Campus, and the Adjacent Facilities and Adjacent Projects as has been conducted by the Developer,
      and taking into account the terms of the Project Agreement and the Developer’s rights thereunder, the Developer:
      iii. is familiar with and accepts the physical requirements of the Work and the Private Development;
      iv. has evaluated all the constraints affecting design and construction of the Project and the Private Development and has reasonable grounds for believing and believes that the Project and the Private Development can be designed and built within such constraints; and
      v. has obtained for itself all necessary and available information regarding the risks, contingencies and other circumstances which may influence or affect its ability to perform its obligations under the Project Agreement and to undertake the Work
1.9. Financial Model

a. The Financial Model:
   i. was prepared by or on behalf of Developer in good faith;
   ii. was audited by an independent recognized model auditor immediately before the Effective Date;
   iii. fully discloses all financial assumptions and projections that the Developer has used or is using in making its decision to enter into the Project Agreement and in making disclosures to rating agencies, potential equity investors and Lenders;
   iv. includes only formulas that are:
      A. mathematically correct and suitable for making the projections referred to in clause v. below; and
      B. the same financial formulas that the Developer utilized and is utilizing in the Financial Model in making its decision to enter into the Project Agreement and in making disclosures to rating agencies, potential equity investors, and Lenders; and
   v. represents the projections that the Developer believes in good faith are the most realistic and reasonable for the Project as of the date on which this representation and warranty is given or repeated, provided that such projections:
      A. are based upon a number of estimates and assumptions;
      B. are subject to significant business, economic and competitive uncertainties and contingencies; and
      C. accordingly, are not a representation or warranty that any of the assumptions are correct, that such projections will be achieved or that the forward-looking statements expressed in such projections will correspond to actual results.

b. The Developer has reviewed all Laws relating to Taxes, and has taken into account all requirements imposed by relevant Law in preparing the Financial Model.

1.10. Legal Proceedings

There is no:

a. criminal, civil, enforcement or other action, suit, proceeding, investigation, or litigation pending or served on or against the Developer or any Equity Member that:
   i. challenges the Developer’s authority to execute, deliver, or perform any Developer Agreement;
   ii. challenges the validity or enforceability of any Developer Agreement;
   iii. challenges the authority of any Developer representative executing any Developer Agreement; or
   iv. could reasonably be expected to have a material and adverse effect on the ability of the Developer to perform its obligations under any Developer Agreement; and

b. un-served or threatened action, suit, proceeding, investigation, or litigation against Developer or any Equity Member with respect to any of the matters referred to above of which the Developer is aware and has not previously disclosed in writing to the City.
1.11. **Prohibited Acts**

The Developer has not, and, to the best of Developer’s knowledge and belief (Developer having made reasonable enquiries with a view to obtaining such knowledge and belief) no Developer-Related Entity has, committed any Prohibited Act.

1.12. **Organizational Conflicts of Interest**

As of the [insert Financial Proposal Submission Deadline prior to execution], the Developer disclosed to the City in writing all Organizational Conflicts of Interest of which Developer was aware and, since such date, the Developer has not obtained knowledge (the Developer having made reasonable inquiries with a view to obtaining such knowledge) of any additional Organizational Conflict of Interest, and there have been no “Organizational Changes” or “Key Personnel Changes” to or by the Developer or its Principal Subcontractors identified in its Proposal which require approval by the City.

1.13. **Debarment**

None of Developer, any of its principals or any of its Principal Subcontractors are presently disqualified, suspended or debarred from bidding, proposing, or contracting with any city, state-level, interstate or federal Governmental Authority. For purposes of this representation and warranty, the term “principal” means an officer, director, Equity Member or other direct or indirect owner, partner, Key Personnel, employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Developer.

1.14. **Taxes and Fees**

Neither Developer nor any of its Equity Members is presently in arrears in payment of Taxes, Permit fees, or other statutory, regulatory or judicially required payments to the City and County of Denver, the State or, with respect to Taxes or judicially required payments only, to any other state or the federal government, except with respect to any City, State, other state or federal Taxes, to the extent such are being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with GAAP.

1.15. **Brokers**

Except for [subject to disclosure to and Approval by the City], whose fees will be paid by the Developer or another Developer-Related Entity, there is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of the Developer or any other Developer-Related Entity who might be entitled to any fee or commission in connection with the transactions contemplated by the Project Agreement, including the performance of the Work and undertaking the Private Development, which could become a claim on, a liability of, or an Encumbrance on, the City or the Project, or any of the Site, the NWC Campus, any Private Development Parcel, or any part of any of the foregoing, or on any revenues to be derived or generated by any of the foregoing, the Work, or the Private Development.

1.16. **Principal Subcontractors**

As of the effective date of the relevant Principal Subcontract:

a. each of the Lead Contractor, the Lead Facilities Operator, and the Lead Real Estate Subcontractor (each such Principal Subcontractor, a “Relevant Entity”):

i. is duly organized, validly existing and, where legally applicable, in good standing under the laws of the state of its organization; and

ii. is authorized to transact business in, and is registered with the Secretary of State in, the State;
b. each Relevant Entity has the power and authority to do all acts and things and execute and deliver all other documents as are required to be done, observed or performed by it in connection with its engagement by the Developer;

c. each Relevant Entity has:
   i. obtained or will obtain and will maintain all necessary or required registrations, permits, licenses, and approvals required under applicable Law; and
   ii. the expertise, qualifications, experience, competence, skills, and know-how to perform, in accordance with this Project Agreement and the Principal Subcontract to which it is a party, the Work or Private Development, as applicable, that it has agreed to perform pursuant to such Principal Subcontract;

d. none of the Relevant Entities is in breach of any Law that would have a material adverse effect on the Work or the Private Development;

e. each Principal Subcontract, and any amendments or supplements thereto, is in compliance with, and, as applicable, incorporates the terms set out in, Schedule 12; and

f. no default under any Principal Subcontract has occurred and is continuing, and no fact or event exists that with the passage of time or giving of notice would constitute such a default.

2. REPRESENTATIONS AND WARRANTIES OF THE CITY

2.1. Power and Authority

The City is a municipal corporation of the State of Colorado, duly formed and validly existing pursuant to Article XX, Section 1, of the Constitution of the State of Colorado, and has the status, power, right, and authority to execute, deliver and, subject to the terms and conditions of each such document as such apply to the City, perform the Project Agreement and the City Closing Agreements (collectively, the “City Agreements”).

2.2. Authorization and Due Execution

a. Each person executing any City Agreement on behalf of the City has been (or, at the time of execution, will have been) duly authorized to execute and deliver such City Agreement on behalf of the City.

b. The execution, delivery, and performance of each City Agreement has otherwise been duly authorized by the City.

c. Each City Agreement has been (or will be) duly and validly executed and delivered by the City.

2.3. Enforceability

Each City Agreement constitutes (or, at the time of execution and delivery, will constitute) a legal, valid, and binding obligation of the City enforceable against it in accordance with its terms as such terms separately apply to the City, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar Laws affecting the enforceability of the rights of creditors generally, by general principles of equity.

2.4. No Conflicts

The execution and delivery by the City of the City Agreements has not resulted in, and the performance thereof by the City will not result in:

a. a breach of, default under, or a violation of, any agreement, instrument, judgment, or decree to which the City is a party or is bound; or

b. a violation of Article XX, Section 1, of the Constitution of the State of Colorado.
2.5. **Legal Proceedings**

Except as otherwise disclosed in writing by the City to the Developer, there is no action, suit, proceeding, investigation, or litigation is pending or overtly threatened in writing that challenges:

a. the City’s authority to execute, deliver, or perform;

b. the legality, validity, or enforceability of, as against the City;

c. or the authority of any representative of the City executing,

in each case, any of the City Agreements, and that could reasonably be expected to have a material or adverse effect on the ability of the City to perform its obligations under the Project Agreement.
1. CONDITIONS TO COMMENCEMENT OF NTP1 WORK
   
a. In the Project Agreement, NTP1 Conditions means the following conditions, each of which shall be construed as a separate and independent condition and shall be completed prior to issuance of NTP1:
   
i. Developer shall have submitted each Submittal as required to be submitted prior to the issuance of NTP1 in any part of the Project Agreement (including the Schedules), and:
   
   A. if Approval of any such Submittal is required, Developer shall have received such Approval as applicable, of each Submittal; and
   
   B. if any such Submittal is required to be submitted for information only the initial review period as determined pursuant to Section 3.3 of Schedule 11 shall have expired with respect to each such Submittal;
   
   ii. Developer shall have mobilized its quality management staff as anticipated by the Approved Design Quality Management Plan;
   
   iii. the Contractor Bonds required by Schedule 25, have been obtained and are in full force and effect, and Developer has delivered to the City, as applicable, certified and conformed copies of the bonds and the original multiple obligee rider;
   
   iv. Developer has caused to be developed and delivered to the City, and the City has approved, the Baseline Schedule;
   
   v. all representations and warranties of Developer set forth in the Project Agreement shall be and remain true and correct, and Developer has delivered a certificate to the City certifying same;
   
   vi. Developer is not then in receipt of any notice of default delivered pursuant to the Financing Documents unless any such noticed default has been cured, and no Lender has otherwise indicated that it is unwilling or unable to presently fund Developer’s costs of the Design Work, and Developer has delivered a certificate to the City certifying same;
   
   vii. no Developer Default shall have occurred and be continuing;
   
   viii. Developer shall have provided the following to the City:
   
   A. Project Management Plan;
   
   B. Schedule Work Plan;
   
   C. Work Breakdown Structure;
   
   D. Baseline Schedule;
   
   E. Quality Management Plan;
   
   F. Deliverable Requirements Tracking List;
   
   G. Safety Management Plan;
   
   H. Durability Plan;
   
   I. Document Control System;
   
   J. Proposed Progress Report format;
K.  Project directory; and

ix.  Developer shall have satisfied any other requirements and conditions that are required by the terms of the Project Agreement to have been satisfied prior to the issuance of NTP1 or the commencement of any NTP1 Work.

b.  Pursuant to Section 5.4 of the Project Agreement, Developer shall not be entitled to commence any NTP1 Work (other than those preparatory activities referenced in 5.4.2.a) until the City has issued NTP1 in accordance with Section 1.d.i.

c.  Developer shall notify the City promptly after it considers that all NTP1 Conditions have been satisfied.

d.  The City shall promptly after receipt of a notice from Developer pursuant to Section 1.c, and in any event within five Working Days after such receipt, either:

i.  if they consider that all NTP1 Conditions have been satisfied, issue NTP1 to Developer authorizing commencement of the NTP1 Work; or

ii.  if they do not consider that all NTP1 Conditions have been satisfied, notify Developer to such effect, specifying which NTP1 Conditions have not been satisfied and why they consider that such NTP1 Conditions have not been satisfied.

e.  If the City issues a notice to Developer pursuant to Section 1.d.ii, then the procedures set out in Sections 1.c and 1.d shall be repeated until the City issues NTP1.

2.  CONDITIONS TO COMMENCEMENT OF D&C WORK

a.  In the Project Agreement, “NTP2 Conditions” means the following conditions, each of which shall be construed as a separate and independent condition, and shall be completed prior to issuance of NTP2:

i.  NTP1 shall have been issued;

ii.  Developer shall have mobilized its quality management staff as anticipated by the Approved Construction Quality Management Plan;

iii.  the Contractor Bonds required by Schedule 25, have been obtained and are in full force and effect, and Developer has delivered to the City, as applicable, certified and conformed copies of the bonds and the original multiple obligee rider;

iv.  insurance policies or ROCIP enrollment required under the Project Agreement and Schedule 7 have been obtained and are in full force and effect, the amount of $[_____]1 shall have been remitted by the Developer to the City, or to a third party as directed by the City, for payment of ROCIP premiums, and Developer has delivered to the City written binders of insurance verifying coverage from the relevant insurers;

v.  all Permits applicable to the commencement of D&C Work shall have been obtained, any conditions thereto that are required to be satisfied in advance of such commencement shall have been satisfied, and Developer shall have otherwise complied with its obligations in relation to such Permits pursuant to the Project Agreement, including under Section 5.5 of the Project Agreement and under Section 5 of Schedule 8 (Project Administration);

vi.  Developer shall have delivered to the City:

A.  copies of all Permits referred to in Section 2.a.ii

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1 Amount to be included in Form 18 of the ITP, to be released in a subsequent addendum.
B. Stage 2 Quality Management Plan; and

C. evidence that any conditions thereto that are required to be satisfied in advance of commencement of the D&C Work have been satisfied;

vii. Developer has delivered to the City, and the City has Approved, all other Submittals relating to the applicable portion of the D&C Work required by the Project Management Plan and the Project Agreement in the form and content required by the Project Management Plan or Project Agreement;

viii. all representations and warranties of Developer set forth in the Project Agreement shall be and remain true and correct, and Developer has delivered a certificate to the City certifying same;

ix. Developer is not then in receipt of any notice of Developer Default from the City unless any such default has been cured or waived in writing by the City;

x. Developer has provided a fully functional Project Office as set forth in Schedule 8; and

xi. no Developer Default shall have occurred and be continuing; and

b. Developer shall have satisfied any other requirements and conditions that are required by the terms of the Project Agreement to have been satisfied prior to the issuance of NTP2 and the commencement of the D&C Work. Pursuant to Section 8.2 of the Project Agreement, Developer shall not be entitled to:

i. commence any D&C Work until the City has issued NTP2 in accordance with this Section 2; or

ii. commence any specific aspect of the D&C Work pursuant to the Project Agreement until any applicable condition to such commencement specified in the Project Agreement (including in Schedule 8 (Project Administration), Schedule 10 (Design and Construction Requirements) and Schedule 11 (Operations and Maintenance Requirements)) has been satisfied.

c. Developer shall notify the City promptly after it considers that all NTP2 Conditions have been satisfied.

d. The City shall promptly after receipt of a notice from Developer pursuant to Section 2.d and, in any event, within five Working Days after such receipt either:

i. if they consider that all NTP2 Conditions have been satisfied, issue NTP2 to Developer; or

ii. if they do not consider that all NTP2 Conditions have been satisfied, notify Developer to such effect, specifying which NTP2 Conditions have not been satisfied and why they consider that such NTP2 Conditions have not been satisfied.

e. If:

i. the Financial Close Date has occurred prior to, or is the same date as, the date of issuance by the City of a notice pursuant to Section 2.d, then such notice shall constitute "NTP2"; or

ii. the City issue a notice pursuant to Section 2.d prior to the Financial Close Date, they shall issue a further notice on the Financial Close Date which shall constitute "NTP2".
f. If the City issues a notice to Developer pursuant to Section 2.d.ii, then the procedures set out in Sections 2.c and 2.d shall be repeated until the City issues NTP2 in accordance with Sections 2.d.

3. CONDITIONS TO COMMENCEMENT OF EARLY O&M WORK

a. The Developer shall perform Early O&M Work which shall commence after the NTP3 Conditions have been met.

b. In the Project Agreement, “NTP3 Conditions” means the following conditions, each of which shall be construed as a separate and independent condition, and shall be completed prior to issuance of NTP3:

i. NTP1 and NTP2 shall have been issued;

ii. the Project License Start Date for Phase 1 & 2 Incorporated Elements has occurred;

iii. all Permits applicable to the commencement of Early O&M Work for the Phase 1 & 2 Incorporated Elements shall have been obtained, any conditions thereto that are required to be satisfied in advance of such commencement shall have been satisfied, and Developer shall have otherwise complied with its obligations in relation to such Permits pursuant to the Project Agreement, including under Section 5.5 of the Project Agreement and under Section 5 of Schedule 8 (Project Administration);

iv. Developer shall have delivered to the City:

A. copies of all Permits referred to in Section 3.b.iii; and

B. evidence that any conditions thereto that are required to be satisfied in advance of commencement of the Early O&M Work have been satisfied;

v. the Early O&M Contractor Bonds required by Schedule 25, have been obtained and are in full force and effect, and Developer has delivered to the City, as applicable, certified and conformed copies of the bonds and the original multiple obligee rider;

vi. Developer has delivered to the City, and the City has Approved, all other Submittals relating to the applicable portion of the Early O&M Work required by the Schedule 17 and the Project Agreement in the form and content required by Schedule 17 or Project Agreement;

vii. all representations and warranties of Developer set forth in the Project Agreement shall be and remain true and correct, and Developer has delivered a certificate to the City certifying same;

viii. Developer is not then in receipt of any notice of Developer Default from the City unless any such default has been cured or waived in writing by the City; and

ix. no Developer Default shall have occurred and be continuing.

c. Developer shall notify the City promptly after it considers that all NTP3 Conditions have been satisfied.

d. The City shall promptly after receipt of a notice from Developer pursuant to Section 3.c and, in any event, within five Working Days after such receipt either:

i. if they consider that all NTP3 Conditions have been satisfied, issue NTP3 to Developer; or

ii. if they do not consider that all NTP3 Conditions have been satisfied, notify Developer to such effect, specifying which NTP3 Conditions have not been
satisfied and why they consider that such NTP3 Conditions have not been satisfied.

e. If the City issues a notice to Developer pursuant to Section 3.d.ii, then the procedures set out in Sections 3.c and 3.d shall be repeated until the City issues NTP3 in accordance with Sections 3.d.i.

f. The City may, in its sole discretion, authorize Developer to perform Early O&M Work prior to NTP3. In the event the City authorizes Developer to perform Early O&M Work, Developer shall satisfy and comply with the conditions and requirements imposed by the City, which may include certain conditions and requirements identified in Section 2 and/or the provision of performance and payment security in such amounts and forms as may be specified by the City, prior to commencing such activities.

4. CONDITIONS TO HANDOVER FOR O&M WORK

a. The Developer shall not commence a portion of O&M Work until the City has provided handover of that portion, which shall not occur until the following conditions are satisfied:

i. the City and Developer undertake a joint inspection of the applicable portion, such inspection to be coordinated by Developer;

ii. the City and Developer agree the definition and checklist of the facilities a to be handed over for commencement of the applicable portion of O&M Work;

iii. the City and Developer agree the utility expectations of delivery by the Developer for the applicable portion of O&M Work;

iv. the City and Developer agree the commissioning expectations of delivery by the Developer for the applicable portion of O&M Work; and

v. Developer has submitted:

A. Baseline Asset Condition Acceptance Plan;
B. Baseline Asset Condition Report;
C. O&M Manual;
D. Maintenance Management Plan;
E. Operations Management Plan;
F. Snow and Ice Control Plan;
G. Facilities Management Plan (FMP); and
H. Renewal Work Schedule.
1. FACILITY OCCUPANCY READINESS

1.1 Conditions to Occupancy Readiness

The Independent Engineer shall issue an Occupancy Readiness Certification with respect to a Triangle Public Facility upon satisfaction of all of the following conditions (collectively, the “Occupancy Readiness Conditions”) at any time prior to Project Substantial Completion, provided that notwithstanding any other provision of the Project Agreement, the Independent Engineer may, but is not obligated to issue an Occupancy Readiness Certification for a Triangle Public Facility earlier than the proposed date for achieving Occupancy Readiness as set forth in the Developer’s Baseline Schedule or Revised Baseline Schedule, as applicable:

a. Developer has completed the D&C Work applicable to a Triangle Public Facility in accordance with the Project Agreement, except for Punch List items, including all FF&E required to be installed by Developer for the Triangle Public Facility;

b. The City’s Department of Community Planning and Development has issued, at minimum, a Temporary Certificate of Occupancy (“TCO”) for said Triangle Public Facility, with the City’s expectation that a full Certificate of Occupancy (“CO”) shall be obtained prior to Facility Final Acceptance;

c. The Triangle Public Facility and applicable FF&E are progressed to the point that allows for beneficial occupancy and utilization, to the extent they are required, for the purposes of performing the applicable function, including the Developer’s O&M Services, taking into account:

   i. the requirements of the Project Agreement;
   
   ii. the ability of Persons to access the Triangle Public Facility and conduct the applicable uses without risk of injury, hazard, or nuisance;
   
   iii. the proper installation and functionality of all applicable FF&E; and
   
   iv. such other functional requirements and considerations as a reasonable Person of ordinary prudence would take into account in determining whether the Triangle Public Facility and applicable FF&E are suitable for the purposes of performing the applicable activities;

 d. Without limiting the other provisions of this Section 1, the applicable Triangle Public Facility systems and subsystems comply, in all respects, with applicable Laws, are operational and functional and have passed all inspections, commissioning, and tests required under the Project Agreement and Developer has delivered to the City and Independent Engineer all reports, data, and documentation relating to such tests;

 e. All D&C Work for the Triangle Public Facility that Developer is obligated to perform for or on behalf of third parties as required by the Project Agreement has been performed and complies with the requirements of any applicable agreements with such third parties, except Facility Punch List items;

 f. Developer has received, and paid all associated fees due and owing for, all applicable Permits and other third-party approvals required for TCO or CO use and operation of the Triangle Public Facility, and there exists no uncured violation of the terms and conditions of any such Permit or other third-party approvals;

 g. The O&M Sub-Plans specified in Schedule 17 and all other plans, manuals and reports for the Triangle Public Facility O&M Services have been submitted and approved or accepted, as applicable, by the City as required under the Project Agreement;
h. Developer has delivered to the City and Independent Engineer a certificate, in form acceptable to the City and signed by Developer, that Developer has completed training of operations and maintenance personnel sufficient to perform the Triangle Public Facility O&M Services in accordance with the Project Agreement, the O&M Services Plan and Manuals, the O&M Mobilization Plans, and the O&M Safety Plans;

i. Developer has delivered:
   i. to the City all IP Materials, work product, documents, results and related materials for Subject Intellectual Property; and
   ii. to the City, or deposited to the Intellectual Property Escrow(s) pursuant to the Project Agreement, the IP Materials for all Project Intellectual Property other than Subject Intellectual Property, in each case incorporated into the Triangle Public Facility prior to Occupancy Readiness;

j. There exist no uncured Developer Defaults, except any Developer Default:
   i. which will be cured by achieving Occupancy Readiness;
   ii. arising from a breach in respect of the O&M Services; or
   iii. for which any applicable cure period has not expired;

k. All Permits necessary to begin the Triangle Public Facility O&M Services have been obtained and Developer has furnished to the City fully executed copies of such Permits;

l. Developer has prepared and submitted the Facility Punch List in accordance with Schedule 10 (Quality Management) and the procedures and schedules set forth in the Project Management Plan;

m. All other Submittals required by the Project Management Plan or Project Agreement to be submitted to the City prior to Occupancy Readiness have been submitted and, to the extent the City's Approval is required under the Project Agreement, Approved by the City, in the form and content required by the Project Management Plan or Project Agreement; and

n. Developer has prepared and delivered to the City, pursuant to Section 2 below, a Punch List applicable to the Triangle Public Facility’s achievement of Occupancy readiness (the “Occupancy Readiness Punch List”), including a date of proposed completion for each item.

1.2 Occupancy Readiness Notice

a. Developer shall provide the City and Independent Engineer with 30 Calendar Days’ advance written notice of the date of expected Occupancy Readiness, which notice shall expressly and conspicuously state that it is being delivered pursuant to this Section 1.2.

b. During the 30 Calendar Day period following receipt by the City of such notice, Developer, Independent Engineer, and the City shall meet, confer, and exchange information on a regular and cooperative basis, and the Independent Engineer shall conduct:
   i. an inspection of the Triangle Public Facility and its components; and
   ii. such other investigation and review of reports, data and documentation, as in each case may be necessary (as determined by the City, acting reasonably) to evaluate whether all of the Occupancy Readiness Conditions have been satisfied.

c. After Developer has given a notice pursuant to this Section 1.2, Developer shall provide the City and Independent Engineer a further notice when Developer considers that all Occupancy Readiness Conditions have been satisfied, which notice shall include a written certification, in form and substance reasonably acceptable to the City, that all Occupancy Readiness Conditions have been satisfied.
d. Within 14 Calendar Days after receipt of a notice and certification pursuant to Section 1.2.c., the Independent Engineer shall either:
   i. if it consider that all applicable Occupancy Readiness Conditions have been satisfied, issue a certification to such effect (an “Occupancy Readiness Certification”), or
   ii. if it does not consider that all Occupancy Readiness Conditions have been satisfied, notify Developer to such effect, specifying which Occupancy Readiness Conditions have not been satisfied and why they consider that such Occupancy Readiness Conditions have not been satisfied.

e. If the Independent Engineer issues a notice to Developer pursuant to Section 1.2.d.ii, then the procedures set out in this Section’s b. to d. shall be repeated until the Independent Engineer issues an Occupancy Readiness Certification.

f. Promptly after achieving Occupancy Readiness with respect to a Triangle Public Facility, Developer shall perform all remaining D&C Work for the Triangle Public Facility, including completion of all Facility Punch List items.

2. PUNCH LIST MECHANISM

a. Developer shall comply with the procedures and schedules for preparing Punch Lists and for completing Punch List items pursuant to the Developer’s Approved Project Management Plan and the provisions of this Part 2.

b. Following any Punch List inspection conducted:
   i. for Facility Final Acceptance, Developer shall promptly prepare and deliver to the City an Occupancy Readiness Punch List, including a date of proposed completion for each Occupancy Readiness Punch List item (which shall in no event be later than the Facility Final Acceptance Deadline).
   ii. for Substantial Completion, Developer shall promptly prepare and deliver to the City a Punch List (a “Substantial Completion Punch List”) of items applicable to the entire Project, including a date of proposed completion for each item.

c. The City shall notify Developer within 14 Calendar Days of receipt of any Punch List pursuant to Section 2.b.i whether they acknowledge the contents of such Punch List or dispute or reject the inclusion (or omission) of any Punch List item on such Punch List.

d. Developer shall promptly commence (or, as applicable, continue) work on all Punch List items and diligently prosecute such work to completion by the date of completion specified in the Punch List.

e. Developer shall, on an ongoing basis:
   i. verify that each item on any Punch List has been corrected or completed;
   ii. provide all final documentation;
   iii. perform a final review and inspection to verify that Punch List items have been resolved to the satisfaction of the City (acting in their discretion); and
   iv. provide the City with regular written updates regarding the same.

3. FACILITY FINAL ACCEPTANCE

3.1 Facility Final Acceptance Conditions

Promptly after achieving Occupancy Readiness with respect to a Triangle Public Facility, Developer shall perform all remaining D&C Work for the Triangle Public Facility, including completion of all Facility Punch List items. Developer shall exercise its best efforts to achieve Facility Final
Acceptance in accordance with the Project Schedule. The City will issue a certificate of Facility Final Acceptance at such time as all of the following have occurred for the Triangle Public Facility:

a. All Facility Punch List items have been completed and the applicable Work complies with the Project Agreement;

b. All other Submittals for the D&C Work for the Triangle Public Facility that Developer is required by the Project Agreement to submit after Occupancy Readiness have been submitted to the City and approved by the City, in the form and content required by the Project Management Plan or the Project Agreement;

c. Developer has delivered to the City copies of all manufacturer warranties in connection with the Triangle Public Facility as required under, and in the form and content specified by, the Project Agreement;

d. Developer has delivered:
   i. to the City all IP Materials, work product, documents, results and related materials for Subject Intellectual Property; and
   ii. to the City, or deposited to the Intellectual Property Escrow(s) pursuant to the Project Agreement, the IP Materials for all Project Intellectual Property other than Subject Intellectual Property, in each case incorporated into the Triangle Public Facility prior to Facility Final Acceptance;

e. Developer has procured, installed, and commissioned the applicable FF&E in accordance with Schedule 16A, and in accordance with Section 6.1.b of the Project Agreement; and

f. If any Governmental Authority, Railroad, or Utility Owner with jurisdiction over any portion of the Project requires any form of certification of design, engineering, or construction with respect to such portion, including any certifications, approvals, or final Certificate of Occupancy required under any Permit, Developer shall have caused such certificates or approvals to be executed and delivered and shall have concurrently provided copies of such certificates or approvals to the City.

### 3.2 Facility Final Acceptance Notice

a. Developer shall provide the City with written notification 30 Calendar Days in advance of when Developer determines that it has achieved Facility Final Acceptance. During the 30 Calendar Day period following receipt of such notification, Developer and the City shall meet and confer to facilitate the City's determination of whether to issue a Certificate of Facility Final Acceptance.

b. During such 30 Calendar Day period, the City shall conduct an inspection of the Facility Punch List items, other Submittals, and such other investigation as may be necessary to evaluate whether Facility Final Acceptance is achieved.

c. Within such 30 Calendar Day period, the City shall either:
   i. issue a certificate of Facility Final Acceptance effective as of the date that the conditions to Facility Final Acceptance were actually satisfied; or
   ii. notify Developer in writing of the reasons why Facility Final Acceptance has not been achieved. The certificate of Facility Final Acceptance will indicate the actual date on which Developer achieved Facility Final Acceptance.

d. Within 14 Calendar Days of issuance of a certificate of Facility Final Acceptance, the City shall file a corresponding Facility Notice of Completion in the office of the county recorder in the City and County of Denver.
4. **SUBSTANTIAL COMPLETION**

4.1 **Substantial Completion Conditions**

a. “Substantial Completion Conditions” means the following, each of which shall be construed as a separate and independent condition:

i. has achieved Facility Final Acceptance of each Triangle Public Facility;

ii. Developer shall have completed the D&C Work for the entire Project in accordance with the Project Agreement, including such D&C Work that the Project is in a condition that can be operated in connection with Phases 1 & 2 and open to the public (subject only to completion of (A) any incomplete Substantial Completion Punch List items which are permitted to be completed after the Substantial Completion Date; and (B) any D&C Work the completion of which constitutes a Final Acceptance Condition);

iii. Developer shall have completed all Public Streets, trunk utilities, other public infrastructure necessary or advisable to accommodate and support the Public Elements and all Private Development to support the acreage taken down prior to the first Private Development Milestone;

iv. Developer shall have complied with all Sections of Schedule 15, and each time period referenced therein shall have expired;

v. Developer shall have conducted, and provided the City and Independent Engineer an opportunity to witness, all tests and inspections necessary to provide measurement records for each Element of the entire Project in accordance with the Performance and Measurement Tables and Developer's Approved Quality Management Plan;

vi. Developer shall have delivered to the City the Contractor Bonds as required pursuant to Section 6.3.1 of the Project Agreement;

vii. the City shall have Approved any updates:

viii. any systems and equipment which Developer is required to install pursuant to the Project Agreement shall:

   A. have been installed;
   
   B. comply, in all respects, with applicable Law;
   
   C. be fully operational and functional; and
   
   D. have passed any commissioning tests and inspections required under the Project Agreement,

   in each case subject only to completion of:

   1. any incomplete Substantial Completion Punch List items which are permitted to be completed after the Substantial Completion Date; and
   
   2. any D&C Work the completion of which constitutes a Final Acceptance Condition;

ix. Developer shall have delivered to the City all reports, data, and documentation relating to such tests and inspections for all Facilities as are referred to in Section 1.1d;

x. the City shall have acknowledged receipt of and reviewed a Substantial Completion Punch List;
xi. Developer shall, pursuant to Section 2:
   A. have completed any Substantial Completion Punch List items that are
      required in such Substantial Completion Punch List to be completed as
      Substantial Completion Conditions; and
   B. otherwise be in compliance with Section 2 with respect to such Substantial
      Completion Punch List;

xii. if any Governmental Authority, Railroad, or Utility Owner with jurisdiction over any
     portion of the Project requires any form of certification of design, engineering, or
     construction with respect to such portion, including any certifications or approvals
     required under any Permit, Developer shall have caused such certificates or
     approvals to be executed and delivered and shall have concurrently provided
     copies of such certificates or approvals to the City;

xiii. Developer shall have submitted each Submittal which is identified as being
      required to be submitted prior to issuance of Substantial Completion either (x) in
      the “Schedule” column in any of the Submittals Tables or (y) any other part of the
      Project Agreement and:
      A. if Approval or other consent, approval or like assent of any such Submittal
         is required as indicated in the Submittals Tables or otherwise by the
         express terms of the Project Agreement, Developer shall have received
         such Approval or other consent, approval or like assent as applicable, of
         each such Submittal; and
      B. if any such Submittal is required to be submitted for Information as
         indicated in the Submittals Tables, the initial review period as determined
         pursuant to Schedule 11 (Submittals) shall have expired with respect to
         each such Submittal;

xiv. Developer shall have submitted certificates in respect of Substantial Completion in
     the form and content as required by Section 5.2;

xv. with respect to all Insurance Policies that are required by Schedule 7 to be in effect
     on and from the Substantial Completion Date:
     A. such policies shall have been obtained from Eligible Insurers on terms that
        comply with Schedule 7 and shall be in full force and effect; and
     B. the City shall have received binding verifications of coverage from the
        relevant insurers (or Developer’s insurance brokers) of such Insurance
        Policies, in compliance with Section 23 of the Project Agreement as
        Accepted by the City;

xvi. Full Certificates of Occupancy have been issued for all Facilities;

xvii. Takedown or incorporation into the Public Elements of the Fuller Drug Store Parcel
      has occurred pursuant to Section 5.3.1 of Schedule 15 Section 5 following
      issuance of a TCO;

xviii. systems for all Facilities assessed as a whole comply, in all respects, with
       applicable Laws, are operational and functional and have passed all inspections,
       commissioning, and tests required under the Project Agreement and Developer
       has delivered to the City all reports, data and documentation relating to such tests;

xix. Test Events (dry-runs) have been held at each of the Public Facilities and
     Developer has delivered to the City all reports relating to the events held and the
     issues identified during these test events;
xx. all work related to the D&C Work that Developer is obligated to perform for or on behalf of third parties as required by the Project Agreement has been performed and complies with the requirements of any applicable agreements with such third parties, except for Punch List items;

xxi. Developer has received, and paid all associated fees due and owing for, all applicable Permits and other third-party approvals required for use and operation of the Project, and there exists no uncured violation of the terms and conditions of any such Permit or other third-party approvals;

xxii. Developer has delivered to the City all materials, work product, documents, results and related materials for intellectual property incorporated into the Project prior to Substantial Completion;

xxiii. no Developer Default shall have occurred and be continuing (except with respect to any Developer Default number (2), (3), (4) or (5) in Section 29.1.1 of the Project Agreement that shall be cured upon achievement of Substantial Completion) and in respect of which the City have not issued a Termination Notice pursuant to Section 30.2.2 of the Project Agreement);

xxiv. there exist no uncured Developer Defaults, except any Developer Default:
   A. which will be cured by achieving Substantial Completion;
   B. arising from a breach in respect of the O&M Work; or
   C. for which the applicable cure period has not expired; and

xxv. Developer shall have satisfied any other requirements and conditions that are required by the terms of the Project Agreement to have been satisfied prior to Substantial Completion.

4.2 Substantial Completion Notice

a. Developer shall provide the City and Independent Engineer with 60 Calendar Days’ advance notice of the date of expected Substantial Completion, which notice shall expressly and conspicuously state that it is being delivered pursuant to this Section 5.2.a.

b. During the 60 Calendar Day period following receipt by the City of a notice pursuant to Section 4.2.a, Developer, Independent Engineer, and the City shall meet, confer, and exchange information on a regular and cooperative basis, and the Independent Engineer shall conduct:
   i. an inspection of the entire Project and its components; and
   ii. such other investigation and review of reports, data and documentation, as in each case may be necessary (as determined by the Independent Engineer, acting reasonably) to evaluate whether all of the Substantial Completion Conditions have been satisfied.

c. After Developer has given a notice pursuant to Section 4.2.a, Developer shall provide the City and Independent Engineer a further notice when Developer considers that all Substantial Completion Conditions have been satisfied, which notice shall include a written certification, in form and substance reasonably acceptable to the Independent Engineer, that all Substantial Completion Conditions have been satisfied.

d. Within 14 Calendar Days after receipt of a notice and certification pursuant to Section 4.2.a, the Independent Engineer shall either:
   i. if they consider that all applicable Substantial Completion Conditions have been satisfied, issue a certificate to such effect (a “Substantial Completion Certificate”),
and the date of such Substantial Completion Certificate shall be the “Substantial Completion Date”; or

ii. if they do not consider that all Substantial Completion Conditions have been satisfied, notify Developer to such effect, specifying which Substantial Completion Conditions have not been satisfied and why they consider that such Substantial Completion Conditions have not been satisfied.

e. If the Independent Engineer issue a notice to Developer pursuant to Section 4.2.d.ii, then the procedures set out in this Sections b to d shall be repeated until the Independent Engineer issue a Certificate of Substantial Completion.

5. **FINAL ACCEPTANCE**

5.1 **Final Acceptance Conditions**

“Final Acceptance Conditions” means the following, each of which shall be construed as a separate and independent condition:

a. the Substantial Completion Date shall have occurred and all Substantial Completion Conditions shall remain satisfied;

b. the City shall have Approved Developer’s completion of all work with respect to all Substantial Completion Punch List items pursuant to Section 2 on the basis that the relevant D&C Work completed as a result of the completion of such Punch List items is in full compliance with the applicable requirements of the Project Agreement;

c. all previously identified Defects shall have been repaired, replaced or otherwise corrected and fully remedied as required by the Project Agreement and all Nonconforming Work shall have been remedied pursuant to Section 1.3 of Schedule 10 (Quality Management);

d. the City shall have received and Accepted a complete set of the As-Built drawings in the form and content required by Schedule 8 (Project Administration) and Schedule 15 (Design and Construction Requirements);

e. the Final Acceptance Condition specified in Section 4.1 shall have been, and shall remain, satisfied;

f. Developer shall have submitted certificates in respect of Final Acceptance in the form and content as required by Section 5.2;

g. Developer shall have submitted each Submittal which is identified as being required to be submitted prior to issuance of Final Acceptance in either (x) the “Schedule” column in any of the Submittals Tables or (y) any other part of the Project Agreement (excluding the Schedules referred to in this Schedule 4) and:

i. if Approval or other consent, approval or like assent of any such Submittal is required as indicated in the Submittals Tables or otherwise by the express terms of the Project Agreement, Developer shall have received such Approval or other consent, approval or like assent as applicable, of each such Submittal; and

ii. if any such Submittal is required to be submitted for Information as indicated in the Submittals Tables, the initial review period as determined pursuant to Section 3.2 of Schedule 11 (Submittals) shall have expired with respect to each such Submittal;

h. no Developer Default shall have occurred and be continuing (except with respect to any Developer Default number (2), (3) or (4) in Section 29.1.1 of the Project Agreement that shall be cured upon achievement of Final Acceptance) and in respect of which the City have not issued a Termination Notice pursuant to Section 33.1.3.a of the Project Agreement); and
i. Developer shall have satisfied any other requirements and conditions that are required by the terms of the Project Agreement to have been satisfied prior to Final Acceptance.

5.2 Final Acceptance Notice

a. Developer shall provide the City with 30 Calendar Days’ advance notice of the date of expected Final Acceptance, which notice shall expressly and conspicuously state that it is being delivered pursuant to this Section.

b. During the 30 Calendar Day period following receipt by the City of a notice pursuant to Section 5.2.a, Developer and the City shall meet, confer and exchange information on a regular and cooperative basis, and the City shall conduct:
   i. an inspection of the entire Project and its components; and
   ii. such other investigation and review of reports, data and documentation, as in each case may be necessary (as determined by the City, acting reasonably) to evaluate whether all of the Final Acceptance Conditions have been satisfied.

c. After Developer has given a notice pursuant to Section 5.2.a, Developer shall provide the City a further notice when Developer considers that all Final Acceptance Conditions have been satisfied, which notice shall include a written certification, in form and substance reasonably acceptable to the City, that all Final Acceptance Conditions have been satisfied.

d. Within 14 Calendar Days after receipt of a notice and certification pursuant to Section 5.2.a, the City shall either:
   i. if they consider that all applicable Final Acceptance Conditions have been satisfied, issue a certificate to such effect (“Final Acceptance Certificate”), and the date of such Final Acceptance Certificate shall be the “Final Acceptance Date”; or
   ii. if they do not consider that all Final Acceptance Conditions have been satisfied, notify Developer to such effect, specifying which Final Acceptance Conditions have not been satisfied and why they consider that such Final Acceptance Conditions have not been satisfied.

e. If the City issue a notice to Developer pursuant to Section 5.2.d.ii, then the procedures set out in Sections 5.2.b to d shall be repeated until the City issues a Final Acceptance Certificate.
1. EARLY O&M AVAILABILITY PAYMENTS

1.1 Early O&M Maximum Availability Payment

During the Early O&M Period, the Early O&M Maximum Availability Payment for [Calendar Year](y) ("EMAP<sub>y</sub>") shall be calculated as follows:

\[
EMAP<sub>y</sub> = \left( \sum EAPOb + \sum EAPOm \right) \times ESC<sub>y</sub>
\]

Where:

- \( \sum EAPOb \) means the aggregate of the Base Early O&M Availability Payments for each Early O&M Phase extant during a Calendar Year.
- \( \sum EAPOm \) means the aggregate of the Major Event Early O&M Availability Payments for each Early O&M Phase extant during a Calendar Year.
- \( ESC<sub>y</sub> \) means Escalation Factor calculated in accordance with Section 2.6.
- \( y \) means the Calendar Year for which the escalation-adjusted EMAP is being calculated.

If an Early O&M Phase Date occurs during a Calendar Year, the EMAP<sub>y</sub> shall be recalculated for all payments until the next Early O&M Phase Date or Substantial Completion, as applicable. Upon Substantial Completion, Availability Payment calculations shall be undertaken in accordance with Section 2.

1.2 Early Monthly Payments

Subject to any limitations and exceptions expressly provided in Section 1.3, Early O&M Availability Payments payable to Developer shall be calculated on a monthly basis. During the Early O&M Period, the Early Monthly Payment ("EMP") in any Month (m) within a Calendar Year (y) shall be calculated as follows:

\[
EMP_{m,y} = EMMP_{m,y} - EDA_m
\]

Where:

- \( EMMP_{m,y} \) means the Early O&M Maximum Monthly Payment for Month (m) being 90% multiplied by 1/12 of the Early O&M Maximum Availability Payment (EMAP) for Contract Year (y) as calculated in accordance with Section 1.1.
- \( EDA_m \) means the Excess Deductions Amount outstanding at the commencement of the current Month (m). Any EDA outstanding at the end of the Early O&M Period shall roll into the calculation of the first Monthly Payment.
- \( m \) means Month (m) in the Calendar Year for which EMP<sub>m</sub> is being calculated.

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1 The City intends to make Early O&M payments to the Developer for costs to operate the Phases 1 & 2 Facilities – but for certainty, not for other O&M During construction – following Handover of such Facilities to the Developer in accordance with Schedule 16B, during the D&C Period (the “Early O&M Period”). Such payments are expected to address just the APO (but not APR or APC) and the City expects that such APO payments shall be bid as part of the Financial Proposal. The draft payment provisions for the Early O&M Availability payment are set out in Section 1 of this Schedule 5 and they, along with the related definitions, are indicative at this stage. Further details of the physical demarcation of the Early O&M Phases, as well as the O&M Services to be delivered by the Developer during the Early O&M Period, will be provided in a future Addendum.
1.3 Early Quarterly Settlement Amount

During the Early O&M Period, for the Months of February, May, August and November of each Calendar Year, subsequently and in addition to the relevant Monthly Payment for each of those Months, the City shall pay to the Developer the following amount ("Early Quarterly Settlement Amount" or "EQSA"):

\[ EQSA_{q,y} = (EMAP_y \times 10\% / 4) - \sum EMD_{m,q,y} + \sum EEP_{q,y} + /- OA \]

Where:
- \( EMAP_y \) means the Early O&M Maximum Availability Payment for [Calendar Year] \( y \).
- \( EMD_{m,q,y} \) means the Early O&M Monthly Deductions ("EMD") incurred in respect of Month \( m \) of Quarter \( q \) of Calendar Year \( y \).
- \( EEP_{q,y} \) means each Early O&M Event Payment ("EEP") incurred during Quarter \( q \) of Calendar Year \( y \), during the Early O&M Period.
- \( OA \) means any Other Amounts due from one Party to another in respect of corrections to the calculation of the EMAP, EMP or EQSA as may be required from time to time.

Each Early O&M Event Payment (EEP) shall be calculated using the following formula:

\[ EEP_{q,y} = D \times DR \]

Where:
- \( D \) means the total number of week day, weekend or load in/load out Days (D) that make up a Non-Developer Event.
- \( DR \) means the Daily Rate (DR) in respect to week day, weekend or load in/load out Days, as applicable, as set out in Table 1 of Section 10.3. Where multiple Daily Rates apply during a Non-Developer Event, the relevant Daily Rates shall be multiplied by the number of relevant Days and aggregated to arrive at the EEP for such Non-Developer Event.

2. AVAILABILITY PAYMENTS

2.1 Annual Maximum Availability Payment

From the Substantial Completion Date to the Termination Date, the Maximum Availability Payment for Calendar Year \( y \) ("MAP\( y \)") shall be calculated as follows:

\[ MAP_y = (APC \times [1\%]^n) + [(APOb + APOm + APOe + APR) \times ESC_y] \]

Where:
- \( APC \) means the maximum Capital Availability Payment .
- \( n \) means the number of Calendar Years, including partial Calendar Years (expressed proportionately in decimals as a fraction of 1.00) between the Financial Proposal Submission Date and the commencement of the current Calendar Year \( y \).
Project Agreement  
Schedule 5, Payment Mechanism

**APOb** means the maximum Base O&M Availability Payment in relation to the Facilities.

**APOm** means the maximum Major Event O&M Availability Payment in relation to the Facilities.

**APOe** means the maximum Other Event O&M Availability Payment in relation to the Facilities being the total of Column G in Table 1 of Section 9.3.

**APR** means the maximum Renewal Availability Payment.

**ESC_y** means Escalation Factor calculated in accordance with Section 2.6.

The Availability Payment in any Calendar Year will never be less than zero or greater than the MAP for that given Calendar Year.

### 2.2 Monthly Payments

Subject to any limitations and exceptions expressly provided in Section 2.3, Availability Payments payable to Developer shall be calculated on a monthly basis. After the Substantial Completion Date and prior to the Termination Date, the Monthly Payment (“MP_m”) in any Month (m) within a Calendar Year (y) shall be calculated as follows:

\[
MP_{m,y} = MMP_m - EDA_m
\]

Where:

- \( MP_{m,y} \) means the Monthly Payment in respect of Month (m)
- \( MMP_m \) means the Maximum Monthly Payment for Month (m) being 90% multiplied by 1/12 of the Maximum Availability Payment (MAP) for Contract Year (y) as calculated in accordance with Section 2.1
- \( EDA_m \) means the Excess Deductions Amount outstanding at the commencement of the current Month (m)
- \( m \) means Month (m) in the Calendar Year for which MP_m is being calculated

### 2.3 Quarterly Settlement Amount

From Substantial Completion, for the Months of February, May, August and November of each Calendar Year, subsequently and in addition to the relevant Monthly Payment for each of those Months, the City shall pay to the Developer the following amount (Quarterly Settlement Amount):

\[
QSA_{q,y} = \left( MAP_y \times \frac{10\%}{4} \right) - \sum MD_{m,q,y} \pm \pm AR_{y-1} \pm \pm OA
\]

Where:

- \( QSA_{q,y} \) means the Quarterly Settlement Amount for Quarter (q) of Calendar Year (y)
- \( MAP_y \) means the Maximum Availability Payment for Calendar Year (y)
- \( MD_{m,q,y} \) means the Monthly Deductions incurred in respect of Month (m) of Quarter (q).
- \( AR_{y-1} \) means the Annual APOe Reconciliation (“AR”) relating to the prior Calendar Year (y-1) as calculated in accordance with Section 10.
Schedule 5-4

\( OA \) means any Other Amounts due from one Party to another in respect of corrections to the calculation of the MAP, MP or QSA as may be required from time to time.

For the avoidance of doubt, the Early O&M Quarterly Settlement Amount or the Quarterly Settlement Amount, as applicable, for any Quarter \( (q) \) may not be less than zero. Where the application of Monthly Deductions for Quarter \( (q) \) would cause the Early O&M Quarterly Settlement Amount or the Quarterly Settlement Amount to be negative, any such excess Monthly Deductions shall create, or add to, the “Excess Deductions Amount” which shall be subtracted from the following, and any future, Early O&M Maximum Monthly Payments or the Maximum Monthly Payments until the Excess Deductions Amount has been reduced to zero.

2.4 Partial Months

For partial Months that occur due to the occurrence of:

a. an Early O&M Phase Date;

b. the Substantial Completion Date; or

c. the Termination Date,

in each case not coinciding with the first day of a Month, a pro rata adjustment to the Early O&M Monthly Payment or the Monthly Payment and the Early O&M Quarterly Settlement or Quarterly Settlement Amount shall be made as applicable.

2.5 Failure to Properly Report and Record a D&C Noncompliance Failure, Availability Failure, Performance Failure or O&M Noncompliance Failure

In the event the Developer fails to report or describe the occurrence of, or to accurately describe the extent of, any D&C Noncompliance Failure, Availability Failure, Performance Failure or O&M Noncompliance Failure, the City will retroactively recalculate the applicable Deductions for the relevant period, and the difference between the originally calculated Deductions and the recalculated Deductions will be included in the Excess Deduction Amount in the calculation of the next Early O&M Quarterly Settlement Amount or Quarterly Settlement Amount, as applicable.

2.6 Escalation

The Escalation Factor (“ESC”) for each Year \( (y) \) shall be calculated in accordance with the following formula:

\[
ESC_y = \frac{CPI_{y-1}}{CPI_{base}}
\]

Where:

\( CPI_{y-1} \) means the value of CPI published in May of the Calendar Year \( (y-1) \) prior to the current Calendar Year \( (y) \)

\( CPI_{base} \) means the value of CPI corresponding to the most recently published Month as of the Financial Proposal Submission Date
3. EARLY O&M MONTHLY DEDUCTIONS AND MONTHLY DEDUCTIONS

3.1 Calculation of Early O&M Monthly Deductions and Monthly Deductions

a. For Months during the Early O&M Period the City may apply Early O&M Period Deductions as provided for in Section 1 and which shall be calculated in accordance with Section 3.3.

b. For Months from the Substantial Completion Date and prior to the Termination Date, the City may apply D&C Deductions (“DD”) and O&M Deductions (“OD”) (collectively, the “Deductions”) as provided for in Section 2 and this Section 3.

c. D&C Deductions shall be calculated in accordance with Section 3.2, shall accrue during the D&C Period, and shall be applied to the first Quarterly Settlement Amount and any unapplied D&C Deductions shall be included in the Excess Deductions Amount until they have been fully applied.

d. Early O&M Period Deductions and O&M Deductions shall be calculated in accordance with Section 3.3 and shall be applied to the next Early O&M Quarterly Settlement Amount or Quarterly Settlement Amount, as applicable, after the Early O&M Period Deduction or O&M Deduction was incurred. Any unapplied Early O&M Deductions or O&M Deductions shall be included in the Excess Deductions amount until they have been fully applied.

Monthly Deductions (“MDm”) shall be calculated as set out below:

\[ MD_m = DD + OD_m \]

Where:

- **DD** means, only with respect to the first calculation of the MDm, the aggregate D&C Deductions incurred during the D&C Period and calculated in accordance with Section 3.2.
- **OD_m** means the O&M Deductions in respect of Month (m) as calculated in accordance with Section 3.4.

3.2 D&C Deductions

During the D&C Period, D&C Deductions (“DD”) shall accrue in accordance with the following formula:

\[ DD = \left( \sum NCPD_I - NCPTD \right) \times NCRD \times ESC \]

Where:

- \( \sum NCPD_I \) means the aggregate of D&C Noncompliance Points (“NCPD”) incurred by the Developer in respect of D&C Noncompliance Failures \( I \) occurring during the [D&C Period] calculated in accordance with Section 3.
- **NCPTD** means D&C Noncompliance Points Threshold or [ ].
- **NCRD** means the D&C Noncompliance Point Rate or [$ ]
3.3 Early O&M Period Deductions and O&M Deductions

During the Early O&M Period and the O&M Period, Early O&M Period Deductions ("EOD") and O&M Deductions ("OD"), respectively, for Month (m) shall be calculated in accordance with the following formula:

\[ OD_m \text{ or } EOD_m = AD_m + PD_m + OND_m \]

Where:
- \( AD_m \) means the Availability Deductions incurred by the Developer in respect of the Month (m) as calculated in accordance with Section 4
- \( PD_m \) means the Performance Deductions incurred by the Developer in respect of the Month (m) as calculated in accordance with Section 5
- \( OND_m \) means the O&M Noncompliance Deductions incurred by the Developer in respect of the Month (m) as calculated in accordance with Section 6

3.4 Bedding-in Period

For the [90] days after the [Occupancy Readiness Date] of each Facility (the “Bedding-in Period”), the Early O&M Period Deductions or the O&M Deductions as calculated in accordance with Sections 2.3 and 2.4, as applicable, in respect of such Facility, shall be reduced by 50%.
4. D&C DEDUCTIONS

4.1 Calculation of D&C Noncompliance Points

On the occurrence of a D&C Noncompliance Failure the City may assess D&C Noncompliance Points in accordance with the following formula:

\[ NCPD_f = NCPD \times DP \]

Where:

- \( NCPD_f \) means the D&C Noncompliance Points ("NCPD") incurred by the Developer in respect of such D&C Noncompliance Failure \( f \) occurring during the D&C Period
- \( NCPD \) means the number of D&C Noncompliance Points in respect of the D&C Noncompliance Standard that has been breached by the Developer to cause the D&C Noncompliance Failure
- \( DP \) means the number of Deduction Periods that have commenced between the Failure Start Time and the Permanent Cure of the relevant D&C Noncompliance Failure

4.2 Application of D&C Noncompliance Points

With respect to any D&C Noncompliance Failure:

a. if the D&C Noncompliance Failure notified to the O&M Customer Service Center has been cured within the Grace Period then it will be deemed that no D&C Noncompliance Failure occurred on that occasion for the purpose of calculating D&C Noncompliance Points; and

b. if the D&C Noncompliance Failure notified to the O&M Customer Service Center has not been cured by the end of the Grace Period then it will be deemed that D&C Noncompliance Failure occurred from the end of the Grace Period and D&C Noncompliance Points shall be assessed in respect of each Permanent Cure Period, or partial Permanent Cure Period, up to and including the Permanent Cure Period encompassing the Logged Permanent Cure Time.
5. AVAILABILITY DEDUCTIONS

5.1 Total Availability Deductions

Availability Deductions for a Month (m) of [Calendar Year] (y) shall be calculated as follows:

\[ AD_m = \sum AD_{a,m} \]

Where:

\[ AD_{a,m} \] Availability Deduction for the relevant Area (a) for month (m)

5.2 Availability Deductions

a. In the event that an Area becomes Unavailable, or is deemed to be Unavailable per Sections 5.3 or 5.6, in the Month prior to the current Month (m-1) the City may make deductions from the Availability Payment in accordance with this Section 5.2. For the purposes of this Section 5.2, references to “Area” include references to any “Consequentially Unavailable Area.”

b. The corresponding Availability Deduction for the Area shall be calculated as follows:

\[ AD_{a,m} = \left[ AFDA_a \times ESC_y \times \left( DP_{n,m-1} + DP_{s,m-1} + SEI \right) \right] \times (1 + RR) \]

Where:

\[ AFDA_a \] Availability Failure Deduction Amount for the Area (a) for Calendar Year (y).

\[ ESC_y \] Escalation Factor calculated in accordance with Section 2.6.

\[ DP_{n,m-1} \] Aggregate number of Deduction Periods during an Availability Failure, occurring in the Month prior to the current Month, in respect of which Section 9.3 does not apply (i.e., there is not Special Event).

\[ DP_{s,m-1} \] Aggregate number of Deduction Periods during an Availability Failure, occurring in a Month prior to the current Month, in respect of which Section 9.3 applies (i.e., when there is a Special Event).

\[ SEI \] Special Event Increment as identified in Section 9.3.

\[ RR \] Repeat Failure Ratchet, equal to 0.5 when Section 9.1 applies, and equal to zero when Section 9.1 does not apply.

5.3 Facility Unavailability Events

a. Developer shall notify the City of any anticipated or actual Facility Unavailability Event as soon as reasonably practical.

b. Irrespective of whether the City elects to physically close the relevant Facility, then every Area within the Facility shall be deemed to be Unavailable for purposes of calculating the applicable Availability Deductions until such time it is deemed the conditions that meet the requirements for a Facility Unavailability Event no longer apply.
5.4 Consequential Unavailability

Where an Area is or at any time becomes Unavailable, and as a direct consequence of such Unavailability Users are unable to access, use safely or occupy for its intended purpose any other Area (the “Consequentially Unavailable Area”), then the Consequentially Unavailable Area shall be deemed to be Unavailable for any period during which the original Unavailability subsists. The Failure Start Time in respect of the Consequentially Unavailable Area will be deemed to be the same as that for the original Area that caused the Unavailability of the Consequentially Unavailable Area.
6. PERFORMANCE DEDUCTIONS

6.1 Total Performance Deductions

Total Performance Deductions (“PD”) for a Month (m) of Calendar Year (y) shall be calculated as follows:

\[ PD_m = \sum PD_{a,m} \]

Where:
- \( PD_{a,m} \) is Individual Performance Deduction for the relevant Area (a) for month (m).

6.2 Performance Deductions

In the event of a Performance Failure, the City may make deductions from the Availability Payment in accordance with this Schedule 5. If there is a Performance Failure in an Area during the Month prior to the current Month (m-1), the Performance Deduction (“\( PD_{a,m} \)”) for the Area (a) in the current Month (m) shall be calculated as follows:

\[ PD_{a,m} = \left[ PFDA_a \times ESC_y \times \left( DP_{n,m-1} + DP_{s,m-1} \times SEI \right) \right] \times (1 + RR) \]

Where:
- \( PFDA_a \) means Performance Failure Deduction Amount for a Performance Failure in Area (a).
- \( ESC_y \) means Escalation Factor calculated in accordance with Section 2.6.
- \( DP_{n,m-1} \) means Aggregate number of Deduction Periods during a Performance Failure, occurring in the Month prior to the current Month, in respect of which Section 9.3 does not apply (i.e., there is not a Special Event).
- \( DP_{s,m-1} \) means Aggregate number of Deduction Periods during a Performance Failure, occurring in the Month prior to the current Month, in respect of which Section 9.3 applies (i.e., when there is a Special Event).
- \( SEI \) means Special Event Increment as identified in Section 9.3.
- \( RR \) means Repeat Failure Ratchet, equal to 0.5 when Section 9.2 applies, and equal to zero when Section 9.2 does not apply.

6.3 Limitations on Performance Deductions

a. Where a Performance Failure is such that it can be classified as a failure to meet more than one Performance Standard in an Area then the City shall only be entitled to make Performance Deductions in respect of that failure by reference to the one such Performance Standard that results in the greatest Performance Deduction.

b. No Performance Deduction may be made in respect of any Area if an Availability Deduction is made by the City in respect of the Area affected by the Performance Failure for the same period of time that the Performance Failure subsists.
6.4 Commencement and Duration of Performance Failure

With respect to any Performance Failure, and subject to Section 6.3:

a. If the Performance Failure has been Temporarily Cured or Permanently Cured by the end of the Temporary Cure Period and Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that no Performance Failure occurred in that Area on that occasion for the purpose of calculating Performance Deductions.

b. If the Performance Failure has not been Temporarily Cured by the end of the first Temporary Cure Period, a Performance Deduction shall be made thereof and a new Temporary Cure Period shall commence. The Developer shall suffer a Performance Deduction in relation to every subsequent Temporary Cure Period during which the Performance Failure has not been Temporarily Cured. If the Developer Permanently Cures the Performance Failure during a Temporary Cure Period, such Permanent Cure shall also constitute a Temporary Cure for the purposes of this Section 6.4b.

c. Subject to Section 6.4b, if the Performance Failure has not been either Permanently Cured or Temporarily Cured by the end of the first Temporary Cure Period but has been Permanently Cured by the end of the first Permanent Cure Period, then it will be deemed that the Performance Failure occurred from the Failure Start Time for the duration of the first Temporary Cure Period and the first Permanent Cure Period and a Performance Deduction shall be made in respect thereof.

d. If the Performance Failure has been Temporarily Cured by the end of the first Temporary Cure Period but has not been Permanently Cured by the end of the first Permanent Cure Period, then it will be deemed that Performance Failure of that Area occurred from the end of the first Temporary Cure Period and a Performance Deduction shall be made in respect of each Permanent Cure Period, and partial Permanent Cure Period, up to and including the Permanent Cure Period in which the Performance Failure is Permanently Cured.

e. Subject to Section 6.4b, if the Performance Failure has not been Temporarily Cured by the end of the first Temporary Cure Period and has not been Permanently Cured by the end of the first Permanent Cure Period, then it will be deemed that Performance Failure occurred from the Failure Start Time and a Performance Deduction shall be made in respect of each of the Temporary Cure Period and the Permanent Cure Period, and partial Permanent Cure Period, up to and including the Permanent Cure Period encompassing the Logged Permanent Cure Time.
7. **O&M NONCOMPLIANCE DEDUCTIONS**

7.1 **Total O&M Noncompliance Deductions**

Total O&M Noncompliance Deductions ("OND") for a Month (m) of [Calendar Year] (y) shall be calculated as follows:

\[ OND_m = \left( \sum_{i=0}^{n} NCPO_{f,a,m-1,y} - NCPTO \right) \times NCRO \times ESC_y \]

Where:

- \( \sum_{i=0}^{n} NCPO_{f,a,m-1,y} \) means the aggregate of the O&M Noncompliance Points ("NCPO") incurred by the Developer in respect of a D&C Noncompliance Failure (f) in respect of Areas (a), occurring during the Month prior to the current Month (m-1) of [Calendar Year] (y) calculated in accordance with Section 7.2.

- \( NCPTO \) means O&M Noncompliance Points Threshold being [ ].

- \( NCRO \) means the O&M Noncompliance Point Rate being [$ ].

- \( ESC_y \) means the Escalation Factor calculated in accordance with Section 2.6.

7.2 **O&M Noncompliance Points Calculation**

If there is an O&M Noncompliance Failure, the O&M Noncompliance Points shall be calculated as follows:

\[ NCPO_{f,a,m-1,y} = NCPO \times DP \]

Where:

- \( NCPO_{f,a,m-1,y} \) means the O&M Noncompliance Points ("NCPO") incurred by the Developer in respect of an O&M Noncompliance Failure (i) occurring in respect of the O&M Services during Month (m) of Calendar Year (y).

- \( NCPO \) means the O&M Noncompliance Point value in respect of the O&M Noncompliance Standard that has been breached by the Developer to cause the O&M Noncompliance Failure.

- \( DP \) Means the number of Deduction Periods that have elapsed between the Failure Start Time and Permanent Cure of the relevant O&M Noncompliance Failure.

7.3 **Application of O&M Noncompliance Points**

With respect to any O&M Noncompliance Failure:

a. If the O&M Noncompliance Failure notified to the O&M Customer Service Center has been cured within the Grace Period then it will be deemed that no O&M Noncompliance Failure occurred on that occasion for the purpose of calculating O&M Noncompliance Points.

b. If the O&M Noncompliance Failure notified to the O&M Customer Service Center has not been cured by the end of the Grace Period then it will be deemed that O&M Noncompliance Failure occurred from the end of the Grace Period and O&M Noncompliance Points shall be assessed in respect of each Permanent Cure Period, or partial Permanent Cure Period, up to and including the Permanent Cure Period encompassing the Logged Permanent Cure Time.

8. **FAILURE NOTIFICATION, REPORTING AND CESSATION**
8.1 Notice of a Failure

a. If either Party becomes aware of a Failure, the Party shall provide notice to the O&M Customer Service Center (if given by the City, an “City Failure Notice,” and if given by Developer, a “Developer Failure Notice”), as soon as possible, containing the following information:

i. details of the relevant fault including, where applicable, the relevant Grace Period, Temporary Cure Period or Permanent Cure Period believed to be applicable to the relevant Failure; and

ii. the reasons, to the extent known, why the Failure has occurred.

b. Developer shall cause the O&M Customer Service Center to provide to the other Party a copy of any City Failure Notice or Developer Failure Notice, as applicable, promptly upon receipt of same and not later than 30 minutes following receipt.

c. The Failure Start Time in relation to any Failure shall be the earlier of the time at which the City or the Developer, as applicable, identified the Failure.

d. In the event that the City delivers a City Failure Notice, if a Failure that has a Grace Period or a Temporary Cure Period, is the subject of such notice, such Failure shall be deemed not to have a Grace Period or Temporary Cure Period, as applicable, even if a Grace Period or Temporary Cure Period is specified for such Failure in Annex 4 or Annex 5, as applicable;

e. The City’s determination regarding any Failure shall prevail for the purposes of calculating Deductions under this Schedule 5 pending any final determination pursuant to the Dispute Resolution Procedures.

8.2 Responding to City Failure Notice or Developer Failure Notice

a. Following delivery of a City Failure Notice or Developer Failure Notice, Developer shall, within a reasonable period of time, not to exceed four (4) hours, assess the Failure which has been notified to the O&M Customer Service Center in accordance with Section 7.1 and provide to the City in writing the following information to the extent possible using all reasonable efforts:

i. the cause of the Failure;

ii. the Grace Period, Temporary Cure Period or Permanent Cure Period, that applies per Annex 1, Annex 3 or Annex 4, if applicable;

iii. Developer’s plans for curing the Failure and the estimated period in which the Failure will be cured; and

iv. the extent, if any, to which the relevant Failure is caused by a Relief Event.

b. The Developer shall maintain a database in the O&M Customer Service Center containing the information required for each Failure in accordance with Section [2] of Schedule 17. The City shall have access to the data base on a real time basis. For so long as the Failure remains uncured, Developer shall cause the O&M Customer Service Center to notify the City promptly, on becoming aware of any change to information previously provided to the City regarding the Failure, with details of all such changes.

8.3 On a monthly basis, the Developer shall, along with the Monthly Payment Invoice prepare a Monthly O&M Report in accordance with Section 2.4.1 of Schedule 17 that, amongst other matters, sets
forth details of each Failure reported in the preceding Month together with confirmation of the time period between the Failure Start Time and the Logged Permanent Cure Time for each Failure.

8.4 Cessation of an O&M Noncompliance Failure

a. Developer shall immediately notify the O&M Customer Service Center in writing when any Failure has been Temporarily Cured or Permanently Cured, as applicable. The time of such notification will, subject to the other provisions of this Section 8.4, constitute the Logged Temporary Cure Time or Logged Permanent Cure Time, as applicable, in relation to such Failure and Developer shall cause the O&M Customer Service Center, as soon as is reasonably practicable after such notification by Developer, and in any event within 24 hours, to notify the City in writing that the relevant Failure has been so cured.

b. For the purposes of this Section 8.4, a Temporary Cure or a Permanent Cure is only effective when the Failure has been Temporarily Cured or Permanently Cured and such Temporary Cure or Permanent Cure has also been notified to the O&M Customer Service Center as set out in Section 8.4(a).

c. If, upon inspection, the City determines that such Failure has not been so cured, it shall notify Developer in writing and it shall be deemed that the Logged Temporary Cure Time or the Logged Permanent Cure Time, as applicable, in respect of the Failure has not yet occurred. The City’s decision will prevail for the purposes of determining whether the relevant Failure has been cured, subject to the right of Developer to refer the matter to the Dispute Resolution Procedures.

8.5 Written Notices

All notices required to be provided in writing under this Section 8 shall be deemed to have been provided in writing if provided by (a) email or (b) phone call. Developer shall convert any such phone call to an electronic message or electronic record in the O&M Customer Service Center to which the Parties are concurrently notified, in each case containing the applicable requisite information under this Section 8.
9. DEDUCTION RATCHETS, REDUCTIONS, AND TEMPORARY RELIEF FROM DEDUCTIONS

9.1 Repeat Failure Ratchet - Unavailability

a. Where three or more Availability Failures occur with respect to the same Availability Standard in the same Area during any rolling period of 20 days or during three consecutive Special Event Days, whichever is shorter, then a Repeat Failure Ratchet of 1.5 shall be applied to the third and every subsequent Availability Deduction for each Availability Failure related to the same Availability Standard in such Area during such 20-day period or three Special Events.

9.2 Repeat Failure Ratchet – Performance Failures

a. Where three or more Performance Failures occur with respect to the same Performance Standard in any rolling period of 20 days or during three consecutive Special Event Days, then a Repeat Failure Ratchet of 1.5 shall be applied to the third and every subsequent Performance Deduction for each Performance Failure related to the same Performance Standard in such 20-day period.

b. Further, there shall be no Temporary Cure Period, where applicable, for a Performance Failure which occurs within three days of the Permanent Cure of a Performance Failure in respect of the same Performance Standard caused by a re-occurrence of the same O&M Noncompliance Failure.

9.3 Special Event Increment

If an Area is subject to an Availability Failure or a Performance Failure during, or otherwise adversely impacting, a Non-Developer Event or a Major Event, for each Deduction Period so affected the Special Event Increment, as calculated in accordance with the table in this Section 8.3, shall apply to the relevant Availability Deductions or Performance Deductions resulting from such a Failure.

<table>
<thead>
<tr>
<th>Special Event</th>
<th>Special Event Increment²</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Western Stock Show</td>
<td>[10]</td>
</tr>
<tr>
<td>All Star Rodeo</td>
<td>[5]</td>
</tr>
<tr>
<td>Denver County Fair</td>
<td>[5]</td>
</tr>
<tr>
<td>All other Non-Developer Events</td>
<td>[5]</td>
</tr>
<tr>
<td>Developer Events</td>
<td>[5]</td>
</tr>
</tbody>
</table>

In the case of a Developer Event, the Special Event Increment shall only apply to Developer Events where the Deductions result from an Availability Failure.

² Illustrative only and subject to calibration.
10. ANNUAL APOe RECONCILIATION AND OPTIONAL SERVICES

10.1 Calculation of the Annual APOe Reconciliation

In the Monthly O&M Report submitted by the Developer, with the first Quarterly Settlement Amount after the end of a Calendar Year, the Developer shall include its calculation of the AR for the Calendar Year just ended (y-1) and reflect that calculation in the first Quarterly Settlement Amount of the current Calendar Year (y). $AR_{y-1}$ shall be calculated in accordance with the following formula:

$$AR_{y-1} = (APOe_{y-1} - APOe_{a,y-1}) \times ESC_{y-1}$$

Where:

- $APOe_{y-1}$ means the APOe for the prior [Calendar Year] (y-1) being the total of Column G in Table 1 of Section 10.3.

- $APOe_{a,y-1}$ means the Actual APOe for the prior [Calendar Year] (y-1) prepared by the Developer by populating Table 2 in Section 10.3.

- $ESC_{y-1}$ means the Escalation Factor calculated in accordance with Section 2.6 in respect of the prior [Calendar Year] (y-1).

10.2 Planned Event Day Change

At least six (6) Months prior to the end of a Calendar Year, the City may notify the Developer that it intends to decrease or increase the number of Days in the forthcoming [Calendar Year] set out in Column A of the table in Section 10.3 (“Planned Event Day Change”). A Planned Event Day Change may not, in aggregate, exceed 20% of the total Days as set out in Column A of the table in Section 10.3.

The Developer shall, within fifteen (15) days of receiving such request, notify the City of the impact on the APOe for the relevant Calendar Year, by multiplying the Planned Event Day Change by the relevant event Day Rates as set out in the Table 1 in Section 10.3. The City shall have fifteen (15) days from receipt of the impact calculation to accept the revised APOe figure. If the City does not respond during this period, or responds in the negative, then the APOe shall remain unchanged from the Days set out in Table 1 of Section 10.3.

If the City accepts the revised APOe figure provided by the Developer, the APOe,y in respect of the relevant Calendar Year, as included in the calculation in Section 2.1 and included in Column D of Table 1 in Section 10.3, shall be revised accordingly.

The Days contained in Column A of Table 1 in Section 10.3 shall revert to the original number at the end of the relevant Calendar Year for use in future Calendar Years.
10.3 APOe Tables

Table 1: APOe Calculation

<table>
<thead>
<tr>
<th>Event Size</th>
<th>Day</th>
<th>Day Rate</th>
<th>APOe</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C = A*B</td>
</tr>
<tr>
<td>Small</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medium</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large-Single Venue</td>
<td>51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large-Multiple Venues</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>135</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Day Rates and APOe to be drawn from Exhibit 15 of the Developer’s proposal.

---

3 Day Rates and APOe to be drawn from Exhibit 15 of the Developer’s proposal.
Table 2: APOe Actual Calculation

<table>
<thead>
<tr>
<th>Event Size</th>
<th>Day (actual)</th>
<th>Day Rate</th>
<th>APOe</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C = A*B</td>
</tr>
<tr>
<td>Small</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medium</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large-Single Venue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large-Multiple Venues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10.4 Optional Services

The City may book a Non-Developer Event in accordance with Schedule 18 and, as part of that booking, may request that the Developer provide any or all of the Optional O&M Services as set out in Table 17-3 of Schedule 17.

The Developer shall, as part of the Monthly O&M Report, prepared in accordance with Schedule 17, report the cost of the Optional O&M Services incurred during the relevant Month. The City shall make payment for such Optional O&M Services as an “Other Amount” in the following Quarterly Settlement Amount.
11. DEDUCTION THRESHOLD VALUES\(^4\)

11.1 D&C Increased Oversight Threshold

a. During the D&C Period, the Developer shall have exceeded the D&C Increased Oversight Threshold, where the Developer accrues, in aggregate, D&C Noncompliance Deductions and/or Early O&M Period Deductions, in excess of the following amounts:
   i. \([X]\) over a rolling 6 Month period; or
   ii. \([X]\) over a rolling 12 Month period

11.2 O&M Increased Oversight Threshold

a. During the [O&M Period], the Developer shall have exceeded the Increased Oversight Threshold, where the Developer incurs, in aggregate, O&M Deductions in excess of the following amounts:
   i. \([X]\) over a rolling 12 Month period; or
   ii. \([X]\) over a rolling 36 Month period;

b. All O&M Increased Oversight Threshold amounts will be subject to escalation in accordance with Section 2.6.

11.3 D&C Deduction Termination Threshold

a. During the D&C Period, the Developer shall have exceeded the D&C Deduction Termination Threshold, where the Developer accrues, in aggregate, D&C Noncompliance Deductions and/or Early O&M Period Deductions, in excess of the following amounts:
   i. \([X]\) over a rolling 6 Month period; or
   ii. \([X]\) over a rolling 12 Month period

11.4 O&M Deduction Termination Threshold

a. The Developer shall have exceeded the Deduction Termination Threshold, where the Developer incurs, in aggregate, O&M Deductions in excess of the following amounts:
   i. \([X]\) over a rolling 12 Month period; or
   ii. \([X]\) over a rolling 36 Month period;

b. All O&M Deduction Termination Threshold amounts will be subject to escalation in accordance with Section 2.6.

\(^4\) Values to be included in a subsequent Addendum.
## ANNEX 1 TO SCHEDULE 5

### D&C Noncompliance Standards

<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>D&amp;C Noncompliance Standard</th>
<th>Grace Period</th>
<th>Permanent Cure Period</th>
<th>Number of Points per Permanent Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Developer’s Management Process</td>
<td>Updates to the Project Management Plan (PMP)</td>
<td>Carry out and submit to the City updates to the Project Management Plan at times and in the manner prescribed in the Project Management Plan and in accordance with Schedule 10.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Developer’s Management Process</td>
<td>Compliance with PMP</td>
<td>Establish, maintain, and comply with any provision of the Project Management Plan as described in Schedule 10.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Developer’s Management Process</td>
<td>Compliance with QMP</td>
<td>Establish, maintain, update and comply with any provision of the Quality Management Plan as described in Schedule 11.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Developer’s Management Process</td>
<td>Compliance with Safety Plan</td>
<td>Establish, adhere to or enforce a safety policy, procedure, process, or guideline as required by the Safety Management Plan as described in Schedule 10.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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5 Permanent Cure Period, Grace Period, and Number of Points to be provided in a subsequent Addendum.
<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>D&amp;C Noncompliance Standard</th>
<th>Grace Period</th>
<th>Permanent Cure Period</th>
<th>Number of Points per Permanent Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>Developer’s Management Process</td>
<td>Employment of Key Personnel</td>
<td>Cause the continuous employment in connection with the Work of any of the Key Personnel required to be employed during the D&amp;C Period complying with the qualifications requirements or the time periods specified in Schedule 32.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Developer’s Management Process</td>
<td>Licensing of Key Personnel</td>
<td>Submit documentation demonstrating compliance with qualification requirements with regard to Key Personnel as described in Schedule 32.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Developer’s Management Process</td>
<td>Public Information and Communication’s Plan</td>
<td>Prepare, maintain and implement the D&amp;C Period Public Information and Communications Plan in accordance with the requirements detailed in Schedule 10.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Developer’s Management Process</td>
<td>Administrative process for Meetings</td>
<td>Conduct, attend or follow specified process in connection with any meeting during the D&amp;C Period as described in Schedule 9 including providing notification to the City of the meeting details.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Deliverables</td>
<td>General Deliverables</td>
<td>Prepare, implement, maintain, update or submit any plan, report, deliverable or other Deliverable in accordance with the provisions of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Deliverables</td>
<td>General Deliverables</td>
<td>Address or resolve the City’s comments with respect to any Deliverable, prior to the next submittal of the Deliverable in accordance with the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>D&amp;C Noncompliance Standard</td>
<td>Grace Period</td>
<td>Permanent Cure Period</td>
<td>Number of Points per Permanent Cure Period</td>
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</tr>
<tr>
<td>13</td>
<td>Deliverables</td>
<td>Noncompliance Reporting</td>
<td>Provide accurate, complete and timely reporting of (i) any Noncompliance Event and the Noncompliance Points accrued in respect of such Noncompliance Event, as required by Schedule 5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Project Delivery and Deliverables</td>
<td>State Requirements</td>
<td>Comply in a timely, accurate and complete manner with any of the Developer’s obligations (including any of the reporting requirements) contained in Section [ ] of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Deliverables</td>
<td>Submit insurance records</td>
<td>Submit documents verifying insurance coverage and payment of insurance premiums and renewals in accordance with Schedule 23 of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Deliverables</td>
<td>Permits</td>
<td>Deliver to the City: (a) any documentation required to be submitted pursuant to Section [ ] of the Agreement; or (b) copies of new or amended Permits obtained in accordance with Section [ ] of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Deliverables</td>
<td>Record keeping for Utilities</td>
<td>Make records relating to Utilities available as required by Schedule [ ].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>D&amp;C Noncompliance Standard</td>
<td>Grace Period</td>
<td>Permanent Cure Period</td>
<td>Number of Points per Permanent Cure Period</td>
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</tr>
<tr>
<td>19.</td>
<td>Deliverables</td>
<td>Materials testing records</td>
<td>Submit to the City records of materials testing and information to the City’s Quality Records Database in accordance with the requirements of Schedule 11 within the specified time periods and conforming to the requirements of Schedule 11.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>City Oversight</td>
<td>Inspection and Audit by the City or Governmental Authorities</td>
<td>Comply with any requirement to provide advance notice, access to Project Records, or otherwise ensure Reasonable Efforts to support the City or any Governmental Authority with regard to their rights to audit, review, inspection, or testing in accordance with Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>City Oversight</td>
<td>Provision of access to Project Records</td>
<td>Keep, maintain, permit access or make available to the City at the specified location, within specified time of request and for the specified retention period, any Project Record as required by Schedule 9.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>City Oversight</td>
<td>City Safe Access to Site and other off-Site locations</td>
<td>Provide safe physical access for the representatives of the City, to the Site or where materials are to be inspected, at an off-Site location and to Developer’s project field offices in connection with the Work and all inspections as required by Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>City Oversight</td>
<td>Increased Oversight</td>
<td>Comply with any Approved remedial plan required in accordance with the need for increased oversight by the City as detailed in Schedule 5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>D&amp;C Noncompliance Standard</td>
<td>Grace Period</td>
<td>Permanent Cure Period</td>
<td>Number of Points per Permanent Cure Period</td>
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</tr>
<tr>
<td>24.</td>
<td>Notification by Developer</td>
<td>Hazardous Substances</td>
<td>Comply with the Developer’s reporting or notification obligations under Section 10 of Schedule 15 in respect of Hazardous Substances.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Notification by Developer</td>
<td>Notification of Environmental breach</td>
<td>Notify the City of any breach by Developer of any Environmental Laws, Governmental Approvals or any of the Environmental Requirements.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>Notification by Developer</td>
<td>Utility Owner Compliance</td>
<td>Promptly notify the City (i) if any Utility Owner fails to comply with its respective URA or (ii) in accordance with Developer’s notification obligations pursuant to Schedule [].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>Notification by Developer</td>
<td>Railroad Compliance</td>
<td>Promptly notify the City regarding the compliance of Railroads with their respective RRAs during the D&amp;C Period in accordance with Schedule 15.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Project Delivery</td>
<td>Deliverable Compliance</td>
<td>Comply with any requirement applicable to, or obligation of Developer associated with, a Deliverable set out in the Agreement required to be submitted during the D&amp;C Period.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>Project Delivery</td>
<td>Maintain Utility Service</td>
<td>Maintain a Utility fully operational except as specifically permitted by the Utility Owner and by any affected property in accordance with Schedule [].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>D&amp;C Noncompliance Standard</td>
<td>Grace Period</td>
<td>Permanent Cure Period</td>
<td>Number of Points per Permanent Cure Period</td>
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<td>-------------------------------------------</td>
</tr>
<tr>
<td>30.</td>
<td>Nonconforming Work</td>
<td>Deliverables</td>
<td>Submit an updated NCR in accordance with Schedule 11 within [ ] Working Days after submission of an initial NCR in accordance with Schedule 11.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>Nonconforming Work</td>
<td>Deliverables</td>
<td>Submit a NCR in accordance with Schedule 11 upon issuance of a NCN by the City in accordance with Schedule [ ].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>Project Delivery</td>
<td>Environmental Requirements</td>
<td>Comply with the requirements of Environmental Laws or any of the Environmental Requirements as they relate to exceedance of permitted thresholds as required by applicable Law and all relevant Governmental Approvals.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>Developer’s Management Process</td>
<td>Compliance with O&amp;M Management Plan</td>
<td>Establish, maintain, update and comply with any provision of the O&amp;M Management Plan as described in Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>Developer’s Management Process</td>
<td>Compliance with OMP</td>
<td>Establish, maintain, update and comply with any provision of the Operations Management Plan as described in Schedule [17].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>Project Delivery</td>
<td>Deliverable Compliance</td>
<td>Comply with any requirement applicable to, or obligation of Developer associated with, a Deliverable set out in the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36.</td>
<td>Deliverables</td>
<td>Maintenance Reporting</td>
<td>Provide a complete, accurate and timely Annual O&amp;M Report as required by Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37.</td>
<td>Deliverables</td>
<td>Renewal Work Plan</td>
<td>Provide or revise an accurate and complete Renewal Work Plan and corresponding annual and five-year work schedules as required by Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>D&amp;C Noncompliance Standard</td>
<td>Grace Period</td>
<td>Permanent Cure Period</td>
<td>Number of Points per Permanent Cure Period</td>
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<td>------------------------------------------</td>
</tr>
<tr>
<td>38.</td>
<td>Deliverables</td>
<td>Maintenance Reporting</td>
<td>Provide a complete, accurate and timely Monthly O&amp;M Report as required by Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>39.</td>
<td>Project Delivery</td>
<td>Subcontracting Requirements</td>
<td>Meet the requirements of Section 16 of the Project Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40.</td>
<td>Project Delivery</td>
<td>Punch List</td>
<td>Prepare, maintain or timely deliver in accordance with Schedule 11 a Punch List as required during the D&amp;C Period (or a modification thereto) containing all items of Work to be completed, corrected, adjusted or modified.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41.</td>
<td>Developer’s Management Process</td>
<td>Updates to the Environmental Compliance Work Plan (ECWP)</td>
<td>Carry out and submit to the City updates to the ECWP at times and in the manner prescribed in the Project Management Plan and in accordance with Section 10 of Schedule 15.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42.</td>
<td>Nonconforming Work</td>
<td>Deliverables</td>
<td>Submit a NCR in accordance with Schedule 11 within 24 hours after Developer first becomes aware of the Nonconforming Work.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43.</td>
<td>Nonconforming Work</td>
<td>Nonconforming Work Remedy</td>
<td>Complete a Nonconforming Work Remedy within the Approved timeframe.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44.</td>
<td>Nonconforming Work</td>
<td>Corrective Action</td>
<td>Complete any Corrective Action within the timeframe identified in the Approved Corrective Action Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45.</td>
<td>Developer’s Management Process</td>
<td>Updates to the Safety Plan</td>
<td>Carry out and submit to the City updates to the Safety Plan at times and in the manner prescribed in the Safety Plan and in accordance with Schedule 10.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## ANNEX 2 TO SCHEDULE 5

### Area Priority Category Listing

<table>
<thead>
<tr>
<th>Unique ID</th>
<th>Area Name</th>
<th>Area Type</th>
<th>Description</th>
<th>Number of Units</th>
<th>Contents/Key Features/Design Criteria</th>
<th>Priority Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>AR-01</td>
<td>Arena Hall</td>
<td>Sport and Entertainment</td>
<td>Stock Show floor and athlete field of play</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AR-02</td>
<td>Athlete Changing Room</td>
<td>Sport and Entertainment</td>
<td>Athletes changing facilities with showers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AR-03</td>
<td>Meeting Room</td>
<td>Event Operations</td>
<td>Event organizers meeting room</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AR-04</td>
<td>Concourses</td>
<td>General Admission Spectators</td>
<td>Spectators circulation area</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AR-05</td>
<td>Wash Rooms</td>
<td>General Admission Spectators</td>
<td>Spectator toilet facilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AR-06</td>
<td>ADA Wash Rooms</td>
<td>General Admission Spectators</td>
<td>Disabled spectator toilet/ change facilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AR-07</td>
<td>First Aid Rooms</td>
<td>General Admission Spectators</td>
<td>Spectator medical facilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AR-08</td>
<td>Suites</td>
<td>Premium Spectators</td>
<td>VIP/ Premium spectator boxes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

6 To be further elaborated in a subsequent Addendum.
<table>
<thead>
<tr>
<th>AR-09</th>
<th>Premium Washrooms</th>
<th>Premium Spectators</th>
<th>VIP/ Premium toilet facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>AR-10</td>
<td>Venue Media Center</td>
<td>Media</td>
<td>Press office space</td>
</tr>
</tbody>
</table>
# Performance Standards

<table>
<thead>
<tr>
<th>Ref</th>
<th>Performance Standard</th>
<th>Temporary Cure Period</th>
<th>Permanent Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide the Light O&amp;M Services in accordance with Schedule 17 and otherwise comply with any requirements of Schedule 17 that apply during the D&amp;C Period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Provide O&amp;M Services for Non-Developer Events in accordance with the requirements of Schedule 17, including scheduling O&amp;M Services in a manner that minimizes disruptions to such events.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Maintain any element of the Facilities in accordance with the requirements in Schedule 17, including the Minimum O&amp;M Service Standards for Buildings and Equipment and Building Systems identified in Exhibit 18-A of Schedule 17.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Conduct [100%] of fire and life safety maintenance within the timeframes scheduled in the Developer's maintenance plans, which shall be in accordance with statutory requirements, insurance carrier requirements and manufacturer recommendations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Conduct [100%] of all other scheduled maintenance within the timeframes scheduled in the Developer's maintenance plans, which shall be in accordance with statutory requirements and manufacturer recommendations. All scheduled maintenance not completed within the times scheduled in the Developer's Maintenance Plans shall be completed within [30] days of its scheduled date.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Undertake Demand Maintenance within the stipulated Temporary Cure Period or Permanent Cure Period set out in Annex 4 of Schedule 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Provide elevator availability of [97.5%] for each elevator within each Facility, in each month.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Temporary Cure Period, Permanent Cure Period and Recording Frequency to be included in a subsequent Addendum.
<table>
<thead>
<tr>
<th>Ref</th>
<th>Performance Standard</th>
<th>Temporary Cure Period</th>
<th>Permanent Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Respond and safely release users trapped in an elevator by suitably trained Developer personnel, under the supervision of certified elevator technicians and/or fire department personnel.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Ensure an adequate, continuous supply of all Utilities to each of the Facilities 24 hours a day, 7 days per week (excluding disruptions in service caused by a Utility Company).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Supply emergency Utilities within the stipulated in Schedule 17 in the event of a disruption from a Utilities Company requiring supply of emergency Utilities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Perform Custodial and Housekeeping Services in accordance with the requirements of Schedule 17, and in accordance with the Developer's custodial and housekeeping services plans.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Maintain a high standard of cleanliness in all areas of each Facility and the Site, in accordance with the requirements in Schedule 17, including the Cleaning Quality Standards identified in Exhibit 18-A of Schedule 17.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Carry out [100%] of Scheduled Cleaning within the times scheduled in its housekeeping service plans.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Carry out [100%] of Reactive cleaning within the time periods set out in Schedule 17.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Collect, segregate, transport and provide all Waste Management Services in accordance with Schedule 17.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Ensure that no garbage and refuse container in any Facility or across the Site achieves more than [75%] capacity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Performance Standard</td>
<td>Temporary Cure Period</td>
<td>Permanent Cure Period</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------</td>
<td>-----------------------</td>
</tr>
</tbody>
</table>
| 17  | Achieve in any year, the following minimum diversion from landfill rates of waste and recyclable materials for City owned facilities’ waste streams:  
- [50%] diversion by 2023  
- [75%] diversion by 2028  
- [90%] diversion by 2032 |                       |                       |
| 18  | Carry out [100%] of all reactive or on-call Pest Control Services within the stipulated in Schedule 17.                                                                                                               |                       |                       |
| 19  | Perform Security Management Services in accordance with the requirements Schedule 17, and in accordance with the Developer’s security management plans.                                                                |                       |                       |
| 20  | Provide an access control system, in accordance with Schedule 17.                                                                                                                                                    |                       |                       |
| 21  | Provide a comprehensive camera surveillance system and/or ensure that such system connects to the Denver Policy Department Milestone system.                                                                            |                       |                       |
| 22  | Respond to any security-related event within the targets below, including:  
- Answering all calls in less than [60] seconds;  
- Where required, physically attending non-emergency security-related events within [15] minutes of notification to the Security Control Center; and  
| 23  | Comply with the Developer’s role in its emergency and contingency plans in response to any emergency or circumstance in Schedule 17.                                                                              |                       |                       |
| 24  | Remedy occurrences of vandalism or graffiti at any of the Facilities or Site within the stipulated times set out in Schedule 17.                                                                                       |                       |                       |
### Table: Payment Mechanism

<table>
<thead>
<tr>
<th>Ref</th>
<th>Performance Standard</th>
<th>Temporary Cure Period</th>
<th>Permanent Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Provide Roads, Grounds and Landscape Management Services in accordance with the requirements in Schedule 17, including maintaining any element of the Site in accordance with the Minimum O&amp;M Service Standards for roads and Landscaping Services identified in Exhibit 18-A of Schedule 17.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Comply with the snow and ice removal requirements of Schedule 17.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Remove all snow and ice from sidewalks within the Public Streets ROW, Triangle Common Areas and Phases 1&amp;2 Common Areas within [2] hours after a snowfall event has ended.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Provide the Parking Management Services, in accordance with Schedule 17.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Ensure that entrances, exits and roadways are clear from obstructions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Provide the necessary labor and technology to properly collect fees for the parking areas; whether the collection is automated or not.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Complete the Handyman Services by the Handyman Services Due Date.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Provide Campus-Wide Services in accordance with the requirements in Schedule 17, including the Minimum O&amp;M Service Standards for identified in Exhibit 18-A of Schedule 17.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** For the avoidance of doubt, where the Temporary Cure Period or Permanent Cure Period are indicated as N/A then the categories and periods within Table 2 of Annex 5 are to be used.
# ANNEX 4 TO SCHEDULE 5

## O&M Noncompliance Standards

<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>O&amp;M Noncompliance Standard</th>
<th>Grace Period</th>
<th>Permanent Cure Period</th>
<th>Number of Points per Permanent Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Developer’s Management Process</td>
<td>Updates to the Project Management Plan (PMP)</td>
<td>Carry out and submit to the City updates to the Project Management Plan at times and in the manner prescribed in the Project Management Plan and in accordance with Schedule 10.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Developer’s Management Process</td>
<td>Compliance with PMP</td>
<td>Maintain, or comply with any provision of the Project Management Plan (PMP) as described in Schedule 10.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Developer’s Management Process</td>
<td>Compliance with Safety Plan</td>
<td>Adhere to or enforce a safety policy, procedure, process, or guideline as required by the Safety Plan as described in Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Developer’s Management Process</td>
<td>Environmental Compliance Work Plan (ECWP)</td>
<td>Implement, maintain and comply with any provision of the ECWP as described in Section 10 of Schedule 15.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

8 Permanent Cure Period, Grace Period, and Number of Points to be provided in a subsequent Addendum.

City and County of Denver  
National Western Center Triangle Project  
Annex 4-1
<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>O&amp;M Noncompliance Standard</th>
<th>Grace Period</th>
<th>Permanent Cure Period</th>
<th>Number of Points per Permanent Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>Developer's Management Process</td>
<td>Administrative process for Meetings</td>
<td>Conduct, attend or follow specified process in connection with any meeting during the Operating Period as described in Schedule 17 including providing notification to the City of the meeting details.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Developer’s Management Process</td>
<td>Updates to the Service Standards</td>
<td>Provide timely, accurate and complete updates to the Service Standards in accordance with Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Developer’s Management Process</td>
<td>Employment of Key Personnel</td>
<td>Cause the continuous employment in connection with the O&amp;M Work of any of the Key Personnel required to be employed during the Operating Period complying with the qualifications requirements or the time periods specified in Schedule 32.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Developer’s Management Process</td>
<td>Licensing of Key Personnel</td>
<td>Submit documentation demonstrating compliance with qualification requirements with regard to Key Personnel in accordance with Schedule 32.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Developer’s Management Process</td>
<td>Public Information and Communications Plans</td>
<td>Prepare, maintain and implement the Operations Period Public Information and Communications Plan in accordance with the requirements detailed in Schedule 10.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Deliverables</td>
<td>General Deliverables</td>
<td>Prepare, implement, maintain, update or submit any plan, report, deliverable or other Deliverable during the Operating Period in accordance with the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Deliverables</td>
<td>General Deliverables</td>
<td>Address or resolve the City’s comments with respect to any Deliverable prior to the next submittal of the Deliverable in accordance with the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>O&amp;M Noncompliance Standard</td>
<td>Grace Period</td>
<td>Permanent Cure Period</td>
<td>Number of Points per Permanent Cure Period</td>
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</tr>
<tr>
<td>15</td>
<td>Deliverables</td>
<td>Maintenance Reporting</td>
<td>Provide a complete, accurate and timely Annual O&amp;M Report as required by Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Deliverables</td>
<td>Noncompliance Reporting</td>
<td>Provide accurate, complete and timely reporting of (i) any Noncompliance Events and the Noncompliance Points accrued in respect of such Noncompliance Event, in any such case as required by Schedule 5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Deliverables</td>
<td>Renewal Work Plan</td>
<td>Provide or revise an accurate and complete Renewal Work Plan and corresponding annual and five-year renewal work schedules as required by Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Deliverables</td>
<td>Handback Reserve Account</td>
<td>Provide any report setting forth accurate and complete calculations of the Handback Reserve Amount in accordance with Schedule 21.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Project Delivery and Deliverables</td>
<td>State Requirements</td>
<td>Comply in a timely, accurate and complete manner with any of the Developer’s obligations contained in Section [] of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Deliverables</td>
<td>Permits</td>
<td>Deliver to the City: (a) any documentation required to be submitted pursuant to Section [] of the Agreement; or (b) copies of new or amended Permits obtained in accordance with Section [] of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Deliverables</td>
<td>Submit insurance records</td>
<td>Submit documents verifying insurance coverage and payment of insurance premiums and renewals in accordance with Schedule 23 of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>O&amp;M Noncompliance Standard</td>
<td>Grace Period</td>
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<td>------------------------------------------</td>
</tr>
<tr>
<td>23</td>
<td>Deliverables</td>
<td>Residual Life Methodology Report</td>
<td>Prepare and submit a timely, accurate and complete Residual Life Methodology Report in accordance with Schedule 21.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Deliverables</td>
<td>Handback Inspection and Report</td>
<td>Conduct Handback Inspections or prepare and submit a timely and complete Handback Inspection Reports in accordance with Schedule 21.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>City Oversight</td>
<td>Inspection and Audit</td>
<td>Comply with any requirements to provide advance notice, access to Project Records, or otherwise ensure Reasonable Efforts to support the City or any Governmental Authority with regard to their rights to audit, review, inspect, or conduct tests in accordance with Section [ ] of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>City Oversight</td>
<td>Provision of access to Project Records</td>
<td>Keep, maintain, permit access or make available to the City at the specified location, within specified time of request and for the specified retention period, any Project Record as required by Section [ ] of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>City Oversight</td>
<td>City Safe Access to Site and other off-Site locations</td>
<td>Provide safe physical access for representatives of the City to the Site or where materials are to be inspected, at an off-Site location and to Developer’s project field offices in connection with the O&amp;M Work and all inspections as required by Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>City Oversight</td>
<td>Increased Oversight</td>
<td>Comply with any Approved remedial plan required in accordance with the need for increased oversight by the City as detailed in Schedule 5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Project Delivery</td>
<td>Punch List</td>
<td>Prepare, maintain or timely deliver in accordance with Schedule 11 a Punch List (or a modification thereto) containing all items of Work to be completed, corrected, adjusted or modified.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>O&amp;M Noncompliance Standard</td>
<td>Grace Period</td>
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<td>Number of Points per Permanent Cure Period</td>
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</tr>
<tr>
<td>30</td>
<td>Notification by Developer</td>
<td>Hazardous Substances</td>
<td>Comply with the Developer’s reporting or notification obligations under Section 10 of Schedule 15 in respect of Hazardous Substances.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Notification by Developer</td>
<td>Notification of Environmental breach</td>
<td>Notify the City of any breach by Developer of any Environmental Laws, Governmental Approvals, or any of its Environmental Requirements.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Inspections and Standards</td>
<td>Timely and accurate Inspections</td>
<td>Perform timely and accurate inspections in accordance with Schedule 17 in respect of Renewal Work or for any of the inspections identified in the Schedule.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Project Delivery</td>
<td>Timely Performance of Renewal Work</td>
<td>Perform Renewal Work at the time or in the manner set forth in Developer’s Annual Renewal Work Plan and in accordance with the Annual Renewal Work Schedule.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Project Delivery</td>
<td>Maintain Utility Service</td>
<td>Maintain a Utility fully operational except as specifically permitted by the Utility Owner and by any affected property in accordance with Schedule [ ].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Project Delivery</td>
<td>Environmental Requirements</td>
<td>Comply with the requirements of Environmental Laws or any of the Environmental Requirements as they relate to, exceedance of permitted thresholds, as required by applicable Law and all relevant Governmental Approvals.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Nonconforming Work</td>
<td>Deliverables</td>
<td>Submit an updated NCR in accordance with Schedule 11 within [ ] Working Days after submission of an initial NCR in accordance with Schedule 11.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Nonconforming Work</td>
<td>Deliverables</td>
<td>Submit a NCR in accordance with Schedule 11 within [ ] Working Days of issuance of a NCN by the City in accordance with Schedule [ ].</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Project Agreement
#### Schedule 5, Payment Mechanism

<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>O&amp;M Noncompliance Standard</th>
<th>Grace Period</th>
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</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>Project Delivery</td>
<td>Deliverable Compliance</td>
<td>Comply with any requirement applicable to, or obligation of Developer associated with, a Deliverable set out in the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Developer’s Management Process</td>
<td>Compliance with OMP</td>
<td>Maintain, update and comply with any provision of the Operations Management Plan as described in Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Developer’s Management Process</td>
<td>Compliance with Renewal Work Requirements</td>
<td>Establish, maintain, update and comply with any requirement related to Renewal Work as set out in Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Project Delivery</td>
<td>Deliverable Compliance</td>
<td>Comply with any requirement applicable to, or obligation of Developer associated with, a Deliverable set out in the Agreement and effective during the Operating Period.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Developer’s Management Process</td>
<td>Compliance with QMP</td>
<td>Maintain, update and comply with any provision of the Quality Management Plan during the Operating Period as described in Schedule 11.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Deliverables</td>
<td>Record keeping for Utilities</td>
<td>Make records relating to Utilities available as required by Schedule [ ].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Deliverables</td>
<td>Materials testing records</td>
<td>Submit to the City records of materials testing and information to the City’s Quality Records Database in accordance with the requirements of Schedule 11 within the specified time periods and conforming to the requirements of Schedule 11.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>O&amp;M Noncompliance Standard</td>
<td>Grace Period</td>
<td>Permanent Cure Period</td>
<td>Number of Points per Permanent Cure Period</td>
</tr>
<tr>
<td>-----</td>
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<td>-------------------------------------------</td>
</tr>
<tr>
<td>46.</td>
<td>Project Delivery</td>
<td>Subcontracting Requirements</td>
<td>Meet the requirements of Section 16 of the Agreement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47.</td>
<td>Developer's Management Process</td>
<td>Updates to the Environmental Compliance Work Plan (ECWP)</td>
<td>Carry out and submit to the City updates to the ECWP at times and in the manner prescribed in the Project Management Plan and in accordance with Section 10 of Schedule 15.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48.</td>
<td>Nonconforming Work</td>
<td>Deliverables</td>
<td>Submit a NCR in accordance with Schedule 11 within 24 hours after Developer first becomes aware of the Nonconforming Work.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49.</td>
<td>Nonconforming Work</td>
<td>Nonconforming Work Remedy</td>
<td>Complete a Nonconforming Work Remedy within the Approved timeframe.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50.</td>
<td>Nonconforming Work</td>
<td>Corrective Action</td>
<td>Complete any Corrective Action within the timeframe identified in the Approved Corrective Action Plan.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51.</td>
<td>Developer's Management Process</td>
<td>Updates to the O&amp;M Safety Plan</td>
<td>Carry out and submit to the City updates to the O&amp;M Safety Plan at times and in the manner prescribed in the O&amp;M Safety Plan and in accordance with Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.</td>
<td>Project Delivery</td>
<td>Applicable Standards</td>
<td>Comply with all applicable laws/standards and City Policies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>53.</td>
<td>Project Delivery</td>
<td>Site Inspections</td>
<td>Conduct any Inspection and provide follow-up report on findings.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54.</td>
<td>Developer's Management Process</td>
<td>O&amp;M Services Plans and Manuals</td>
<td>Submit all plans within the required timeframes and with the required content (including all documents forming part of the plans), as set out in Schedule 17, unless otherwise previously agreed with the City.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## O&M Noncompliance Standard

<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>O&amp;M Noncompliance Standard</th>
<th>Grace Period</th>
<th>Permanent Cure Period</th>
<th>Number of Points per Permanent Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>Project Delivery</td>
<td>O&amp;M CSC</td>
<td>Maintain the integrity of the details recorded by the O&amp;M CSC - i.e. the Developer is not to amend, delete or alter any details recorded by the O&amp;M CSC, unless otherwise approved by the City.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Project Delivery</td>
<td>O&amp;M Reporting and Liaison</td>
<td>Submit all monthly and annual reports within the required timeframes and with the required content, as set out in Schedule 17, including Exhibit 17-B, unless otherwise previously agreed with the City.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Developer’s Management Process</td>
<td>MMIS</td>
<td>Provide a Computer-Aided Facility Management System (CAFM) that provides the functions listed in Schedule 17, and provide to the City read-only access to such CAFM at any time.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Developer’s Management Process</td>
<td>MMIS</td>
<td>Provide a Building Management System (BMS) that is functional and available to the City in accordance with Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>Project Delivery</td>
<td>Satisfaction Survey</td>
<td>Achieve a rating equal to or greater than [ ] on any aspect of each Satisfaction Survey as described in Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>Project Delivery</td>
<td>O&amp;M CSC</td>
<td>Provide an O&amp;M Customer Services Center that is accessible 24 hours per day, 7 days per week to all categories of users and all means described in Schedule 17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Project Delivery</td>
<td>O&amp;M CSC</td>
<td>Provide services for the O&amp;M Customer Services Center, in accordance with the requirements described in Section [ ] of Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>Project Delivery</td>
<td>O&amp;M CSC</td>
<td>Respond to all requests or enquiries within [60] seconds for requests made my phone and/or provide an automatic email within [60] seconds for requests made electronically.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>O&amp;M Noncompliance Standard</td>
<td>Grace Period</td>
<td>Permanent Cure Period</td>
<td>Number of Points per Permanent Cure Period</td>
</tr>
<tr>
<td>-----</td>
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</tr>
<tr>
<td>63</td>
<td>Project Delivery</td>
<td>Utilities Maintenance Services</td>
<td>Inform the City of all disruptions to any Utility: (a) In no more than [10] minutes upon the occurrence of unscheduled disruptions, and (b) Not less than seven days prior to scheduled interruptions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>Project Delivery</td>
<td>Security Management Services</td>
<td>Provide a Security Control Center as described within Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>Project Delivery</td>
<td>Security Management Services</td>
<td>Security Control Center shall record the information for each security request, as described in Schedule 17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Project Delivery</td>
<td>Security Management Services</td>
<td>Coordinate with the City regarding access control system parameters such as restricted areas, cards and key order approvals, in accordance with Section [ ] of Schedule 17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Project Delivery</td>
<td>Parking Management Services</td>
<td>Cooperate with the City regarding parking rates for Non-Developer Events.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Private Development</td>
<td>Replacement Lead Real Estate Developer</td>
<td>Appoint a new Lead Real Estate Developer, including receiving the City’s Approval, in accordance with Section 7.3 of Schedule 14.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEX 5 TO SCHEDULE 5

Availability Failure and Performance Failure Deduction Amounts

Table 1: Availability Failure Deduction Amounts

<table>
<thead>
<tr>
<th>Area Priority Category*</th>
<th>Permanent Cure Period</th>
<th>Availability Failure Deduction Amount (AFDA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1]</td>
<td>15 minutes</td>
<td>$</td>
</tr>
<tr>
<td>[2]</td>
<td></td>
<td>$</td>
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<td>[3]</td>
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<td>[4]</td>
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<td>$</td>
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<td>[5]</td>
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<td>[6]</td>
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<td>[7]</td>
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<tr>
<td>[8]</td>
<td></td>
<td>$</td>
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<tr>
<td>[9]</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

*From Annex 2

Table 2: Performance Failure Deduction Amounts

<table>
<thead>
<tr>
<th>Area Priority Category*</th>
<th>Performance Failure Deduction Amount (PFDA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1]</td>
<td></td>
</tr>
<tr>
<td>[2]</td>
<td></td>
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<tr>
<td>[3]</td>
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<td>[4]</td>
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<td>[5]</td>
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<td>[6]</td>
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<td>[7]</td>
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<tr>
<td>[8]</td>
<td></td>
</tr>
<tr>
<td>[9]</td>
<td></td>
</tr>
</tbody>
</table>

*From Annex 2

---

9 AFDA and PFDA amounts to be provided in a subsequent Addendum.
Schedule 6
Compensation on Termination

1. COMPENSATION ON TERMINATION FOR CONVENIENCE, CITY DEFAULT

The Termination Amount payable by the City to the Developer in connection with:

a. any termination of the Project Agreement by the City in its discretion pursuant to Section 30.2.1 thereof;

b. any termination of the Project Agreement by the Developer for City Default pursuant to Section 30.2.3 thereof; or

c. any Termination by Court Ruling pursuant to Section 30.2.3 of the Project Agreement that arises by reason of a City Default,

shall equal the amount calculated at the Termination Date (without double-counting) as:

d. if such Termination Date occurs on or prior to the Substantial Completion Date, the lesser of:

i. the amount calculated pursuant to clause e. below as the amount otherwise payable if the Termination Date occurs after the Substantial Completion Date; and

ii. the “Adjusted Termination D&C Work Value” calculated as follows:

A. Termination D&C Work Value; plus

B. Subcontractor Breakage Costs; plus

C. an amount equal to the sum of:

I. interest accrued or payable with respect to Project Debt through the Termination Date (but, with respect to default interest, only to the extent that it arose as a result of the City making any payment later than the date that it was due under this Agreement);

II. customary and reasonable commitment fees, agent, and trustee fees with respect to Project Debt; and

III. customary and reasonable issuance and commitment fees with respect to a letter of credit supporting any Committed Investment, in each case owing or outstanding to the Lenders, or with respect to a letter of credit securing Committed Investment, to the provider of such letter of credit, by Developer under or pursuant to the Financing Documents on the Termination Date, plus

D. the lesser of:

I. the amount of Early O&M Work costs scheduled in the Financial Model to be incurred by the Developer through and including the Termination Date; and

II. the actual amount of Early O&M Work costs incurred by the Developer through and including the Termination Date; plus

E. Insurance Premiums paid by the Developer less any rebates due under any early termination policy; minus

F. the aggregate of all Early Monthly Payments and Early Quarterly Settlement Amount payments made by the City; plus
G. as reimbursement, any other documented Project costs and expenses incurred by the Developer (excluding any such Project costs and expenses incurred in connection with Private Development) in an amount not to exceed the greater of (I) $[15,000,000] or (II) [5]% of the Termination D&C Work Value; minus

H. the Initial Takedown Payment; minus

I. subject to Section 4.1 of this Schedule 6, any Termination Deduction Amount; and

e. if such Termination Date occurs after the Substantial Completion Date (and, if such Termination Date occurs on or prior to the Substantial Completion Date, for purposes of clause d.i. above), the amount calculated as follows:

i. the greater of:
   A. all amounts shown in the then current Financial Model as payable by the Developer as Distributions after the Termination Date to:
      I. Equity Members with respect to direct equity investments; and
      II. Equity Members or to any of their Affiliates pursuant to any Equity Member Funding Agreement,
      which amounts shall be discounted at the Base Case Equity IRR from the date on which each such Distribution is shown in the Financial Model to be payable to the Termination Date, minus Deferred Equity Amounts; and
   B. $0,
   plus (if such amount is positive) or minus (if such amount is negative),

ii. an amount equal to:
   A. Lenders’ Liabilities; plus
   B. Subcontractor Breakage Costs; plus
   C. Account Balances; minus
   D. Insurance Claim Proceeds; minus
   E. subject to Section 4.1 of this Schedule 6, any Termination Deduction Amount.

2. COMPENSATION ON TERMINATION BY COURT RULING, OR TERMINATION FOR EXTENDED EVENTS

The Termination Amount payable by the City to the Developer in connection with:

a. any Termination by Court Ruling (other than any such termination that arises by reason of a Developer Default or a City Default); or

b. any Termination for Extended Events,

shall equal the amount calculated at the Termination Date (without double-counting) as:

c. if such Termination Date occurs on or prior to the Substantial Completion Date, the lesser of:

i. the amount calculated pursuant to clause d. below as the amount otherwise payable if the Termination Date occurs after the Substantial Completion Date; and

ii. the Adjusted Termination D&C Work Value; and
d. if such Termination Date occurs after the Substantial Completion Date (and, if such Termination Date occurs on or prior to the Substantial Completion Date, for purposes of clause c.i. above), the amount calculated as follows:

i. the greater of:

A. all amounts contributed to the Developer prior to the Termination Date by:
   I. Equity Members in the form of direct equity investments; and
   II. Equity Members or any of their Affiliates in the form of Equity Member Debt,

   minus, an amount equal to all Distributions made by the Developer to the Equity Members on or before the Termination Date; and

B. $0,

   plus (if such amount is positive) or minus (if such amount is negative), an amount equal to:
   I. Lender’s Liabilities; plus
   II. Subcontractor Breakage Costs; plus
   III. Account Balances; minus
   IV. Insurance Claim Proceeds; minus
   V. subject to Section 4.1 of this Schedule 6, any Termination Deduction Amount.

3. COMPENSATION ON TERMINATION FOR DEVELOPER DEFAULT OR FAILURE TO ORGANIZE

The Termination Amount payable by the City to the Developer in connection with:

a. any termination of the Project Agreement by the City for Developer Default;

b. any Termination by Court Ruling that arises by reason of a Developer Default; or

c. any termination of the Project Agreement pursuant to Section 31.2.5 of the Project Agreement,

shall equal the amount calculated at the Termination Date (without double-counting) as:

d. if such Termination Date occurs on or prior to the Substantial Completion Date, the lesser of:

i. an amount equal (whether positive or negative) to:

   A. the lesser of:

      I. the amount referred in [appropriate reference to be added in a subsequent Addendum] in the Financial Proposal, representing the maximum scheduled amount payable by the Developer to the Lead Contractor for delivery of the D&C Work, for certainty excluding amounts payable for any Early O&M Work otherwise reflected therein, as such maximum amount may be adjusted to reflect a corresponding amendment to or Change under, this Agreement (less any amount paid by the City in respect of any such Change or Amendment); minus
Project Agreement  
Schedule 6 - Compensation on Termination

2. Cost to Complete; and

II. Termination D&C Work Value,

plus,
B. the lesser of:

I. the amount of Early O&M Work costs scheduled in the Financial Model to be incurred by the Developer through and including the Termination Date; and

II. the actual amount of Early O&M Work costs incurred by the Developer through and including the Termination Date; minus

C. the aggregate of all Early Monthly Payments and Early Quarterly Settlement Amount payments made by the City; minus

D. the Initial Takedown Payment; minus

E. any Termination Deduction Amount.

and

ii. an amount (whether positive or negative) equal to:

A. Lenders’ Liabilities; minus

B. Account Balances; minus

C. Insurance Claim Proceeds; minus

D. any Termination Deduction Amount.

e. if such Termination Date occurs after the Substantial Completion Date, the lesser of:

i. an amount (whether positive or negative) equal to:

A. Lenders’ Liabilities; minus

B. Maintenance Rectification Costs; minus

C. Account Balances; minus

D. Insurance Claim Proceeds; minus

E. any Termination Deduction Amount; and

ii. an amount (whether positive or negative) equal to:

A. 80% of Lenders’ Liabilities; minus

B. Account Balances; minus

C. Insurance Claim Proceeds; minus

D. any Termination Deduction Amount.

4. MISCELLANEOUS COMPENSATION PROVISIONS

4.1 Termination Deduction Amount

The City shall only be entitled to deduct any Termination Deduction Amount when calculating any Termination Amount pursuant to Section 1 or 2 to the extent that, after making such deduction, the Termination Amount payable to the Developer would not be less than an amount equal to the Lenders’ Liabilities.

4.2 Timing of Payment of Termination Amount

City and County of Denver  
National Western Center Triangle Project  
Addendum #2  
March 5, 2020  
Schedule 6-4
Any Termination Amount shall be due and payable by the City within the time period provided in Section 30.3 of the Project Agreement.

4.3 Treatment of Negative Termination Amount Calculations

a. To the extent that any Termination Amount calculated pursuant to this Schedule 6 is calculated to be less than zero, then such Termination Amount shall be deemed to equal zero, except, with respect to any Termination Amount calculated pursuant to Section 3 in connection with:

i. a Developer Default numbered (10) [commission of a Prohibited Act], (12) [Exclusion/debarment] (16) [failure to comply with Safety Compliance Order] in Section 29.1.1 of the Project Agreement; or

ii. any Developer Default arising as the result of a Developer-Related Entity’s fraud or criminal conduct.

b. Subject to the foregoing, if the Termination Amount is less than zero, then the such amount will be treated as a debt due and owing from the Developer to the City, which the Developer shall pay to the City within 60 Calendar Days after the Termination Date.

4.4 Calculation of Termination Amount and Debt Provider’s Liabilities

The City shall be entitled to rely on a certificate of the Collateral Agent as conclusive as to the amount of:

a. the Lenders’ Liabilities outstanding at the relevant time; and

b. the amount of any Account Balances with respect to accounts held with the Collateral Agent or any other Lender at the relevant time.

4.5 Handback Activities

The Developer shall comply with its obligations under Section 31 of the Project Agreement as a condition precedent to the City’s payment of any Termination Amount.

4.6 Gross Up of Termination Amount

If any Termination Amount calculated at the Termination Date takes into account amounts determined or anticipated in accordance with provisos d. or e. of the definition of Lenders’ Liabilities in Part A of Annex A (Definitions and Abbreviations) of the Project Agreement, and such amounts cannot be definitively calculated as of the Termination Date, then the City shall adjust the Termination Amount by such net (positive or negative) amount as the City reasonably determines is required pursuant to the definition of Lenders’ Liabilities.
## Required Insurances

### 1. D&C PERIOD INSURANCES

#### 1.1 City Provided Insurance Policies under the ROCIP:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Workers’ Compensation and Employer’s Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured:</td>
<td>City; Developer; and each Subcontractor eligible for enrollment in the ROCIP</td>
</tr>
<tr>
<td>Policy Limits:</td>
<td>Workers’ Compensation: statutory limits of the State</td>
</tr>
<tr>
<td></td>
<td>Employer’s Liability: $2,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 disease per employee; and</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 disease policy limit</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Commencing on the date of issuance of NTP1 and ending on the Substantial Completion Date</td>
</tr>
<tr>
<td>Additional Terms:</td>
<td>• Voluntary compensation endorsement</td>
</tr>
<tr>
<td></td>
<td>• Waiver of subrogation as required by the Project Agreement</td>
</tr>
<tr>
<td></td>
<td>• 60 days’ notice of cancellation (except 10 days for non-payment of premium)</td>
</tr>
<tr>
<td>Insurer:</td>
<td>Admitted/authorized in the State; AM Best rating of AX or better</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Commercial General Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured:</td>
<td>City; Developer; and each Subcontractor eligible for enrollment in the ROCIP</td>
</tr>
<tr>
<td>Additional Insured:</td>
<td>Others where required by written contract</td>
</tr>
<tr>
<td>Policy Limits:</td>
<td>$2,000,000 per occurrence;</td>
</tr>
<tr>
<td></td>
<td>$4,000,000 general aggregate; and</td>
</tr>
<tr>
<td></td>
<td>$4,000,000 completed operations aggregate</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Commencing on the date of issuance of NTP1 and ending on the Substantial Completion Date, provided that products and completed operations coverage shall be in effect through the statute of repose</td>
</tr>
</tbody>
</table>
Additional Terms:

- Primary and non-contributory to any insurance or self-insurance otherwise available to insured parties
- All limits dedicated to the Project
- No exclusions for explosion, collapse, or underground (XCU)
- No exclusions for cross-liability between named insureds and/or additional named insureds
- Additional insureds covered for completed operations to the same extent as the Named Insureds when required by written contract
- Waiver of subrogation provided in favor of additional insureds when required by written contract
- Liability covers acts or omissions of Developer’s employees engaged in the work and employees of Subcontractors
- 60 days’ notice of cancellation (except 10 days for non-payment of premium)
- Non-vitiation clause

Insurer:
Admitted/authorized in the State; AM Best rating of AX or better

c.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Excess Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured:</td>
<td>City; Developer; and each Subcontractor eligible for enrollment in the ROCIP, but only with respect to liability arising out of the Project</td>
</tr>
<tr>
<td>Policy Limits:</td>
<td>$200,000,000 per occurrence and in the aggregate. Limits will be project specific</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Commencing on the date of issuance of NTP1 and ending on the Substantial Completion Date</td>
</tr>
<tr>
<td>Additional Terms:</td>
<td>Follows form of Employers’ Liability and Commercial General Liability</td>
</tr>
</tbody>
</table>

d.
### Coverage | Builders Risk (for new construction and existing structures being renovated)
--- | ---
**Form:** | Builders All Risk (BAR) Completed Value Form
**Named Insured:** | Developer and Subcontractors performing D&C Work
**Additional Named Insured:** | City
**Policy Term:** | Commencing on the date of issuance of NTP2 and ending on the Substantial Completion Date
**Policy Limits:** | 100% of the Estimated Hard Construction Value
**Sub Limits:** | • Inland transit $10,000,000
• Offsite storage $10,000,000
• Expediting expenses/extra expense $10,000,000
• Demolition, increased cost of construction including undamaged property $50,000,000
• Debris removal $50,000,000
• Professional Fees $5,000,000
• Delay in start up – not less than 12 months
• Mold $1,000,000
**Coverage Extensions/Conditions:** | • Soft cost coverage covering increased expense incurred as a result of covered damage
• Civil authority or ingress/egress clauses
• Blanket waiver of subrogation as required by contract
• Design error/faulty workmanship exclusion, except ensuing loss not otherwise excluded is covered
• Cold and hot testing coverage
• Policy will respond in priority to Developer’s rights to recover under the Project Agreement
• Occupancy permitted without limitation
**Insured Perils:** | All risk of direct physical loss or damage, including fire, lightning, windstorms, tornado, explosion, collapse, flood, earthquake, sinkhole and certified act of terrorism under TRIPRA 2015
### Insured Property:
All real and personal property in the course of construction (including materials to be incorporated therein) including footings, foundations, and excavation costs, installation, testing and/or commissioning related to the Project.

### Valuation:
Replacement cost for property damage.

### Insurer:
Admitted/authorized or eligible surplus lines insurer in the State; AM Best rating of XV or better.

#### Coverage

<table>
<thead>
<tr>
<th>Property (for existing structures not under construction and structures completed under D&amp;C Work)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Form:</strong></td>
</tr>
<tr>
<td><strong>Named Insured:</strong></td>
</tr>
<tr>
<td><strong>Loss Payees:</strong></td>
</tr>
<tr>
<td><strong>Policy Limit:</strong></td>
</tr>
</tbody>
</table>

#### Sub Limits:
- Offsite storage $10,000,000
- Expediting expenses/extra expense $10,000,000
- Demolition, increased cost of construction including undamaged property $25,000,000
- Debris removal $25,000,000
- Professional Fees $25,000

#### Additional Terms:
- Civil authority or ingress/egress clauses
- Insurance company cancellation 60 days; notice (except 10 days for non-payment of premium)
- Design error/faulty workmanship exclusion, except ensuing loss not otherwise excluded is covered
- No region-specific exclusions
- Non-subrogation against named insured
- Business interruption
**Insured Perils:**
All risk of direct physical loss or damage, including fire, lightning, windstorms, tornado, explosion, collapse, flood, earthquake, sinkhole and terrorism

**Insured Property:**
All real and personal property of every description

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Contractors Pollution Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form:</td>
<td>Claims-made</td>
</tr>
<tr>
<td>Named Insured:</td>
<td>City; Developer; and each Subcontractor eligible for enrollment in the ROCIP</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Commencing on the date of issuance of NTP2 and ending on the Final Acceptance Date, plus a minimum extended reporting period of eight (8) years</td>
</tr>
<tr>
<td>Project Policy Limit:</td>
<td>$25,000,000 minimum per claim</td>
</tr>
<tr>
<td>Specific Terms and Conditions:</td>
<td>• 60 days’ notice of cancellation (except 10 days for non-payment of premium)</td>
</tr>
<tr>
<td></td>
<td>• Coverage must be primary and non-contributing</td>
</tr>
<tr>
<td></td>
<td>• Natural resource damages must be covered</td>
</tr>
<tr>
<td></td>
<td>• Coverage includes illicit abandonment at project site</td>
</tr>
<tr>
<td></td>
<td>• Waiver of subrogation in favor of the City</td>
</tr>
<tr>
<td></td>
<td>• Covered Operations – all those performed by or on behalf of the named insured</td>
</tr>
<tr>
<td></td>
<td>• Bodily Injury definition – deemed to include mental anguish, shock, mental injury or illness and medical monitoring costs whether or not accompanied by physical injury or illness by any person or persons</td>
</tr>
<tr>
<td></td>
<td>• Property Damage definition – deemed to include diminution in value of third party property whether or not accompanied by physical damage</td>
</tr>
<tr>
<td></td>
<td>• Named insured interest in joint ventures to be included/delete joint venture exclusion</td>
</tr>
<tr>
<td></td>
<td>• Coverage for transportation (in transit, loading and unloading exposure) to or from jobsite</td>
</tr>
</tbody>
</table>
### 1.2 Developer Provided Insurance Policies:

- **Coverage**
  - Form: ISO Business Automobile Policy or equivalent
  - Named Insured: Developer and/or Subcontractors to maintain individual policies
  - Additional Insured: City
  - Minimum Policy Limits: $1,000,000 combined single limit
  - Policy Term: Required during the term of the Project Agreement

- **Business Automobile Liability**
  - Additional Terms:
    - 60 days’ notice of cancellation (except 10 days for non-payment of premium)
    - Indemnified Parties as additional insureds
    - Waivers of subrogation where required by the Project Agreement
    - Interests and protections of each additional insured will not be affected by any misrepresentation, act or omission of a named insured or any breach by a named insured
    - Endorsement – Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) for any Contractor who will at any time transport Contaminated Materials
    - Pollution Liability – Broadened Coverage for Covered Autos – Form MCS-90 Endorsement for Motor Carrier Policies of Insurance
## Required Insurances

### for Public Liability under Sections 29 and 30 of Motor Carrier Act of 1980

- Policy will respond in priority to Developer’s rights to recover under the Project Agreement

### Insurer:
Admitted/authorized in the State; AM Best rating of AX or better

---

### Coverage

<table>
<thead>
<tr>
<th>Professional Liability</th>
</tr>
</thead>
</table>
| **Name Insured:** 
  Developer; the Lead Contractor, and any other Subcontractor performing engineering, design, or other professional services in connection with the Work on the Project. |
| **Form:** 
  Claims-made |
| **Retroactive Date:** 
  Full retroactive coverage to the date of first design |
| **Policy Term/ Extended Reporting Period:** 
  Commencing on the date of issuance of NTP1 and ending on the Final Acceptance Date, plus a minimum extended reporting period of five years |
| **Minimum Policy Limits:** 
  $10,000,000 per claim/$10,000,000 in the aggregate for Lead Contractor. Lead Contractor will also provide said evidence of insurance, unless they have no design function. Any additional subcontractors performing design, engineering, or preconstruction work shall maintain minimum limits of $1,000,000 per claim/$1,000,000 in the aggregate. |
| **Key Coverages:** 
  - No exclusions or limitations for consequential or delay damages or exceeded cost estimate
  - No exclusion for environmental claims (environmental consultants – may be provided under pollution policy)
  - Policy will respond in priority to Developer’s rights to recover under the Project Agreement
  - Coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City or Developer |

### Insurer:
Admitted/authorized in the State; AM Best rating of AX or better
c. **Coverage** | **Railroad Liability and Railroad Protective Liability**
--- | ---
**Policy Limits:** | Not less than $5,000,000 per occurrence and $10,000,000 in the aggregate or, if higher, such other limits as required by UPRR, BNSF, or DRIR in connection with the Work and the Project

**Policy Term:** | Commencing on the date of issuance of NTP1 and ending on the Substantial Completion Date

**Insurer:** | Admitted/authorized in the State; AM Best rating of AX or better

d. **Coverage** | **Aircraft Liability**
--- | ---
**Named Insured:** | Developer or Subcontractor providing aircraft (including unmanned) operations

**Minimum Policy Limits:** | Not less than $1,000,000 per occurrence and $15,000,000 in the aggregate

**Policy Term:** | Commencing on the date of issuance of NTP1 and ending on the Substantial Completion Date

**Additional Terms:** | Where the only aircraft used in the performance of the Work and the Project are unmanned aerial vehicle(s), at the option of the Developer, such coverage may instead be provided under the Commercial General Liability Insurance Policy required pursuant to this Schedule 7

**Insurer:** | Admitted/authorized in the State; AM Best rating of AX or better
e. **Coverage** | **Off-Site Workers’ Compensation & Employers’ Liability**
--- | ---
**Named Insured:** | Developer; Subcontractors undertaking off-site activities in connection with the D&C Work; all Subcontractors not eligible for enrollment in the ROCIP

**Minimum Policy Limits:** | Workers’ Compensation: Statutory limits of the State
Employers’ Liability: $1,000,000 per occurrence
$1,000,000 disease per employee
$1,000,000 disease policy limit

Policy Term: Commencing on the date of issuance of NTP1 and ending on the Substantial Completion Date

Insurer: Admitted/authorized in the State; AM Best rating of AX or better

### Coverage

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Off-Site Commercial General Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured:</td>
<td>Developer; Subcontractors undertaking off-site activities in connection with the D&amp;C Work; all Subcontractors not eligible for enrollment in the ROCIP</td>
</tr>
<tr>
<td>Additional Insured:</td>
<td>City</td>
</tr>
<tr>
<td>Minimum Policy Limits:</td>
<td>$2,000,000 general aggregate;</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 products/completed operations aggregate;</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 personal/advertising injury; and</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each occurrence limit</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Commencing on the date of issuance of NTP1 and ending on the Substantial Completion Date</td>
</tr>
</tbody>
</table>

### 2. O&M PERIOD INSURANCES

#### 2.1 City Provided Insurance Policies:

a. Property Insurance

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Property Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form:</td>
<td>All Risk Property</td>
</tr>
<tr>
<td>Named Insured:</td>
<td>City</td>
</tr>
<tr>
<td>Loss Payee:</td>
<td>Developer with respect to the portions of the O&amp;M Work for which Developer is responsible</td>
</tr>
<tr>
<td>Additional Loss Payees:</td>
<td>Lenders</td>
</tr>
</tbody>
</table>
### Project Agreement

**Schedule 7, Required Insurances**

<table>
<thead>
<tr>
<th>Policy Term:</th>
<th>Commencing on the Substantial Completion Date and ending on the Expiry Date¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Limit:</td>
<td>Replacement value</td>
</tr>
</tbody>
</table>
| Sub Limits:  | • Offsite storage $10,000,000  
               • Expediting expenses/extra expense $10,000,000  
               • Demolition, increased cost of construction including undamaged property $25,000,000  
               • Debris removal $25,000,000  
               • Professional Fees $25,000 |
| Additional Terms: | • Civil authority or ingress/egress clauses  
                         • Insurance company cancellation 60 days; notice (except 10 days for non-payment of premium)  
                         • Design error/faulty workmanship exclusion, except ensuing loss not otherwise excluded is covered  
                         • No region-specific exclusions  
                         • Non-subrogation against named insured |
| Insured Perils: | All risk of direct physical loss or damage including fire, collapse, lightning, flood, explosion, sinkhole, boiler and machinery, and terrorism |
| Insured Property: | All real and personal property of every description |
| Valuation: | Replacement cost for property damage  
              Actual loss sustained for business interruption resulting in loss of project revenues |
| Insurer: | Admitted/authorized in the State; AM Best rating of AX or better |

### 2.2 Developer Provided Insurance Policies:

a. | Coverage | Workers’ Compensation & Employers’ Liability |
---|---|---|

---

¹ City is currently evaluating commencing coverage at the start of the first Early O&M Phase. Any changes will be reflected in a subsequent Addendum.
Named Insured: Developer and Subcontractors performing the O&M Work

Minimum Policy Limits: Workers’ Compensation: statutory limits of the State
Employer’s Liability: $1,000,000 per occurrence
$1,000,000 disease per employee; and
$1,000,000 disease policy limit

Policy Term: Commencing on the Substantial Completion Date and ending on the Expiry Date

Insurer: Admitted/authorized in the State; AM Best rating of AX or better

b.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Commercial General Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured:</td>
<td>Developer and Subcontractors performing the O&amp;M Work</td>
</tr>
<tr>
<td>Additional Insured:</td>
<td>City</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Commencing on the Substantial Completion Date and ending on the Expiry Date</td>
</tr>
</tbody>
</table>
| Minimum Policy Limits: | $2,000,000 general aggregate;  
$2,000,000 products/completed operations aggregate;  
$2,000,000 personal/advertising injury; and  
$1,000,000 each occurrence limit  
These limits can be provided through a combination of primary and excess/umbrella policies |

c.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Professional Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured:</td>
<td>Developer; the Lead Contractor, and any other Subcontractor performing engineering, design, or other professional services in connection with the Work on the Project.</td>
</tr>
</tbody>
</table>
### Schedule 7, Required Insurances

**Form:** Claims-made

**Retroactive Date:** Full retroactive coverage to the date of first design

**Policy Term/Extended Reporting Period:** Commencing on the Substantial Completion Date and ending on the Expiry Date, plus a minimum extended reporting period of five years

**Policy Limits:** $10,000,000 per claim/$10,000,000 in the aggregate for Lead Contractor. Lead Contractor will also provide said evidence of insurance, unless they have no design function. Any additional subcontractors performing design, engineering, or preconstruction work shall maintain minimum limits of $1,000,000 per claim/$1,000,000 in the aggregate.

**Key Coverages:**
- No exclusions or limitations for consequential or delay damages or exceeded cost estimate
- No exclusion for environmental claims (environmental consultants – may be provided under pollution policy)
- Policy will respond in priority to Developer’s rights to recover under the Project Agreement
- Coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City or Developer

**Insurer:** Admitted/authorized in the State; AM Best rating of AX or better

---

d.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Excess Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured:</td>
<td>Developer and Subcontractors, as identified by the Developer as requiring additional limits based on the scope of work, performing the O&amp;M Work</td>
</tr>
<tr>
<td>Additional Insured:</td>
<td>City</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Commencing on the Substantial Completion Date and ending on the Expiry Date</td>
</tr>
<tr>
<td>Minimum Policy Limits:</td>
<td>$10,000,000 general aggregate; $10,000,000 products/completed operations aggregate; $5,000,000 personal/advertising injury; and</td>
</tr>
</tbody>
</table>
**Schedule 7, Required Insurances**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Business Automobile Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form:</td>
<td>ISO Business Automobile Policy or equivalent</td>
</tr>
<tr>
<td>Named Insured:</td>
<td>Developer and/or Subcontractors to maintain individual policies</td>
</tr>
<tr>
<td>Additional Insured:</td>
<td>City</td>
</tr>
<tr>
<td>Minimum Policy Limits:</td>
<td>$15,000,000 combined single limit</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Required during the term of the Project Agreement</td>
</tr>
</tbody>
</table>

**Additional Terms:**

- 60 days’ notice of cancellation (except 10 days for non-payment of premium)
- Indemnified Parties as additional insureds
- Waivers of subrogation where required by the Project Agreement
- Interests and protections of each additional insured will not be affected by any misrepresentation, act or omission of a named insured or any breach by a named insured
- Endorsement – Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) for any Contractor who will at any time transport Contaminated Materials
- Pollution Liability – Broadened Coverage for Covered Autos – Form MCS-90 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of Motor Carrier Act of 1980
- Policy will respond in priority to Developer’s rights to recover under the Project Agreement

**Insurer:**

Admitted/authorized in the State; AM Best rating of AX or better
### Coverage

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Contractors Pollution Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form:</td>
<td>Occurrence form preferred/claims-made acceptable</td>
</tr>
<tr>
<td>Named Insured:</td>
<td>Subcontractors performing O&amp;M Work with environmental exposures</td>
</tr>
<tr>
<td>Additional Insured:</td>
<td>Developer, City</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Commencing on the Substantial Completion Date and ending on the Expiry Date</td>
</tr>
<tr>
<td>Minimum Policy Limits:</td>
<td>$5,000,000 minimum specific to the Project only</td>
</tr>
<tr>
<td>Specific Terms and Conditions:</td>
<td>• 60 days’ notice of cancellation (except 10 days for non-payment of premium)</td>
</tr>
<tr>
<td></td>
<td>• Coverage must be primary and non-contributing</td>
</tr>
<tr>
<td></td>
<td>• Natural resource damages must be covered</td>
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<tr>
<td></td>
<td>• Coverage includes illicit abandonment at project site</td>
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<td></td>
<td>• Named insured interest in joint ventures to be included/delete joint venture exclusion</td>
</tr>
<tr>
<td></td>
<td>• Coverage for transportation (in transit, loading and unloading exposure) to or from jobsite</td>
</tr>
<tr>
<td></td>
<td>• Non-owned disposal site coverage – for treatment, storage or disposal facilities which receive hazardous materials from the Project</td>
</tr>
<tr>
<td></td>
<td>• No exclusions for radioactive matter/naturally occurring radioactive materials</td>
</tr>
<tr>
<td></td>
<td>• No exclusions for mold, asbestos and lead/lead paint</td>
</tr>
</tbody>
</table>
• Coverage for punitive/exemplary damages, civil fines and penalties, where insurable by law
• Policy will respond in priority to Developer’s rights to recover under the Project Agreement

| Insurer: | Admitted/authorized or eligible surplus lines insurer in the State; AM Best rating of AX or better |

### 2.3 Indexation

a. All dollar figures in the City Provided Insurance Policy requirements set out in Sections 1.1 and 2.1 and the Developer Provided Insurance Policy requirements set out in Sections 1.1 and 2.2 shall be indexed annually pursuant to Section 2 of Annex A to the Project Agreement.

b. All dollar limits of liability in the Developer Provided Insurance Policy requirements set out above in Section 2.2 under the headings “Commercial General Liability,” “Business Automobile Liability,” and “Pollution Liability” shall be indexed:
   i. on the fifth anniversary of the Substantial Completion Date with respect to the preceding five-year period; and
   ii. on each fifth anniversary of the initial indexation pursuant to this Schedule with respect to the preceding five-year period,

in either case, pursuant to Section 2 of Annex A to the Project Agreement.

c. After indexation has been applied from time to time, the Developer's and, where applicable, the City’s, obligation shall be to take out and maintain, or to cause the obtaining and maintenance of, insurance pursuant to Section 23 of the Project Agreement and this Schedule where the limits are as close to and in excess of the indexed values as is reasonably obtainable in the insurance market, provided that such obligation shall only apply to newly placed or renewed Insurance Policies and not to the Insurance Policies in effect at such time as the indexation applies.
1. **GENERAL REQUIREMENTS**

   The Developer shall be solely responsible for the management and administration of the Work, coordinating all activities necessary to perform the Work, and reporting and documenting all Work and ensuring the quality of the Work in conformance with the Project Agreement. The Developer shall satisfy all functional needs and characteristics of project administration and this Schedule 8.

2. **CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY**

   The City's administrative organizations and lines of authority are set out in Annex A. This Annex A is provided to assist the Developer in its management and administration of the Work, which shall not contradict the organization and lines of authority set out in Annex A.

3. **MEETINGS AND REPORTING**

   **3.1 Agendas and Meeting Minutes**

   a. Unless notified otherwise by the City, the Developer shall be responsible for developing meeting agendas for all Project related meetings between the Developer and the City. All meeting agendas shall be provided to the City no less than one Working Day prior to the scheduled meeting.

   b. Unless notified otherwise by the City, the Developer shall be responsible for developing meeting minutes for all Project related meetings between the Developer and the City, between the Developer and counterparties to third party agreements, and between the Developer and other governmental agencies and Stakeholders. All meeting minutes shall be submitted to the City within five Working Days after each meeting.

   **3.2 Progress Status Meeting**

   a. The Developer shall prepare an agenda for and conduct a Progress Status Meeting with the City and other stakeholders as applicable to review its Project Progress Report and provide its summary level update of the Work progress, including but not limited to updates on the following:

   i. safety, security and environmental health;
   
   ii. quality issues;
   
   iii. communications and outreach efforts;
   
   iv. design, procurement, and construction activities;
   
   v. Monthly Progress Schedule review and issues;
   
   vi. Third Party coordination;
   
   vii. NWC Campus event coordination, including coordination and summary report out of outcomes of Events Coordination Committee meetings held pursuant to Schedule 18;
   
   viii. O&M Work During Construction issues;
   
   ix. Campus-Wide O&M Services; and
   
   x. community equity.

   b. The Developer shall develop, update, and maintain a list of critical decision items required by appropriate parties. Such list shall include a tracking number, description of the item, date of creation, due date, party responsibility, and comments.
c. Depending upon ongoing Work activities, the Developer and City shall agree to the timing and regularity of such Progress Status Meetings, but in no case shall the Progress Status Meeting occur less frequently than once a month.

3.3 Task Force Meetings

a. The Developer shall conduct monthly task force meetings to coordinate the design development within the Developer's organizations and with the City which may include counterparties to third party agreements, other governmental agencies and Stakeholders. At a minimum, the Developer shall prepare an agenda and conduct each meeting to discuss the status of the design, coordinate the design development between design disciplines, discuss constructability issues, and identify any questions associated with design requirements. At a minimum, the following disciplines shall be incorporated in the task force meetings:

i. safety, security, and environmental health;
ii. quality;
iii. communications and outreach;
iv. facilities, with the following sub-groups:
   A. New Arena;
   B. 1909 Building;
   C. Expo Hall; and
   D. Parking,

v. utilities and drainage;
vi. roadway, pedestrian and bicycle facilities;

vii. demolition, environmental, and geotechnical;

viii. greenway, landscaping, and aesthetics;
ix. third party coordination (i.e. railroads, Central 70, WSSA, CSU, RTD, and other private development);

x. NWC Campus event coordination, including coordination and summary report out of outcomes of Events Coordination Committee meetings held pursuant to Schedule 18;

xi. Campus-Wide O&M Services;

xii. Phases 1 & 2 coordination, including O&M Work; and

xiii. Community equity.

b. Task force meetings shall be held, in person, at a location selected by the City.

3.4 NWC Governance Meetings

a. As and when requested by the City, Developer shall ensure representation at the following NWC governance meetings:

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Frequency</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steering Committee (SteerCom)</td>
<td>Monthly</td>
<td>SteerCom is the governance-level decision-making body for the NWCO program.</td>
</tr>
<tr>
<td>Program Alignment Team</td>
<td>Monthly or as needed</td>
<td>PAT provides a forum for collaboration for the integration of Phases 1 and 2 scope, schedule, and budget across projects.</td>
</tr>
</tbody>
</table>
### Meeting

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Frequency</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Health Executive Leadership Team</td>
<td>Monthly</td>
<td>SHELT provides an NWC coordination platform for all health, safety,</td>
</tr>
<tr>
<td>(SHELT)</td>
<td></td>
<td>security, and environment information sharing and progress updates</td>
</tr>
<tr>
<td></td>
<td></td>
<td>between the management teams across the NWC program and related</td>
</tr>
<tr>
<td></td>
<td></td>
<td>infrastructure projects.</td>
</tr>
<tr>
<td>Regeneration of Natural Environments, Energy</td>
<td>Monthly or as required</td>
<td>The ReNEWW working group stewards regeneration efforts to uphold the</td>
</tr>
<tr>
<td>Water and Waste (ReNEWW)</td>
<td></td>
<td>guidelines in the NWC master plan, assure ReNEWW performance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>management, and execute annual ReNEWW workplan and associated</td>
</tr>
<tr>
<td></td>
<td></td>
<td>implementation plan.</td>
</tr>
<tr>
<td>Historic and Cultural Resources (HCR)</td>
<td>Monthly or as required</td>
<td>HCR ensures that historic elements of the program are protected across</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the program.</td>
</tr>
<tr>
<td>Communications, Outreach, and Marketing</td>
<td>Monthly or as required</td>
<td>COMS is the decision-making body for all NWC Campus communications</td>
</tr>
<tr>
<td>Strategy (COMS)</td>
<td></td>
<td>efforts.</td>
</tr>
<tr>
<td>Concurrent Operations Working Group (COG)</td>
<td>Monthly or as required</td>
<td>COG has responsibility for management of Phases 1 and 2 construction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>impacts to existing site operations, particularly those of WSSA,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>including third-party tenants and asset owners that are within the</td>
</tr>
<tr>
<td></td>
<td></td>
<td>bounds of the Phases 1 and 2 campus area per the approved site plan.</td>
</tr>
<tr>
<td>Strategic Design Leadership (SADL)</td>
<td>Monthly or as required</td>
<td>SADL is intended to advise NWCO and the NWCA on design-related matters</td>
</tr>
<tr>
<td></td>
<td></td>
<td>prior to and concurrent with mandatory City design review processes.</td>
</tr>
<tr>
<td>Public Art (ART)</td>
<td>Monthly or as required</td>
<td>ART ensures that public art is strategically integrated across the</td>
</tr>
<tr>
<td></td>
<td></td>
<td>program. ART monitors and coordinates with the delivery and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>communications team and identifies outreach opportunities associated</td>
</tr>
<tr>
<td></td>
<td></td>
<td>with art for a broad spectrum of stakeholders.</td>
</tr>
<tr>
<td>Workforce (WF)</td>
<td>Weekly or as required</td>
<td>The NWC is committed to increasing awareness, outreach, training, and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>employment of people from economically disadvantaged areas and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>populations.</td>
</tr>
</tbody>
</table>

### 4. REPORTING REQUIREMENTS

Developer shall submit to the City the reports listed in Sections 4.1 and 4.2, in addition to the Private Development reporting requirements.

#### 4.1 D&C Period

a. The D&C Period reporting requirements are:
### D&C Period Reporting Requirements

<table>
<thead>
<tr>
<th>Report</th>
<th>Content</th>
<th>Reporting Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Progress Report</td>
<td>A summary of monthly progress and performance for the Project. It is intended for an executive audience and includes summaries of safety, schedule, quality and cost performance, baseline changes, contingencies, top risks, procurement, design, community equity, event operations and coordination, regeneration and integration</td>
<td>Monthly until Final Acceptance</td>
</tr>
<tr>
<td>Project Management Plan</td>
<td>Refer to Schedule 9</td>
<td>Updates as required</td>
</tr>
<tr>
<td>Safety Management Plan</td>
<td>Refer to Section 10</td>
<td>Updates as required</td>
</tr>
<tr>
<td>Quality Management Plan</td>
<td>Refer to Schedule 10</td>
<td>Monthly as required; Monthly reporting of Nonconformances, corrective actions, etc.</td>
</tr>
<tr>
<td>Operations and Management Plan</td>
<td>Refer to Schedule 17</td>
<td>Updates as required</td>
</tr>
<tr>
<td>Materials Management Plan</td>
<td>Refer to Schedule 15, Section 10</td>
<td>Updates as required</td>
</tr>
<tr>
<td>Final Commissioning Report</td>
<td>Refer to Schedule 16C</td>
<td>Due at the end of commissioning activities.</td>
</tr>
<tr>
<td>Project Schedules</td>
<td>Refer to Section 7</td>
<td>Monthly progress updates, including narrative and predecessor/successor report</td>
</tr>
</tbody>
</table>

#### 4.2 O&M Period

a. For the O&M Period reporting requirements refer to Schedule 17.

#### 5. GOVERNMENTAL, REGULATORY, OTHER AUTHORITIES HAVING JURISDICTION OVER THIRD PARTY APPROVALS TRACKING

a. No later than 30 Working Days after the Effective Date, and thereafter on each anniversary of such date, Developer shall submit to the City a list of all Permit and application approvals (the “Permit and Applications Approvals List”) that are required in respect of Work that:

i. have been or will be applied for within the next 12-month period;

ii. have previously been obtained and are in effect; and

iii. have expired or been terminated during the prior 12-month period.
b. The Permit List shall identify the:
   i. date on which any Permit application was made;
   ii. date on which any Permit is expected to be or was obtained;
   iii. date on which any Permit expired or was terminated; and
   iv. anticipated date for any expiration or renewal for any Permit.

c. Without prejudice to Developer’s obligations under Section 5.5 of the Project Agreement, as soon as reasonably practicable following a request to do so, Developer shall supply free of charge to the City a copy of any document or documents referred to in such list.

6. DATA MANAGEMENT AND DOCUMENT CONTROL

a. The Developer shall establish and maintain its own Document Control System (DCS) to store and record all correspondence, drawings, progress reports, technical reports, specifications, Project Agreement, plans, procedures, deliverables, calculations, and administrative documents generated under the Project Agreement. Document control, storage, and retrieval methods shall include the use of both hard copies and electronic records. The Developer’s DCS shall handle all Project documents. Data shall be backed up every 24 hours. The City shall have access to the DCS with sharing capabilities. The Developer shall provide dedicated personnel to manage the DCS.

b. The DCS shall be Aconex unless a proposed alternative is proposed by the Developer and approved by the City.

c. If Developer desires to use any design, device, material, or process covered by letters, patents, copyrights, trademarks, or artist rights, Developer shall provide for such use by suitable written agreement with the patentee or patent owner, copyright owner, trademark owner, or artist, which agreement shall provide that there will be no future or continuing royalties or payments or obligations by the Developer or the City.

d. All correspondence of the Developer to and from the City and its representatives with respect to the Project Agreement shall be serialized, and the Developer shall maintain separate incoming and outgoing correspondence logs. At a minimum, a serialization with the following information is required:
   i. date;
   ii. Developer Assigned No.;
   iii. addressee;
   iv. address;
   v. subject;
   vi. reference; and
   vii. copies.

e. All correspondence shall include the Project name, Contract name and number (as applicable), along with the specific subject of the letter. All replies shall refer specifically to prior correspondence to which it relates.

f. The Developer shall maintain and keep current at the Project Office, one record copy of all drawings, specifications, permits, addenda, potential changes/logs and Change Orders in good order to record all changes made during construction.

g. The City shall have access to all the Work-related records maintained by the Developer and its subcontractors, suppliers and consultants, for the purpose of auditing and verifying the Developer’s costs or any other costs claimed to be due and payable hereunder. The City shall have the right to reproduce any such records, and the Developer and its subcontractors, suppliers and consultants shall keep and preserve
all such records for a period of at least six years from and after Final Acceptance or termination of the Project Agreement, whichever is first.

7. SCHEDULE

7.1 General

a. Project Schedules shall be defined to include the Proposal Schedule, Baseline Schedule, Revised Baseline Schedule (as applicable), Monthly Progress Schedule updates with 30 Calendar Day look-aheads, Recovery Schedule, and As-Built Schedule.

b. The Project Schedules shall represent a practical plan to complete the Work within the Completion Deadlines.

c. The Project Schedules shall include the planned execution of the Work in accordance with the Project Agreement. The development of the Project Schedules shall include involvement and coordination with, but not limited to other contractors, Utility Owners, governmental and regulatory agencies, affected third parties, engineers, architects, subcontractors, and suppliers.

d. All Project Schedules submittals are subject to acknowledgement by the City.

e. The Project Schedules shall represent the requirements of the Project Agreement. The Work shall be executed in the sequence and duration indicated in the Project Schedules with critical paths clearly identified. Appropriate time periods and associated milestone dates for design and procurement activity shall be included, as well as tracking of key horizontal work milestones for both design and construction work.

f. The Project Schedules shall clearly demonstrate progress toward each Project Schedule Milestone (as-built), including by reference to the then-current Baseline Schedule (as-planned), and taking into account any look-aheads and Recovery Schedule activities planned by the Developer.

g. The Project Schedules shall include consideration of the following:

i. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours that may be specified in the Project Agreement, except for such work as may be necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result. The Developer shall comply with the City’s noise control ordinance during all working hours.

ii. If the Developer believes it may be necessary to work on Saturdays, Sundays, holidays, or at night, the Developer shall make prior arrangements with the City and receive written approval at least 24 hours before such work period so that proper notices, inspections and engineering services, if required by the City, can be provided. Such approval may be revoked by the City if the Developer fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the Work.

iii. If abnormal weather conditions for the Denver Metropolitan Area are the basis of a request for an extension of time, such request shall be documented by data substantiating that weather conditions were unusually severe for the period of time, and could not have been reasonably anticipated. To establish the existence of abnormal weather, the Developer must submit documentation that establishes that the weather conditions experienced fall outside of the extreme ranges of weather data published by the National Climatic Data Center for the Denver Metropolitan Area for the ten-year period immediately preceding the date of the Project Agreement. Regardless of actual weather conditions, any day in which the Developer is able to work 80% or more of its
scheduled work force shall not be counted as an abnormal weather day for purposes of calculating weather related time extensions.

h. All Project Schedules shall be cost- and resource- loaded (as applicable) and developed consistent with the Approved WBS and the Completion Deadlines and shall include the design schedule with submittals.

7.2 Work Breakdown Structure

The Developer shall submit to the City, concurrent with its Baseline Schedule, a detailed Work Breakdown Structure ("WBS") for acknowledgement. The Baseline Schedule shall include a detailed, organized hierarchical division of the WBS to complete each element of the Work. The WBS shall be the basis for organizing all Work under the Project Agreement, and shall be used as a basis for the Project Schedules. The WBS shall be organized under the following suggested highest elements:

a. Planning and Design;

b. Horizontal;
   i. Enabling Works;
   ii. Utilities;
   iii. Roads; and
   iv. Bridges and Tunnels including:
      A. Bettie Cram Drive Underpass; and
      B. Pedestrian Bridge,

v. Public Infrastructure including:
   A. New Arena Public Plaza;
   B. 1909 Building Public Plaza; and
   C. Bike Paths,

c. Vertical;
   i. The Public Elements; and
   ii. Other Facilities:
      A. Cultural Buildings,
   iii. Demolition and Abatement:
      A. Events Center;
      B. Hall of Education and Expo Hall;
      C. Livestock Bridge and Flyover;
      D. Other Buildings,
   iv. Private Development;

d. Project-wide Initiatives;
   i. Public Art.

7.3 Project Schedule Milestones

a. Developer shall develop its critical project milestones to enable the City to evaluate progress at an executive level. At a minimum, the Developer shall identify dates for the following City-required Project Schedule Milestones:
   i. Projected dates for achievement of NTP1, NTP2, and NTP3;
ii. New Arena Foundation Permit Milestone Date, shall be the date of the approval of the foundation permit, if applicable, for the New Arena, as applicable;

iii. New Arena Building Permit Milestone Date, shall be the date of the approval of the building permit for the New Arena;

iv. New Arena Completion Date, shall be the date of Occupancy Readiness for the New Arena;

v. 1909 Building Permit Milestone Date, shall be the date of the approval of the building permit for the 1909 Building;

vi. 1909 Building Completion Deadline, shall be the date of Occupancy Readiness for the 1909 Building;

vii. Expo Hall Foundation Permit Milestone Date, shall be the date of the approval of the foundation permit, if applicable, for the Expo Hall;

viii. Expo Hall Building Permit Milestone Date, shall be the date of the approval of the building permit for the Expo Hall;

ix. Expo Hall Completion Deadline, shall be the date of Occupancy Readiness for the Expo Hall;

x. Parking Foundation Permit Milestone Date, shall be the date of the approval of the foundation permit, if applicable, for the Public Parking;¹

xi. Parking Building Permit Milestone Date, shall be the date of the approval of the building permit for the Public Parking;

xii. Parking Completion Deadline, shall be the date of Substantial Completion for the Parking;

xiii. Substantial Completion; and

xiv. Final Acceptance.

b. Developer shall identify the Project Schedule Milestones in all Project Schedules.

7.4 Requirements

a. Project Schedules shall be in the same master data file, including design, submittals, procurement, and construction schedules. These schedules shall all tie together logically to present a total critical path analysis in the same master data file.

b. The only constraints allowed to be included in the schedule are the Completion Deadlines. No intermediate completion constraints or start constraints shall be allowed unless they are included in the Project Agreement. Unless acknowledged by the City, all activities shall have at least one predecessor and one successor, except for NTP (no predecessor) and Final Acceptance (no successor). A predecessor/successor report shall be provided with each Monthly Progress Schedule.

c. All activities that start or complete out of sequence shall be rescheduled (logic corrected) to reflect the actual sequence of events.

d. Actual start and completion dates shall be accurately inputted. Prior to changing or correcting any previous actual dates, or dates required in the Project Agreement, a narrative shall be written to the City requesting Approval to change a date.

e. If any logic is changed after the acknowledgement of the Baseline Schedule or Revised Baseline Schedule, if one exists, a narrative by activity code shall accompany the Monthly Progress Schedule stating the reason the logic changed. If the City does not

¹ If the Developer includes multiple structures in satisfaction of the requirements applicable to the Public Parking, the Developer shall track each Parking Foundation Permit Milestone Date, Parking Building Permit Milestone Date, and Parking Completion Deadline, and each shall be deemed a Project Schedule Milestone.
agree with the reason for the logic change, the Monthly Progress Schedule shall not be acknowledged.

f. All activity identification codes for a specific activity description created in any Project Schedule shall remain unchanged and connected to its original activity description through Final Acceptance. An activity description may only be changed to clarify an activity's original scope.

g. All Project Schedule submittals shall include the electronic output files of the schedule Primavera P6 or a City approved equivalent, in its discretion, with its schedule charts and graphs shall be submitted in PDF format.

h. Developer shall employ experienced personnel qualified to develop and maintain all Project Schedules throughout the life of the Project.

7.5 Critical Path Method Requirements

a. The critical path shall be determined according to Critical Path Method principles and shall be highlighted in “red” on all schedules to distinguish critical activities from other activities. A diamond, flag, or other symbol shall highlight milestones.

b. The critical path shall have all major procurement activities identified for any item with lead time of more than 90 Calendar Days for delivery. This includes shop drawing submittal and approval, lead times for the fabrication and delivery of materials and equipment, and installation of materials and equipment.

c. The critical path shall be sufficiently detailed to accurately depict all the Work. Activity durations shall be an estimate in Calendar Days of the time required to perform each activity. Activities with durations of less than five Calendar Days shall be held to the absolute minimum. Each activity shall have a detailed description.

d. Completion Deadline dates shall be shown on the critical path. These dates shall be input as finish constraint dates and shall agree with those dates specified in the Project Agreement.

7.6 Float

a. Float shall be for the benefit of both Parties to the Project Agreement and not for the exclusive benefit of the Developer. Float will be used by both Parties on a first come first serve basis. Developer agrees that the City shall be entitled to use of Float without cost impact.

b. Suppression or consumption of Float by artificially extending activity durations, dummy activities, or preferential sequencing shall not be allowed. Critical Activities are defined as activities occurring on the longest path through the Project Schedule to achieve any Project Schedule Milestone and Activities with Float less than 30 Calendar Days. Activities with 30 or fewer Calendar Days of Float shall be monitored and diligently pursued.

7.7 Proposal Schedule

The Proposal Schedule is defined as the initial Project Schedule for the purpose of commencing Work on the Project as provided in the Developer's Proposal. In addition to providing an overall schedule for the Project, the Proposal Schedule shall include sufficient detailed activities for the first 90 Calendar Days following NTP 1 to monitor the Work until the Baseline Schedule is submitted, reviewed, and accepted by the City.

7.8 Baseline Schedule

a. Using the Proposal Schedule as the basis for development, the Developer shall submit, for acknowledgement by the City, a cost loaded Baseline Schedule no later than 30 Calendar Days following the issuance of NTP 1. The Baseline Schedule shall be a Critical Path Method logic schedule with activity detail based on the approved WBS.
b. The Baseline Schedule shall be developed based upon the Proposal Schedule and shall include the dates for the City-required and Developer-created Project Schedule Milestones and shall be incorporated into the Project Agreement (such dates for which shall not be changed except by the City approval, given in its discretion).

c. The Baseline Schedule shall detail the Developer’s activities for the Project from NTP through Final Acceptance. Activities representing Work during this period shall be sufficiently detailed to plan, monitor, and evaluate the progress of the Work. The Baseline Schedule shall represent conditions of the Project at NTP.

d. The Baseline Schedule shall show the sequence and interdependence of activities required for complete performance of the Work – beginning with the date of the NTP and concluding with the date of Final Acceptance – and it shall comply with the following:

   i. The actual number of activities in the schedule shall be sufficient to assure adequate planning of the Work and to permit monitoring and evaluation of progress and the analysis of time impacts.

   ii. The Baseline Schedule will adhere to industry standard best practices. Examples include, but are not limited to the following:

      A. Activity durations shall be expressed in Calendar Days. The Work calendar shall clearly identify Holidays (Developer to include the Holidays) and other non-Working Days, as well as Approved Events (including any anticipated future dates for Major Events pursuant to Part A, Section 6 of Schedule 18), Booking Requests, and Key Reservations from the Master Calendar as provided in Part A, Section 3 of Schedule 18.

      B. Activity durations less than 21 Calendar Days.

      C. No more than 25% of the activities shall be critical or near critical. Near critical is defined as total float less than 21 Calendar Days.

      D. No use of negative float (without approval).

      E. Lags less than 21 Calendar Days.

      F. No constraints (without approval).

   iii. The Developer shall schedule deliverable review times by the City, and other governmental or third party approvals as separate tasks logically tied to the appropriate activity. Concurrent review of multiple deliverables by one discipline must be agreed to by the City prior to inclusion in the Baseline Schedule.

   iv. The Developer shall schedule permit approvals by the City and governmental agencies.

   v. The Developer shall schedule the Project Schedule Milestones.

   vi. The Developer shall schedule quality hold points.

   vii. A graphic representation of all activities necessary to complete the Work shall be provided.

   viii. All Completion Deadlines set forth in the Project Agreement shall be identified.

   ix. Compliance with applicable provisions of the Project Agreement.

   x. The logic of the proposed Critical Path Method-based schedule is sound and consistently developed and demonstrates a logical sequencing and interdependence of activities required for the timely and orderly achievement of all Work activities and milestones, including completion of the Work within the Completion Deadlines.
e. List of assumptions used in developing the Baseline Schedule.

f. Once acknowledged, the Baseline Schedule shall be the base Project Schedule against which all progress of the Work and the Monthly Progress Schedule shall be assessed. The Baseline Schedule shall not be modified, except as detailed in Section 7.9.

7.9 Revised Baseline Schedule

The Revised Baseline Schedule is defined as the Baseline Schedule with cost and schedule changes from Approved change orders incorporated. It shall be updated monthly, if required, with only Approved cost and schedule changes. This schedule shall not show progress but shall maintain the original data date from the Baseline Schedule as a baseline. The Revised Baseline Schedule shall be submitted to the City for acknowledgement monthly.

7.10 Monthly Progress Schedule

a. The acknowledged Baseline Schedule or Revised Baseline Schedule, as appropriate, shall be used as the basis to establish the Monthly Progress Schedule. It shall be updated every month to show the actual progress of Work and the earned value of Work accomplished, including Approved change orders.

b. The Monthly Progress Schedule shall include a detailed schedule of activities that clearly identifies the critical path, progress for the current period for all activities, and the actual start and finish dates of activities, including physical percent complete and Calendar Days remaining for activities in progress.

c. The Monthly Progress Schedule shall include any anticipated delays for the Project Schedule Milestones, along with a narrative explaining the reason for the anticipated delay and the mitigation strategy in place.

d. Developer shall support any request for an adjustment in time with a schedule produced in accordance with this Section 7 that shows how and where the change has or will delay the completion of the entire Project beyond the time limits set forth in the Project Agreement. Such submittal shall include a description of the Developer’s efforts to reschedule Work in order to mitigate the impact of the changes on the schedule. No extensions of time will be made for delay resulting from the Developer’s failure to continue performance during determination of any Developer Change Request or claim.

e. The Developer shall submit, with the Monthly Progress Schedule, a predecessor/successor report and a short schedule narrative that discusses the following:

i. coordination and accomplishment of Work associated with Utilities and third parties;

ii. physical status of all Work as of date of the update;

iii. actual progress relative to planned progress (Baseline Schedule or Revised Baseline Schedule, as appropriate), organized by WBS;

iv. design activities and progress;

v. design document submittals for the upcoming period;

vi. all activities with 14 Calendar Days or less float;

vii. 60 Calendar Day look-ahead on all required the City Approvals and other applicable third party approvals;

viii. 30 Calendar Day look-ahead sorted by WBS and activity early start dates;

ix. critical items for critical path sorted by activity early start date;

x. time-scaled critical path network plot indicating the status of all activities as of the date of the update; and
xi. status of all Project Schedule Milestones as compared to the Revised Baseline Schedule Planned dates.

f. The Monthly Progress Schedules shall be submitted to the City for acknowledgement monthly.

g. The Monthly Progress Schedule shall include all information as of the data date.

h. For the 30 Calendar Day look-ahead component of the Monthly Progress Schedule that establishes the WBS activities, the Developer shall provide sufficient detail to convey a schedule that provides weekly schedule control and shall specifically identify:

i. Completion Deadlines, if any;

ii. phasing of design, construction, testing, commissioning, and staging of the Work, with particular attention given to Release for Construction (RFC) dates, site availability, construction staging, maintenance, and protection of traffic requirements of the Project Agreement;

iii. procurement, fabrication, preparation of mock-ups, preparation of prototypes, delivery, installation, testing of materials and equipment, including factory testing and demonstration testing, and any long lead time (more than 90 Calendar Days) orders for material and equipment;

iv. interface coordination and dependencies with preceding, concurrent, and follow-on contractors;

v. Work to be performed by other contractors and agencies that may affect the schedule; and

vi. public information activities.

i. Prior to the Progress Status Meeting, the Developer shall obtain from the design team, subcontractors, suppliers, and field staff the necessary information required to accurately reflect progress to date.

j. The Developer shall use Reasonable Efforts to limit Critical Activities to no more than 20% of the total activities within the Schedule. If this goal is not met, the City may request a Recovery Schedule. Each Activity shall have pure logical sequence or resource constraints as a basis for determining Float. No artificial or arbitrary date constraints or lags may be applied to any Activities to drive a critical path or use/reduce total Float.

7.11 Recovery Schedule

a. The Recovery Schedule is defined as the Developer’s proposed plan, including a narrative, for the recapture of lost schedule progress and to achieve Substantial Completion, and/or Final Acceptance by the applicable Completion Deadlines. The Recovery Schedule shall be based on the latest acknowledged Monthly Progress Schedule and shall include equivalent detail.

b. If the Work is lagging the late start in the Revised Baseline Schedule for a period that exceeds the greater of 1) 15 Calendar Days in the aggregate, or 2) that number of days in the aggregate that equals five percent of the Calendar Days remaining until the Project Completion Deadline, the Developer shall prepare and submit to the City for acknowledgement a Recovery Schedule within 14 Calendar Days after the Developer first becomes aware of the schedule delay.

c. The City shall notify the Developer within 14 Calendar Days after receipt of the Recovery Schedule whether the Recovery Schedule is acknowledged or shall describe changes that the City believes should be made to the Recovery Schedule. The Developer shall incorporate and fully include the Recovery Schedule (including the City’s comments) into the next scheduled Monthly Progress Schedule (or, if the next scheduled Monthly Progress Schedule is due within 7 Calendar Days of acknowledgement of the Recovery Schedule, then the Recovery Schedule shall be
incorporated into the subsequent Monthly Progress Schedule), and shall concurrently provide to the City a Revised Baseline Schedule.

7.12 As-Built Schedule
The last Monthly Progress Schedule submitted, shall be identified by the Developer as the As-Built Schedule. The As-Built Schedule shall reflect the exact manner in which the Developer executed the Work (including start and completion dates, activities, actual durations, sequences, and logic), and shall be signed and certified by the Developer’s Project Executive Director and the Developer’s scheduler as being a true reflection of how the Work was executed with Substantial Completion dates through Final Acceptance.

8. PROJECT OFFICE
a. The City shall make available to the Developer, for the purposes of the Developer establishing its project office, the mezzanine level (~ 12,000 sqft) of the NWC M&O Building at 5125 Race Court, Denver, CO 80216. The Developer is responsible for office renovation, fit-out, ADA upgrades, security/access control, furnishings, equipment, supplies, and utility costs.

b. The Developer shall secure sites; obtain all site permits; install, set up, and provide Utility services; and maintain the facilities as part of the Work. The Developer may consult with the City about availability of other suitable local sites and office facilities.

9. STAFFING AND WORKFORCE REQUIREMENTS
9.1 Staffing Requirements
a. Developer shall submit to the City for review and Approval a list of a maximum of five Developer personnel that shall have the ability to access areas operated and/or maintained by the City or the Authority without prior further authorization from the City, other than the approval of such list. The purpose of such personnel shall be to escort Developer’s personnel or Developer’s third parties. The extent of access provided by the City to Developer personnel shall be determined by the City in its sole discretion.

b. In the event that there is a need for Developer’s personnel not previously authorized by the City to access areas operated and/or maintained by the City or the Authority, Developer shall submit a list of such personnel for review and approval no less than 24 hours in advance. The City reserves the right to deny such request or otherwise to assign the City’s personnel to escort such Developer personnel while performing Work within the City’s spaces.

c. In those instances in which additional staff that is not preapproved by the City is required on an Emergency basis, such additional staff shall be escorted at all times by Developer’s personnel previously authorized by City.

d. With the exception of Key Personnel and the Developer’s executive or management personnel, all Developer’s personnel performing any and all Work within the Project Site shall be easily recognizable to users by the utilization of identification cards visible at all times, and Developer’s O&M Work personnel must also wear uniforms and identification approved by the City.

9.2 Workforce Training
a. Developer shall provide all training and orientation to its operations and maintenance staff as required by all applicable Law and the Technical Requirements, including training for emergency management.

b. From time to time, either Party may request that Developer provide training and orientation to the City’s personnel or Developer’s personnel. In such case, both Parties shall cooperate within reason to accommodate such request as necessary.
10. **D&C PERIOD REQUIREMENTS**

### 10.1 Safety of Persons

a. The Developer shall be responsible for the health and safety of each and every person on or at the Site. Developer shall take all necessary and reasonable precautions and actions to protect all such persons from injury, death or loss. Such actions shall include, but are not limited to:

i. compliance with all applicable City, state or federal laws, occupational health and safety laws, ordinances, rules and regulations, City Executive Orders and other orders. The City shall have the right at any time to request a safety compliance review by the Occupational Safety and Health Administration (OSHA) of the Developer's and its subcontractor's and supplier's safety policies, practices and procedures; and

ii. preparation and implementation of a Developer's safety program and Safety Management Plan complying with all of the requirements stated above, the NWC Health, Safety, Security, and Environmental (HSSE) Program Plan, and the Rolling Owner Controlled Insurance Program (ROCIP) Safety Manual.

b. The Developer shall employ at the Site a full-time responsible qualified person whose sole duties shall include the protection of persons and property and the administration of the Developer's safety program. This person must have safety training, a working knowledge of the requirements stated in this Section 10.1, and experience administering safety programs. Developer shall provide the City with this person's name prior to the start of construction.

c. This Section 10.1 shall be interpreted in its broadest sense for the protection of persons and property, and no act or omission to act by the City, its officers, employees or agents shall relieve Developer of any of its obligations and duties hereunder.

d. Prior to the start of construction, the Developer shall provide the City with a statement signed by the Developer's Designated Representative that all Developer Personnel have been or will be briefed on the Developer's safety program and Safety Management Plan prior to being allowed on the Site.

e. The Developer shall provide to the City a complete copy of any OSHA correspondence, report, warning, citation, directive or notice within 24 hours after it is received. Developer shall also provide the City a copy of any Developer reply to any OSHA correspondence, report, warning, citation, directive or notice. Such submittal shall be for informational purposes only and shall not alter the Developer's responsibilities for safety of the Site.

f. The Developer shall provide a copy of the Employer's First Report of Injury for any lost time accident or any injury that requires off-site medical treatment to the City within 48 hours after Developer becomes aware of such accident or injury. Such submittal shall be for informational purposes only and shall not alter the Developer's responsibilities for safety of the Site.

### 10.2 Protective Devices and Safety Precautions

a. The Developer shall provide all necessary protective devices and safety precautions. Such devices and precautions may include but are not limited to: posting of danger signs warning against hazards such as, but not limited to, hoists, well holes, elevator hatchways, scaffolding, openings, stairways, trip and fall hazards and falling materials; placement of warning flares; equipment back-up alarms; installation of barricades; promulgation and application of safety regulations and employment of safety personnel and guards. Signs will not be considered to be an adequate substitute for physical protective barriers.

b. If, in the opinion of the City, the Developer has not supplied necessary and adequate barricades, warnings, or other safety devices, then the City may order additional
devices at the expense of the Developer. By taking such action, the City assumes no liability for the adequacy of such barricades, warnings or other safety devices.

10.3 Protection of Property and Work in Progress

a. The Developer shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage to, or loss of:

i. all or any part of the Work and all or any part of materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Developer, its Subcontractors, manufacturers, materialmen or suppliers of any tier;

ii. other property at the Site or adjacent thereto, including trees, shrubs, lawns, irrigation systems, walks, pavements, roadways, structures, and utilities; and

iii. the work of the City or other contractors; provided, however, that the Developer shall not be responsible to furnish the direct protection of the work of the City or other contractors.

b. The Developer shall comply with all applicable laws, ordinances, rules, regulations, City Executive Orders and lawful orders of any public authority bearing on the safety of property or its protection from damage or loss and further, shall cooperate and keep the City and other contractors informed of all of the Developer’s precautions for the protection of the Work.

c. The Developer shall be solely responsible for the design, installation, maintenance, bracing, shoring, and securing of temporary structures required in the execution of the Work. The Developer shall take all reasonable precautions to ensure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will endanger its safety at any time during the execution of the Work and shall provide for the adequacy and safety of all scaffolding and hoisting equipment. The Developer shall not permit open fires within any building enclosure. The Developer shall construct and maintain all necessary temporary drainage and do all pumping reasonably required to keep excavations, floors, pits, and trenches free of water.

d. If any of the Developer’s operations destroy or damage any property, public or private, the Developer shall promptly repair or replace such property at Developer’s cost, to the satisfaction of the City. If the Developer fails to repair or replace such property, the City, at its sole discretion, may undertake such repair or replacement and deduct the cost of the same from amounts payable to the Developer under the Project Agreement.

10.4 Protection of Municipal, Public Service, or Public Utility Systems

a. Before any Work is started, the Developer shall communicate with all governmental agencies and private entities that have jurisdiction over municipal, other public service or other utility systems that might be affected by the Work and shall contact the appropriate utility locator service organization for the locating and marking of such municipal, other public service or other utility systems. The Developer shall be responsible for all scheduling and coordination of Work with such systems and utilities. The City shall have no responsibilities or liabilities for delay or other impact to the Work caused by the acts or omissions of such other agencies or entities. After Work is begun, the Developer shall perform in a manner designed to reduce to a minimum the potential for disrupting the operations of municipal, other public service or other utility systems. In particular, when a municipal, other public service or other utility system can be affected by Work performed by the Developer, the Developer is required to contact the agency or entity responsible for operation of that system for instructions on how best to proceed.

b. The table that follows is not intended to be complete and all inclusive, but merely to identify the systems that contractors encounter most frequently. The names of listed organizations are subject to change from time to time:
10.5 **Protection of Street and Road System**

a. The City’s street and road system includes but is not limited to permanent or temporary highway, street, alley, bikeway, pedestrian pathway, bridge and other road or related structures.

b. Except in emergencies, closing or otherwise obstructing any portion of the street and road system will be permitted only after the City has authorized the Developer to do so. Such authorization is granted by the approval of an appropriate Traffic Maintenance Plan which has been prepared and submitted by the Developer.

c. Should the Developer do anything to impair or otherwise diminish the capabilities of any portion of the street and road system without an approved Traffic Maintenance Plan, the City may suspend the Developer's right to proceed with the Work. The Developer shall be liable to the City for any costs associated with such unauthorized impairment to the street and road system.

d. The Developer shall anticipate that any detours and provisions for temporary access to the Site that are implied by the Technical Requirements will be necessary and shall be presumed to have included the costs associated with such detours and provisions for temporary access.

e. Traffic control systems such as street signs, traffic signals, traffic lane markings, and any other equipment or facilities that aid in the control of traffic are important elements of the street and road system. These must be protected and the Developer shall be liable for any damages to the system or any damages to persons and property that might result from failures in the traffic control system that were caused by the Developer's operations. The requirement that the Developer notify any City agency or representative of activities that may have adverse effects on the street and road system does not relieve the Developer of the responsibility for the protection of that system.
f. In addition, all signs, barricades, or other traffic control measures shall be in conformance with the requirements of the "Manual of Uniform Traffic Control Devices for Streets and Highways", US Department of Transportation, Federal Highway Administration, including State of Colorado supplements or as detailed in the Technical Requirements.

10.6 Protection of Drainage Ways

a. The Developer shall be responsible for the preservation and protection of storm water collection systems and drainage ways that may be affected by Work under the Project Agreement. This municipal service system is operated by the Wastewater Management Division. The Developer shall notify the City when its Work may diminish the system's capabilities or may redirect water flows. Such notification process shall not, however, relieve the Developer of the responsibility for damage to persons and property that may result from changes to that system caused by the Developer's operations.

b. The Developer shall not bypass untreated or partially treated waste waters or waste materials to surface waters, storm sewers, or other drainage courses. All bypassing or pumping of sanitary sewage required during construction shall be to other sanitary sewer facilities approved by the City. All existing sewer facilities shall remain in continuous and full operation during construction. All costs incurred for bypassing or pumping of sewage flows during construction shall be borne by the Developer.

10.7 Protection of the Environment

a. The Developer shall comply with all applicable federal, state and local environmental protection rules, laws and regulations and accept responsibility for compliance with all environmental quality standards, limitations and permit requirements promulgated thereunder, including but not limited to the City's noise control ordinance, federal and state air quality standards for fugitive dust control, prevention of surface and groundwater contamination, and hazardous and other waste disposal practices and procedures.

b. If the City is determined by any federal, state or local government agency, department, board or commission, or in any judicial proceeding to have violated any such environmental protection rules, laws or regulations as a result of the Developer's acts or omissions, the Developer agrees to indemnify and hold harmless the City from any and all prosecutions, payment of any and all fines or penalties, and the cost of abatement and remediation, except that the Developer shall not be required under this Section to indemnify the City from any amounts which are attributable to the negligence of the City.

10.8 Cleanup During Construction

a. The Developer shall keep the Site and the surrounding premises free of accumulated waste materials at all times. If space is available, the Developer may designate a place on the premises to collect all debris and rejected materials, subject to the City's approval of the location. If such space is designated, the Developer shall, at his expense, install screened fencing and whatever else is needed to keep loose materials out of sight and confined so that they are not scattered by the winds. The Developer shall remove the waste material to a suitable licensed landfill at least weekly or more often, whenever the waste material creates a safety or health hazard or interferes with any Developer's, Subcontractor's or supplier's work.

b. Use of drive-on/drive-off mats are mandatory on all construction sites. Accumulations of mud or debris that are tracked onto areas adjacent to the Site, or onto streets, City property or public rights-of-way even if not adjacent to the Site, by construction equipment of the Developer or any subcontractor or supplier, must be removed promptly and not allowed to create a hazard or an unsightly condition.

c. Equipment and tools needed for the Work must be kept out of traveled ways such as streets, alleys, parking areas, sidewalks and pavement areas. Equipment that may
endanger vehicular or pedestrian traffic must be suitably lighted and marked to prevent motorists and pedestrians from colliding with that equipment.

d. The Developer's obligations to maintain a clean, safe and orderly Site include responsibility for pest control and vector control. All pest and vector control activities shall be conducted in compliance with applicable laws, including ordinances, statutes and regulations governing the handling, storage and application of pesticides or other hazardous materials and substances.

10.9 Sanitary Facilities

The Developer shall provide and maintain in a neat and sanitary condition at a location approved by the City that is properly screened from public view, such sanitary facilities as are needed to comply with the requirements and regulations of any agency having jurisdiction, for the use of all persons engaged on the Work. Upon the completion of the Work, the Developer shall promptly remove such facilities.

10.10 Power, Lighting, Heating, Ventilating, Air Conditioning and Water Services

a. The Developer shall pay for all utility services needed to do the Work and provide and pay for all temporary facilities needed to deliver that energy and water to the Work. These temporary facilities shall be installed and maintained in such a manner as to protect the public and workers and conform with any applicable laws, rules and regulations. Upon completion of the Work, the Developer shall promptly remove all such temporary facilities.

b. The Developer shall also provide and maintain lighting at the Site adequate for the protection of the public and the workers, all in conformance with any applicable laws and local regulations.

c. If temporary heating, ventilating or air conditioning is required before the permanent heating, ventilating or air conditioning system is available, the Developer shall provide at its own expense HVAC apparatus acceptable to the City and shall provide all required fuel.

d. When the heating, ventilating or air conditioning system in any new construction is ready for operation, the Developer may set it into operation and remove the temporary HVAC equipment. Operation of the heating, ventilating or air conditioning system prior to Substantial Completion of the Work is at the Developer's risk and expense, and shall not affect the extent or period of Developer's or manufacturer's warranties or guarantees on any such equipment or system.

10.11 Hazardous and Explosive Materials or Substances

a. In the event the Developer encounters or discovers any hazardous materials or substances during its performance of the Work, it shall immediately take reasonable precautions concerning such hazardous material or substances and notify City verbally and in writing of the existence of such materials or substances immediately upon discovery.

b. The Developer shall exercise the utmost care and caution if the storage or use of hazardous materials or substances or explosives is required for the performance of the Work. Activities related to the purchase, storage, handling, use, removal, treatment, or disposal of such hazardous materials or substances or explosives shall at all times be the sole responsibility of the Developer and shall be supervised and carried out by personnel properly qualified to perform such activities. However, under no circumstances shall activities requiring the purchase, storage, handling, use, removal, treatment or disposal of hazardous materials or substances or explosives be initiated without first notifying the City in writing of the proposed activity and receiving the City's written approval of such activity. The use, handling and storage of explosives will not be allowed on site unless they are required or explicitly permitted by the Technical Specifications.
10.12 Archeological and Historical Discoveries

a. The Developer is required to inform the City immediately upon discovery of any evidence that might suggest to a lay person that archaeological or historical materials or human remains may be present in the Work area. Upon making such a discovery, the Developer shall do whatever is necessary to avoid disturbing that Work area or any such materials or remains. This may require that the Developer's activities be redirected or stopped until the City determines how to proceed.

b. If as a result of the Developer's efforts to preserve the potential discovery site, the Developer's activities are delayed for longer than twenty-four (24) hours, the Developer may submit a Developer Change Request if it believes it is entitled to an adjustment in amount and/or time. Adjustments for such delay shall be considered by the City only for that portion of the delay which exceeds twenty-four (24) hours.
Annex A
City Administrative Organizations

1. **NWCO**
   Vested exclusively in the Mayor’s Office of the National Western Center (“NWCO”) is the management and control of the Project including the design, planning, and construction of the Project.

2. **EXECUTIVE DIRECTOR OF NWCO**
   The City’s Executive Director of the Mayor’s Office of the National Western Center (“Executive Director” or “Director”) is the City’s representative responsible for authorizing and approving the design and construction work performed under this Agreement. The Director in his sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Developer under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Developer, except for approvals which are specifically identified in this Agreement as requiring the Director’s approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director’s behalf by written notice to the Developer.

3. **DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE AGENCY**
   The Department of Transportation and Infrastructure Agency (“DOTI”) shall provide administrative and processing support to NWCO for NWCO’s procurement and related contracting of the Project’s design, planning, and construction services as are requested by NWCO. DOTI shall also provide administrative financial support for the funds for NWCO construction and other services as required by NWCO for fulfillment of the Project goals.

4. **EXECUTIVE DIRECTOR OF TRANSPORTATION AND INFRASTRUCTURE**
   The officer in full charge and control of DOTI is the Executive Director of Transportation and Infrastructure.

5. **COMMUNITY PLANNING AND DEVELOPMENT AGENCY**
   The Building Permitting and Inspection Division is a unit of the City’s Community Planning and Development Department. It reviews all drawings and specifications for buildings and structures for compliance with the City’s currently adopted Building Code. The Building Inspection Division issues building permits and performs construction inspections for code conformance.

6. **DEVELOPMENT SERVICES**
   a. The Community Planning and Development Department’s Project Coordination Team (“Project Coordination”) is a multi-agency team that provides project management of Development Services infrastructure and site development process and is led by a Project Coordinator from Community Planning and Development. The Project Coordination team will be responsible for all coordinating the review of all Submittals made to Development Services pursuant to Schedule 11 and other parts of the Project Agreement. The Project Coordination team includes reviewers from all internal and external review and permitting agencies, including DOTI Transportation, DOTI Wastewater, Survey, Fire, Forestry, Urban Design, Zoning, Building, etc. that review infrastructure and site plans and parking arrangements that are not located within the City’s Municipal Airport System for compliance with ordinance requirements. The Project Coordination Team is led by a Project Coordinator will be assigned to assist with facilitation and management of all infrastructure and site planning applications and as a main point of contact with the Development Team.
b. The Project Coordinator will assist with identification of all required applications and permit approvals, including required zoning approvals as identified through the established review process.

c. Zoning's approval is required prior to release of most building permits. The Developer must obtain Zoning Permits to allow storage of equipment, trailers, or materials at a location at or near a construction site, if such location is not within the City's Municipal Airport System. Certificates of Occupancy must be signed by an Zoning Inspector prior to their release by the Building Inspection Division.

7. EXECUTIVE DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT
   a. The Executive Director of CPD shall appoint a building official. The building official is authorized and directed to act on behalf of the administrative agency in the interpretation and enforcement of all provisions of the Denver Building Code.
   b. The building official may order any work stopped, order work to be completed or corrected, order the use of occupancy of a building, structure or equipment discontinued and the structure, or portion thereof, vacated by notice served on any person causing such use or occupancy to be continued.
   c. The building official has the authority to inspect, investigate and survey, and the right of entry.

8. DIVISION OF SMALL BUSINESS OPPORTUNITY
   The Director of the Division of Small Business Opportunity (“DSBO”) or persons under the Director's administrative control will review the employment practices of the Developer and the utilization by the Developer of Small Business Enterprises (“SBE”), Minority and Women Business Enterprises (“M/WBE”) or Disadvantaged Business Enterprises (“DBE”), as applicable, at all levels of Subcontractors and Suppliers in connection with work performed under the Contract. The reviews will be made to determine whether or not all applicable rules, regulations, ordinances, and laws governing equal employment opportunity, affirmative action programs and SBE, M/WBE, or DBE requirements are complied with. This Office is an independent City agency.

9. CITY AUDITOR
   The City Auditor, an independent elected official, reviews certified payrolls for compliance with prevailing wage requirements before payment is made by the City.

10. MANAGER OF FINANCE
    The City's Executive Director of Finance pays the Developer for Work approved under the Contract. The Executive Director of Finance is also the City official responsible for collection of taxes and other monies due to the City.

11. CITY ATTORNEY
    The City Attorney represents the City in all legal matters. Before the City executes a contract, the City Attorney must have approved the contract for legality and must also have been satisfied that the insurance certificates or policies and the bonds offered by the Developer satisfy the insurance and bonding requirements in the Contract.

12. OFFICE OF RISK MANAGEMENT
    The Office of Risk Management establishes and approves the kinds and amounts of insurance required under each construction contract. Upon submission by the Developer of proof of such insurance, the Risk Management Administrator, in conjunction with the City Attorney, will review such submissions for acceptability. Risk Management also oversees the ROCIP in place during the D&C Period and its required workplace safety program.
1. **GENERAL REQUIREMENTS**

   Developer shall prepare and submit to the City for review a Project Management Plan ("PMP") in accordance with this Schedule 9 and in line with Good Industry Practice. At a minimum, the PMP shall include sections on:
   
   a. Staffing;
   b. Communications;
   c. Data Management;
   d. Quality Management;
   e. Environmental Management;
   f. Risk Management;
   g. Health and Safety;
   h. Emergency and Disaster Recovery;
   i. Energy Management and Conservation;
   j. Design Management;
   k. Construction Management; and

2. **STAFFING**

   a. As part of the PMP, Developer shall prepare, implement, manage, and as required, update an Organizational Chart and Staffing Management Plan in accordance with this Section and the Project Agreement.

   b. The Staffing Management Plan, including a graphical representation ("Organizational Chart") shall:
      
      i. identify key individuals and set forth reporting lines, roles, responsibilities, and authority including leaders for the various disciplines;
      
      ii. include details on how the various organizations within Developer and Developer-Related Entities will be interlinked and managed;
      
      iii. include details of management structures and management systems to be used for Project;
      
      iv. include details of the interface protocols and systems Developer and Developer-Related Entities shall utilize for interaction among each other, with the City, third parties, and the public;
      
      v. illustrate the independence of quality control, assurance, and audit personnel;
      
      vi. identify key individuals who will be responsible for any operations and maintenance activities during the Construction Period, if applicable, and the integration of these key individuals with design and/or construction activities;
      
      vii. include details for a process to replace key personnel; and
      
      viii. identify accountability, responsibility, management, and approvals of authorized Work scope.
3. COMMUNICATIONS
   a. As part of the PMP, Developer shall prepare, implement, manage, and as required, update a Public Information and Communications Plan. The Public Information and Communications Plan shall include both D&C Period and non D&C Period items and shall:
      i. describe of Developer’s strategy for the dissemination of information to the users, stakeholders and the general public, as related to future or current Work and the process to coordinate such information and communications and to obtain approval from the City for the dissemination of such information; and
      ii. clearly state the methods for the dissemination of information and communication.
   b. The Public Information and Communications Plan shall comply with the requirements set forth in Schedule 20 (Community Equity & City Requirements) and Schedule 21 (Stakeholder Communications).

4. DATA MANAGEMENT
   a. As part of the PMP, Developer shall prepare, implement, manage, and update as required a Data Management and Document Control Plan ("DMDCP")
   b. In the DMDCP, Developer shall describe:
      i. its Document Control System (“DCS”) and the methods by which all Project-related documents, data, and records shall be uniquely coded, stored, accessed in real-time as may be necessary and/or retrieved. The retrieval system shall allow for prompt, convenient retrieval of any Project-related document in a user-friendly format;
      ii. the routing, filing, control, access, and retrieval methods for all documents;
      iii. methods that the Developer shall utilize to provide Project data in a format the City can use after the D&C Period is complete; and
      iv. procedures for communication of Project information between Developer and the City.

5. QUALITY MANAGEMENT
   As part of the PMP, Developer shall prepare, implement, manage, and update a Quality Management Plan in accordance with the requirements set forth in Schedule 10 (Quality Management).

6. ENVIRONMENTAL MANAGEMENT
   a. As part of the PMP, Developer shall prepare, implement, manage, and update as required an Environmental Management Plan ("EMP") for the Project. Developer shall develop, implement, and manage an EMP, which shall:
      i. describe the Developer’s methods for complying with the requirements of Section 10 of the Technical Requirements and all applicable Environmental Laws;
      ii. provide for updates to the City throughout the Term regarding Developer’s performance of the obligations set forth in Section 10 (Environmental Requirements) of the Technical Requirements;
      iii. describe Developer’s methods and approach to:
         A. performing geotechnical investigations and complying with the requirements of Section 9 of the Technical Requirements;
         B. dealing with contaminants; and
C. performing a noise study, developing a construction noise and vibration mitigation program.

b. Developer shall develop, implement, and manage the following sub-plans within the EMP:

i. Environmental Communication Plan: The plan shall outline communication protocols to communicate key environmental commitments; compliance, noncompliance, and/or violations of environmental commitments; and any permitting issues and/or approvals. The plan shall provide that issues that may impact schedules or may result in non-compliance of environmental commitments shall be communicated to the City, in a timely manner as defined.

ii. Environmental Workforce Training: The plan shall describe Developer’s methods and approach to educating Developer’s personnel regarding Project environmental compliance to ensure awareness and compliance, during the Construction Period and the Operating Period, with Developer’s obligation under Section 10 (Environmental Requirements) of the Technical Requirements. The plan shall include that Developer shall provide this training, after consultation with the City and that training events will take place on a quarterly basis, with added events/updates provided as Developer’s staff changes.

iii. Environmental Commitment Tracking and Reporting System: The plan shall describe Developer’s methods and approach to implementing an Environmental Commitment Tracking and Reporting System to monitor and document progress of commitments in the form of a report to be delivered to the City as part of the Monthly Progress Report described in Schedule 13 (Reporting Requirements). The plan shall provide that Developer shall monitor and document all non-compliances with environmental commitments as set forth in the Agreement and report on their status to the City in the Monthly Progress Report.

7. RISK MANAGEMENT

a. As part of the PMP, Developer shall prepare, implement, manage, and update as required a Risk Management Plan ("RMP") for the Project. Developer's RMP shall identify:

i. negative risk events and associated risks;
ii. positive risk events (opportunities);
iii. measures to eliminate or mitigate negative risks and exploit opportunity;
iv. risk triggers;
v. a plan to monitor risks;
vi. a risk register and reporting; and
vii. risk meetings with key stakeholders;

b. The risk register shall be developed through a continual risk assessment process. Risks will be assessed using a qualitative approach during the initial phases of the program. A quantitative approach will be used for some program and project risks as deemed appropriate by the Project Risk Manager. The following steps will be used to undertake the risk assessment:

i. identify and describe the risk/opportunity;
ii. rank the probability/likelihood of occurrence;
iii. rank the consequences of occurrence (or impact on specific objectives);
iv. produce a combined risk ranking (probability x consequence) using a matrix for qualitative assessment;

v. produce a specific probability of occurrence multiplied by an assumed single point or 3-point (min/most likely/max) value representing the financial and/or schedule impact for quantitative assessment when appropriate;

vi. assign a risk owner/manager;

vii. determine the appropriate risk response (avoid, transfer, mitigate, accept);

viii. develop an action plan where the risk exceeds the risk tolerance threshold; and

ix. produce a mitigated risk ranking assuming the action is put in place.

c. As the program matures, quantitative risk models may be more fully developed to understand the combined effects of the risks using the industry-standard Monte Carlo analysis. All identified active risks will be quantified and included in one or more risk models when appropriate, and the models will be developed at a level appropriate to the specific needs on the Project.

d. The RMP will be integral in the planning, design, and construction phases of the Work and shall also include the following risk categories:

i. project delivery risks;

ii. technical risks in design and construction;

iii. nontechnical construction risks; and

iv. contractual risks related to subcontracts.

e. For each risk identified and assessed, Developer shall provide a response strategy.

8. HEALTH AND SAFETY

a. As part of the PMP, Developer shall prepare, manage, implement, and update as required a comprehensive Health and Safety Plan (HSP) that complies with occupation health and safety requirements. The HSP shall fully describe Developer’s policies, plans, training programs, Site controls, and Incident Response plans to ensure the health and safety of personnel involved in the Project, users and the general public affected by the Project during the Term.

b. Developer shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work, including enforcement of all workplace and safety requirements of the City, federal regulations, and the ROCIP, and shall be responsible for the safety of its personnel and of the general public affected by the Work.

c. The Developer shall, during the D&C Period, employ a full-time dedicated Safety Manager per the requirements of the ROCIP Safety Manual. The Developer shall, during the O&M Period, employ a full-time dedicated Safety Manager whose duties shall include the protection of persons and property and administration of the Developer’s HSP.

d. During the O&M Period, the Developer shall provide to the City a complete copy of any OSHA correspondence, report, warning, citation, directive or notice within 24 hours after it is received. The Developer shall also provide the City a copy of any Developer reply to any OSHA correspondence, report, warning, citation, directive or notice. This submittal is for informational purposes only and shall not alter the Developer’s responsibilities for safety of the Site.

e. Developer’s HSP shall address procedures for immediately notifying the City of all Incidents arising out of or in connection with the performance of the Work, whether on or adjacent to the Project, as required by the ROCIP Safety Manual during the D&C Period.
f. During the O&M Period Developer’s HSP shall describe Developer’s methods and procedures for complying with the following occupational health and safety obligations:

i. Developer shall take any needed action or proceed as directed, to protect the life, health, and general occupational welfare of personnel employed on the Project, to provide confined space training on the proper use of the testing equipment and all safety procedures to ensure a safe operation to Developer personnel and City personnel required to access the area for inspection purposes and to provide all safety and testing equipment required to both City personnel and Developer personnel to ensure the safety of all workers and inspectors during inspection operations of any confined spaces. Developer shall also provide proof of training, such as a course sign-in sheet or certificate of training. Developer shall provide appropriate rescue services, personnel, and equipment.

ii. If, in the City's opinion, persons on the Site are exposed to extraordinary conditions which could or do constitute a hazard, Developer shall modify such equipment, devices, and job procedures to ensure protection against the hazard or to reduce the risk.

iii. Developer shall give special emphasis to providing safeguards for any unusually hazardous operations and health hazards and include initial training and continuing instruction for all employees to enable them to perform work in a safe manner. Such initial training and continuing instruction shall include instruction in project safety practices, manner of reporting accidents, availability of medical facilities, and explanation of individual responsibility for accident-free operations.

iv. Developer shall require all persons to wear personal protective equipment at all times and in compliance with all applicable Law.

v. Developer shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including adequate lighting and ventilation, and appropriate danger signs and shall provide warnings and notices against hazards to the City and users of lands adjacent to the Site.

vi. Developer shall provide to the City a complete copy of any OSHA correspondence, report, warning, citation, directive or notice within 24 hours after it is received. The Developer shall also provide the City a copy of any Developer reply to any OSHA correspondence, report, warning, citation, directive or notice. This submittal is for informational purposes only and shall not alter the Developer’s responsibilities for safety of the Site.

vii. Developer’s O&M Period HSP shall describe Developer’s methods and approach to ensuring that fire hydrants adjacent to the Construction Work readily accessible to fire apparatus and material or other obstructions are not placed within 15 feet of any hydrant.

g. HSP shall include, at a minimum:

i. lock out/tag out procedures;

ii. hot work procedures;

iii. confined spaces procedures;

iv. work requiring special permits;

v. frequency of safety meetings and typical topics;

vi. approach for ensuring that subcontractors adhere to Developer’s safety requirements;
vii. contingency plans for emergencies (i.e. how first aid and/or serious accidents will be handled);

viii. accident reporting, investigation, and follow up procedures;

ix. a discussion of which employees, if any, have been trained to use fire extinguishers, trained in CPR, or any other special safety related training, fire and life safety training programs and orientation procedures for new employees;

x. work with the City to develop and conduct fire and life safety training programs for all Developer personnel and appropriate subcontracted personnel. New hires to be given training within their first 14 days with refresher sessions for all employees conducted on an 18 month basis; and

xi. fire drill/building evacuations performed annually. Developer will coordinate with the City for all emergency procedures, such as the fire drill.

9. EMERGENCY AND DISASTER RECOVERY

a. As part of the PMP, Developer shall prepare, implement, manage, and update as required an Emergency Management and Disaster Recovery Plan ("EMDRP") that covers the procedures for Emergency, Incidents and Force Majeure Events that may disrupt the Work or damage the Project. The EMDRP shall describe Developer’s plan for responding to Emergency incidents including:

i. severe weather incidents, including seismic events;

ii. power failures that may affect facilities, infrastructure, facility systems, or any portion of the Project;

iii. incidents that may damage facilities or interfere with pedestrian or bicycle circulation or traffic flow; and

iv. hazardous materials spills including flammable liquids.

b. The EMDRP shall set out Developer’s systems and procedures for limiting disruption to the Work and protecting documents and data in case of disaster, and promptly resume Work and restore the Project post-disaster.

c. Developer’s EMDRP shall:

i. identify relevant systems and their level of criticality to the Work and the continuing operation of the Project;

ii. identify the relevant personnel required for the proper functionality of the Facilities;

iii. categorize the different types of data, systems, and operations according to their criticality;

iv. identify the levels of redundancy, security, verification and any other precautions required to protect and restore critical systems and data;

v. identify potential disaster and major hazards to the Project and Developer’s action plan and procedures in response to each to restore Project operation after such event;

vi. describe how Developer shall coordinate with the City, local law enforcement agencies and emergency personnel, and affected third parties in response to Emergencies and Incidents;

vii. describe how Developer will notify the public about the Emergencies and Incidents; and

viii. describe Developer’s data backup process to safeguard the integrity of the data in the PMCS, CMMS and other systems, as appropriate.
d. Developer shall provide the City staff with training in the relevant disaster recovery procedures and systems utilized by Developer.

10. ENERGY MANAGEMENT AND CONSERVATION

As part of the PMP, Developer shall prepare, implement, manage, and update as required an Energy Management and Conservation Plan describing Developer’s plan to meet the requirements set forth in Section 19 of Schedule 15.

11. DESIGN MANAGEMENT

As part of the PMP, Developer shall prepare, implement, manage, and update as required a Design Management Plan (“DMP”) in coordination and compliance with Schedule 10 (Quality Management) that describes Developer’s approach to the D&C Work throughout the D&C Period. The DMP shall include the following:

a. Staffing Management Plan as applicable only to the performance of the Design Work;

b. reporting structure as applicable only to the Design Work. The reporting structure shall demonstrate the interface or coordination with the staff performing the Construction Work;

c. a design management process which includes how personnel will interface with the City (including the project management team and any approval agencies), construction, quality, and O&M Services organizations;

d. description of the phases of the design process including conceptual, 30% or schematic, 60% or design development, 90%, 100% or construction documents, and as-built documentation;

e. interface and coordination with the City, City agencies, and other authorities having jurisdiction for design reviews, permitting, etc. in accordance with Schedule 11 (Submittals); and

f. plans and procedures to manage the design Work, including but not limited to: design command, control and coordination among subconsultants, design submittals and submittal review process, design quality control, LEED Gold Certification compliance, meeting cadence and content, document control, release of early scope packages, design clarifications/bulletins/addenda, design services during construction, as-built documentation, O&M manual preparation, warranty, etc.

12. CONSTRUCTION MANAGEMENT

As part of the PMP, Developer shall prepare, implement, manage, and update as required a Construction Management Plan (“CMP”) in coordination and compliance with Schedule 10 (Quality Management) that describes Developer’s approach to the Construction Work throughout the Construction Period. The CMP shall include the following:

a. Staffing Management Plan as applicable only to the performance of the Construction Work;

b. reporting structure as applicable only to the Construction Work. The reporting structure shall demonstrate the interface or coordination with the City staff performing the Design Work, as well as coordination and input provided by staff who shall perform the Work related to Operating Period;

c. identification of construction packages (including advanced work) and major construction phases;

d. a construction management process which includes the interface with the Quality Manager, the independent engineer, the City (including the NWCO team as well as approving agencies such as CPD and DOTI), and O&M organizations; and

e. plans and procedures to manage the construction Work, including but not limited to: bidding strategy, packaging strategies, and procurement, including opportunities to expedite the Work, submittals and submittal review process, mobilization, meeting cadence and content, requests for information process, change management
process, quality inspections and testing, document control, field supervision, corrective work process, infrastructure or facility turnover, facility systems training, commissioning, LEED Gold Certification compliance, O&M manuals, warranty, etc.

13. OPERATIONS AND MAINTENANCE

As part of the PMP, Developer shall prepare, implement, manage, and update as required an Operations and Management Plan that describes Developer’s approach to the O&M Services throughout the O&M Period in accordance with the requirements set forth in Section 2.5 of Schedule 17 (Operations & Maintenance Requirements).
Schedule 10
Quality Management

1. QUALITY MANAGEMENT PLAN
1.1 Quality Management Plan Requirements
   a. The Developer shall prepare and submit for City Approval, a Quality Management Plan ("QMP") for the Work, including but not limited to the oversight of all subcontractors. The QMP will include the Design Quality Management Plan ("DQMP"), Construction Quality Management Plan ("CQMP"), Materials Testing and Inspection Plan ("MTIP"), and Operations and Maintenance Quality Management Plan ("O&M QMP"). Developer shall be ultimately responsible preparing the for the Quality Assurance ("QA") / Quality Control ("QC") (together, "QA/QC") program, whether directly or through subcontractors responsible for front line design, construction, and O&M quality control activities.
   b. The QMP shall be a comprehensive plan to ensure compliance with the Agreement and the quality of all aspects of the Project, including during the D&C Period and the O&M Period, using a single Quality Management System ("QMS"), which covers all the activities of Developer and Developer-Related Entities. Developer's QMS should include quality control procedures to be utilized to verify, check and review the quality of all Work and quality assurance procedures to confirm that the quality control procedures are being followed.
   c. The QMP shall be submitted in the format recommended by the International Organization for Standardization (ISO 9001:2015 series or equivalent ISO standard in effect on the Setting Date) and shall contain complete procedures for the implementation of the QMP.
   d. The QMP shall include as a minimum:
      i. a statement of the Developer’s commitment to quality and provide a clear definition of the scope of design and construction quality activities and detail the methods to ensure the Work meets the requirements of the Agreement;
      ii. a discussion on how the Developer will ensure that all disciplines, aspects, and elements of the Work shall comply with the requirements of the Project Agreement, including commitments made in the Developer’s Proposal;
      iii. a discussion on how the Developer will ensure that all Subcontractors comply with the requirements of the QMP;
      iv. a QA/QC organization chart indicating quality staff positions for design, construction, and O&M with lines of authority independent from the production/implementation staff, reporting to the highest level of the Developer’s organization. The Key Personnel for quality management shall be clearly identified and qualifications for such Key Personnel must adhere to best industry recommendations (e.g., ISO 9001:2015 or equivalent “Plan, DO, Check, Act” process);
      v. a discussion on how quality (design documents, materials/finishes, durability, etc.) of the elements will be maintained;
      vi. a requirement that all QA/QC documentation is signed by a Colorado Professional Engineer or Licensed Architect (as appropriate), in accordance with State law – as a minimum. Digital documentation is acceptable. Complete, legible copies of such records shall be furnished in full to the City within three Working Days of completed QA/QC activities, upon request;

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1 The City will advise whether the QMP will be a chapter within the PMP or a standalone document.
vii. a list of all deliverables to the City;
viii. procedures for preparing and presenting design and construction phase submittals, including those of subcontractors, vendors, offsite fabricators, suppliers and purchasing agents, for assuring they conform to contract requirements;
ix. procedures for the Requests for Information (RFI) process, including sufficient review periods by the City, up to and including final resolution of each RFI;
x. the requirement for individual Material Testing and Inspection Plans (MTIP) for each individual construction package. Specific tests required, minimum frequency of tests, and test procedures shall be in accordance with the City Minimum Frequency of Materials Sampling and Testing Standard;
xi. procedures for a Nonconformance Report (NCR) closeout including who needs to approve the final recommended disposition of the report and incorporating the following requirements:
   A. all elements constructed that are not in conformance with the Contract plans and specifications shall be documented with an NCR within two Working Days of occurrence; and
   B. disposition and correction of an NCR must be completed within four Working Days of the occurrence unless agreed upon by the City and the Developer;
xii. QA/QC staffing requirements, peer reviewers including inspectors and material testers, needed to thoroughly monitor the Work in progress at all times;
xiii. a description of the quality management organization including an organizational chart and narrative that identifies key individuals and set forth reporting lines, responsibilities, and authority including leaders for various disciplines; and
xiv. the names, qualifications, resumes, duties, responsibilities, and authorities of each person assigned to a quality management function or a QC/QA function.

The Developer shall update and submit to the City for Approval its revised QMP when its own quality management organization detects systemic or fundamental breaches of the Project Agreement or deficiencies in the manner the Work is inspected or tested, including breaches or deficiencies that have caused or that may cause nonconforming work to be performed, or when the City advises the Developer of such a problem. The Developer shall also revise the QMP should any of the following conditions exist:
i. QMP or procedure within the QMP no longer adequately addresses the matters it was originally intended to address;
ii. QMP or procedure within the QMP does not conform with the Developer;
iii. an audit by the Developer or the City identifies a deficiency in the QMP requiring an update;
iv. organizational structure changes require revision to the QMP;
v. the Developer is undertaking, or about to undertake, activities that are not covered within the current QMP; or
vi. the City requires the QMP to be updated, at its request.

1.2 Quality Management Organization

a. The Developer shall ensure QC is being performed by a group completely independent of the Developer’s Project Manager and subcontractors. The Independent Quality Control firm or function group (IQCF) shall be identified on the Developer’s Organizational Chart and shall be an independent group contracted by the Developer responsible for administering and managing design quality oversight, construction QC
inspection, sampling, and testing, and O&M quality processes. The IQCF and any subcontractors or sub-consultants thereto must not have any responsibilities for D&C Work scheduling or production activities.

b. The Developer shall identify in the QMP all necessary resources and personnel to perform all QA/QC activities required to ensure all Work meets the requirements of the Project Agreement. The QMP shall identify the design and construction quality hold points for quality reviews and QC testing and inspection and shall describe how the Developer will notify the City so that it may have the opportunity to perform its owner verification responsibilities.

c. The Developer shall comply with the following personnel-related requirements:

i. The Developer shall provide sufficient QA/QC staffing to adequately monitor the Work according to the demands of the D&C schedule. If quality standards or schedules are not being met, the Developer will provide additional QA/QC staff as requested by the City.

ii. The minimum quality management staff required is the Project Quality Manager (PQM), Design Quality Assurance Manager (DQAM), Construction Quality Control Manager (CQCM), Construction Quality Assurance Manager (CQAM), and a quality administration/document control clerk.

iii. The Developer shall employ a PQM for the Work. The PQM shall be responsible for the Developer’s quality program, including both QA and QC, overall design, construction, and life-cycle quality aspects of the Project, quality personnel, quality planning, quality training, quality control activities independent of production, quality system procedures enforcement, development and implementation of the quality program objectives, total system quality and management, quality records and documentation, and review and approval of the QMP prior to submittal to the City. This position shall be independent of the Developer’s and designer’s Project management and production staff, reporting directly to senior principals or officers of each entity. The PQM shall be involved throughout the D&C Period.

iv. The Developer’s organization shall employ a Design Quality Assurance Manager (DQAM) for the Work, who reports directly to executive management and shall be responsible for all design QA activities for the Project. The DQAM shall be responsible for verifying and providing confidence that the design Work meets or will meet the contractual requirements, managing the Developer’s design quality reviews and peer reviews, and implementing quality planning. Additionally, the DQAM shall ensure completed construction is consistent with design intent, working closely with the CQAM, CQCM and quality staff performing QA/QC activities for the Project.

v. The Developer’s organization shall employ a Construction Quality Assurance Manager (CQAM) for the Work, who reports directly to executive management and shall be responsible for all construction QA activities for the Project. The CQAM cannot be the same individual as the CQCM. The CQAM shall be responsible for verifying and providing confidence that the D&C Work meets or will meet the contractual requirements, managing the Developer’s workmanship inspections, implementing quality planning, overseeing QA testing and inspections. Additionally, the CQAM shall ensure design intent is consistent with completed construction, which may require additional oversight and staffing of separate individuals for these associated QA activities for the Project.

vi. The Developer’s organization shall employ a Construction Quality Control Manager (CQCM) for the Work, to be assigned full time on-site during construction. The CQCM shall be responsible for verifying and providing confidence that the D&C Work meets or will meet the contractual requirements,
managing the Developer’s workmanship inspections, implementing quality planning, overseeing QC testing and inspections.

vii. QC is the system used by the Developer, subcontractors, suppliers, and vendors to monitor, assess, and adjust their production or placement processes to ensure that the final product will meet the specified level of quality. QC includes sampling, testing, inspection, and corrective actions (where required) to maintain continuous control over a production and placement process (and to fulfill contract requirements). The Developer’s QC personnel shall be certified in accordance with City and industry standards.

1.3 Nonconforming Work

a. The Developer shall include in the QMP procedures to develop and maintain a system to identify, control, remedy, and report nonconforming work, including nonconforming work identified by the City. The QMP will include procedures to identify nonconforming work and to withhold payments to its subconsultants and subcontractors from the applicable scope item until the nonconforming work is remedied. The Developer shall remedy nonconforming work in accordance with the QMP. The responsibility for review and disposition of nonconforming work will be established in the QMP. The Developer shall identify nonconforming work by completing an NCR. An NCR shall include:

i. identification of nonconforming work, including tagging Work products;

ii. evaluation of the nonconforming work;

iii. recommendation for “replace” or “repair” or “use as is” dispositions;

iv. cause of nonconforming work;

v. proposed corrective action to prevent recurrence;

vi. responsibility for accomplishing corrective action;

vii. schedule of Work with a date of remedy completion;

viii. signature lines for the QC Manager, Developer’s Engineer, and the City for the acceptance of the proposed disposition (“replace”, “repair” or “use as is”); and

ix. signature lines for the QC manager and the City verifying the nonconforming work recommended remedy has been completed in accordance with the Approved disposition.

b. The Developer’s Engineer shall approve the recommended remedy for the nonconforming work prior to its submittal to the City. The Developer shall not perform the recommended remedy prior to its submittal to the City for “repair” and “use as is” dispositions.

c. The Developer shall develop and maintain a nonconforming work log to track and identify the status of nonconforming work. An updated log will be submitted to the City weekly and will be used by the Developer to look for nonconforming work trends to determine if corrective actions are needed.

d. All NCRs will be recorded by the Developer and provided to the City upon the City’s request and in any event on a quarterly basis without City request.

e. The Developer shall include in the QMP procedures for controlling the use of nonconforming work, including the tagging of nonconforming work products. Nonconforming work product tags will only be removed by the originator of the NCR or the originator’s supervisor, and only when the Developer demonstrates to the City that the nonconforming work product meets the requirements of the Contract.

1.4 Corrective and Preventative Action

The QMP will describe corrective and preventative action procedures that the Developer will use to identify and improve processes that produce, or may produce, systemic nonconforming
work identified by the Developer or by the City. The Developer’s corrective and preventative action procedures will include:

a. methods to investigate the cause of systemic nonconforming work and to determine what corrective action is needed to prevent recurrence;
b. methods to analyze all processes, Work operations, quality records, service reports, and the City assessments/testing to detect and eliminate the possibility of systemic nonconforming work from occurring;
c. methods to prioritize corrective and preventive action efforts based on the level of risk to the quality of the Work;
d. controls to ensure that effective corrective and preventative actions are taken when the need is identified; and
e. methods to implement and record changes in procedures resulting from corrective and preventative actions.

2. DESIGN QUALITY MANAGEMENT PLAN

a. As a subset of the QMP, Developer shall prepare and submit to the City for review and approval a Design Quality Management Plan (DQMP) that describes its policies, procedures, and staffing to manage the quality of the Design Work in accordance with the requirements of this Section 2. The DQMP shall apply to the design portion of the D&C Work to be accomplished during the D&C Period. For certainty, all references to the D&C Work in this Section 2 shall mean the design portion of the D&C Work, unless context requires otherwise. The DQMP shall describe and include, at a minimum, the requirements set forth in the following subsections.

i. Name, contact information and qualifications of the Design Quality Assurance Manager (“DQAM”).

ii. Organizational structure, including an organizational chart, of the Design Quality Control staff.

iii. The quality control and quality review procedures for professional services products shall be organized by discipline (such as architectural, structural, civil, utilities). These procedures shall specify measures to ensure that appropriate quality requirements are specified and included in the professional services product and to control deviations from such requirements.

iv. Specific QA/QC review procedures, including all required forms and checklists, shall be specified for preparing, verifying and checking all professional services products to ensure that they are independently checked and back-checked in accordance with Good Industry Practice and the requirements of the Agreement.

v. The designer and checker shall be clearly identified on the cover page of all Final Design Documents.

vi. Procedures shall be described for coordinating design work performed by different individuals or firms working in the same area, in adjacent areas, or on related tasks to ensure that conflicts, omissions or misalignments do not occur between drawings or between the drawings and the specifications. This shall also include the coordination of the review, approval, release, distribution and revision of documents involving such parties.

vii. Procedures shall:
A. ensure that Developer personnel are familiar with all the provisions of the Project Agreement concerning their respective responsibilities;
B. ensure that Developer provides for the education, training and certification, as appropriate, of personnel performing activities
affecting or assessing the quality of the Work to assure that such personnel achieve and maintain reasonable proficiency;

C. ensure that Developer personnel performing activities affecting or assessing the quality of the Work have adequate experience and training, as appropriate; and

D. ensure that the Work is performed according to the DQMP, Best Management Practices and the Project Agreement.

viii. Procedures shall be established for meeting documentation requirements; the filing of design criteria, reports and notes, calculations, plans, specifications, schematics and supporting materials needed during the final design; and the specific responsibilities of personnel to satisfy these requirements. All Design Documents shall be maintained, organized and indexed by Developer and copies made available to the City upon request.

ix. Procedures and schedules shall be established for the Design Quality Assurance Manager (DQAM) to perform audits of the quality control procedures of the firms involved in the design of the Project under the DQMP; the dissemination of audit results and the addressing of audit findings.

b. No design shall commence until the DQMP has been Approved by the City.

c. The lead design firm in the Developer’s organization shall employ a Design Quality Assurance Manager (DQAM) for the Work. The DQAM’s responsibilities shall be limited to administering contracts with the independent firms, managing and ensuring Developer compliance with the DQMP, and resolution of quality related issues. Design QC is required at the design manager level, whether for the lead designer or design subconsultants.

3. CONSTRUCTION QUALITY MANAGEMENT PLAN

a. Developer’s CQMP shall contain detailed procedures for Developer’s quality control and quality assurance activities for the construction portion of the D&C Work. The CQMP shall establish a clear distinction between quality control and quality assurance activities and persons performing them. The CQMP shall apply to the construction portion of the D&C Work to be accomplished during the D&C Period. For certainty, all references to the D&C Work in this Section 3 shall mean the construction portion of the D&C Work, unless context requires otherwise. The CQMP shall describe and include, at a minimum, the requirements set forth in the following subsections.

i. Methods and procedures that clearly define the distinction/ authority/ responsibility for the administration of Developer’s CQMP.

ii. A methodology for performing field inspections of D&C Work regularly and periodically at key milestones, hold points, and statutory inspections, in each case preparing a QC report to document the inspection performed.

iii. Methods and procedures to be utilized by Developer to obtain active participation of the work force in quality control operations to achieve a quality Project.

iv. A D&C quality control organization and staffing plan that shows the period of time that the quality control staff member(s) will be present on the Work Site and shall include resumes of the Key Personnel as specifically related to the implementation of such CQMP, and the experience/ knowledge/ skill levels of the quality control support staff provided in a matrix format to the City.

v. Construction quality assurance organizational and staffing plans. The period of time that the quality assurance staff member(s) will be present on the Work Site shall be shown; resumes of key staff members shall be included; and the required minimum knowledge, technical skills, and experience level of the personnel related to the various inspection functions, that will occur during the D&C Work shall be stated.
vi. Procedures for inspecting, checking, and documenting the D&C Work. Inspection, examinations and/or measurements shall be performed for each operation of the D&C Work to assure quality.

vii. Procedures to ensure that all activities affecting the quality of the D&C Work are accomplished using appropriate equipment for the task being performed.

viii. Procedures to ensure that the D&C Work is performed in accordance with the designs, plans, and specifications to which the City has provided its concurrence.

ix. Procedures to ensure that critical elements of the D&C Work are not started or continued without inspection and testing by the quality assurance personnel on site. Inspection or hold points shall be identified and communicated to the CQCM, and the City. Procedures to proceed beyond inspection points shall be developed.

x. Description of specific procedures to ensure that all D&C Work conforms to the requirements of the Project Agreement, Governmental Approvals and applicable Law, and the Design Documents, as well as that all materials, equipment, elements and finishes of the D&C Work will perform satisfactorily for the purpose intended and are in accordance with the Project Agreement and the Technical Requirements.

xi. Documents that specify that all activities undertaken by or on behalf of Developer affecting the quality of the Work shall be prescribed and accomplished by documented instructions, procedures, and appropriate drawings. Such instructions, procedures and drawings shall include quantitative and qualitative criteria to be used to determine compliance.

xii. Measures to ensure that purchased materials comply with the Technical Requirements Schedules and subsequently, with the Developer’s design and accepted shop drawings, materials, and product data submittals.

xiii. Procedures for identification and control of materials, equipment, and Project elements and finishes. These procedures shall be consistent with Good Industry Practice.

xiv. Procedures designed to avoid using or installing materials, equipment or elements of the D&C Work that do not conform to the Technical Requirements or the Project Agreement, the Governmental Approvals, applicable Law or the Design Documents. These procedures shall include procedures for the City to review nonconforming work and procedures to prevent reoccurrence of nonconforming work.

xv. Procedures for resolving discrepancies and/or questions in the plans and specifications so that all changes are reviewed by the City, documented and approved by Developer’s design engineers.

xvi. A program for coordination of all inspection and testing with the inspections and tests of Utility Owners.

xvii. Procedures to control the handling, storage, shipping, cleaning and preservation of materials and equipment to prevent damage or deterioration.

xviii. A comprehensive system of planned and periodic audits of Developer’s CQMP to determine adherence to and the effectiveness of the CQMP. IQCF personnel shall perform the audits in accordance with the written procedures or checklists. Audit results shall be documented, reviewed, and acted upon by Developer. Follow-up action, including re-audit of deficient areas following corrective action, shall be taken.

xix. Measures to control the receipt and issuance of controlled documents, such as instructions, procedures, training manuals and drawings, including changes thereto, which prescribe activities affecting quality. These measures shall
ensure that approved documents, including authorized changes thereto, are reviewed for adequacy and approved for release by authorized personnel of Developer and are distributed to and used at the location where the prescribed activity is performed. Changes to documents shall be reviewed and approved by the same organizations that performed the original review and approval unless the City consents, in writing, to another responsible organization.

xx. The requirements and methods for controlling documents. Developer’s document control system shall be compatible with the City’s and in compliance with Schedule 8.

xxi. Procedures and personnel to be used to assure that specified instrumentation is installed and monitored in accordance with applicable specifications.

xxii. The form and distribution of certificates of compliance.

xxiii. Procedures for quality control in the CQMP with respect to checking and verifying the accuracy and adequacy of construction stakes, lines, and grades established by Developer.

xxiv. In order to inspect the D&C Work and to perform independent quality oversight inspection, verification, sampling, testing and audit for compliance with the Project Agreement, Developer will provide to the City, unrestricted entry at all times to such parts of the Project and facilities that concern the manufacture, fabrication (onsite and offsite), production, or testing. Performance by the City of such quality oversight, inspection, verification, sampling, testing and audit does not relieve Developer of any of its responsibility under the Project Agreement and in particular its responsibility for the quality of the D&C Work.

xxv. Procedures for achieving Occupancy Readiness, Substantial Completion and Final Acceptance for each Facility and the Project, including procedures to certify to the City that all D&C Work meets all acceptance criteria.

b. No D&C Work shall commence until the applicable sections of the CQMP have been Approved by the City.

4. MATERIALS TESTING AND INSPECTION PLAN

a. The QMP will include an MTIP describing all of the proposed inspections and test procedures, including products provided by suppliers during the manufacturing, receiving, and installation process, to ensure the requirements of the Project Agreement are met. The MTIP will identify all inspections and tests required including, at a minimum, reference to the requirements of the Project Agreement, frequency of the inspections and tests, and the Developer-developed QC processes. Where no inspections or test standard exists in any of the City Standards or Specifications, the MTIP will develop criteria based on the best-available industry standard information and technology.

b. The MTIP will include procedures for delivery, handling, and storage of finished products ensuring they are properly handled and stored to prevent damage, deterioration, or theft. It also will document procedures for stored items and materials consistent with the expected duration and type of storage, and procedures for monitoring special processes utilized in fabrication, assembly, and testing of specified products. Special processes are those requiring qualified/certified production, inspection, and test personnel to perform highly skilled Work, such as welding, brazing, soldering, non-destructive testing, machining, coating, or plating.

c. The MTIP will describe all QC inspection and test activities to be carried out, including QC hold-points, and establish authority within the Developer’s organization for releasing Work beyond the hold-point. While the Developer shall notify the City when Work has progressed to a hold-point, it will be the responsibility of the Developer’s construction quality control manager (CQCM) to verify that all requirements have been met prior to allowing the Work to progress.
d. The MTIP will include a summary of activity-specific material quantities to document that the minimum sampling, testing, and inspection requirements have been met. This summary will be performed and provided to the City monthly.

e. The MTIP will include processes to control, calibrate, and maintain test equipment (both field and lab equipment) to ensure it meets industry standards and other applicable requirements. Test equipment used by the Developer will be of a quality and capacity that ensures that measurements made are to levels of accuracy and precision that are required by the test procedure.

f. The MTIP will:
   i. identify the test required and the accuracy required, and select the appropriate test equipment;
   ii. define procedures to calibrate all test equipment prior to initial use and at prescribed maintenance intervals against certified equipment and measurement standards of the National Institute of Standards and Technology, or other similarly recognized technical standards customarily accepted in the industry (where no standards exist, the basis for calibration will be developed in writing based on the best-available information and technology);
   iii. identify test equipment with a suitable indicator to show the calibration status of the test equipment;
   iv. maintain current calibration records for test equipment;
   v. define procedures to ensure that environmental conditions are suitable for calibrating test equipment;
   vi. define procedures to ensure that the handling and storage of test equipment is such that the accuracy and fitness for use is maintained; and
   vii. define procedures to safeguard test equipment, including test hardware and test software, from adjustments that would invalidate calibration settings.

g. The Developer shall submit a list of any and all equipment to be used, with calibration dates and certifications.

5. O&M QUALITY MANAGEMENT PLAN
   a. The O&M QMP shall, at a minimum:
      i. clearly outline the roles, rights, and responsibilities of the City, and Developer, as applicable, and consistent with the requirements of Schedule 17 (Operations & Maintenance Requirements);
      ii. include procedures to report, the status of, and the closeout of, all nonconforming work and noncompliances throughout the Term. The O&M QMP shall also include procedures for investigations and surveys undertaken by Developer as part of the monitoring process;
      iii. encompass all Work performed by Developer, Developer-Related Entities, Contractors and suppliers of all tiers;
      iv. assign an overall Quality Manager that shall supervise and coordinate all the Quality Management activities and procedures set forth in the O&M QMP;
      v. provide guidelines for development of a Design Quality Management Plan for any Design Work to be accomplished during Operating Period pursuant to a City Change; and
      vi. provide guidelines for development of a Construction Quality Management Plan for any D&C Work to be accomplished during the O&M Period pursuant to a City Change.
   b. No relevant Work shall commence until the O&M QMP has been Approved by the City.
6. IMPLEMENTATION OF THE QUALITY MANAGEMENT SYSTEM

6.1 Records

a. The Developer shall maintain current daily records of all QA/QC operations performed. The Developer shall employ a full time on-site quality administration/document control clerk. These records shall be in a form acceptable to the City and include a description of subcontractors and vendors working on the Project, the number of personnel working, the weather conditions encountered, any delays encountered, identification of nonconforming work, and corrective action taken on current and previous nonconforming work. In addition, these records shall include factual evidence that required QC activities including material testing and inspection have been performed, including but not limited to the following:

i. type and number of QC tests performed;
ii. results of QC tests;
iii. inspections performed and findings;
iv. nonconforming work identified; and
v. corrective actions taken.

b. Such records shall address both conforming and nonconforming work and shall include a signed statement that all supplies and materials incorporated into the Work fully comply with all requirements of the Project Agreement unless identified as nonconforming work. Complete, legible copies of such records shall be furnished in full to the City within three Working Days of the date of the daily record, upon request. Nonconforming work shall be brought to the attention of the City upon discovery of the nonconforming work.

6.2 Monthly Construction Quality Reports

In addition to the daily reports required and furnished, the Developer shall furnish a monthly construction quality report. This monthly report shall include as a minimum:

i. summary of construction QC staff on site during the month, including current adequacy of quality staff resources;
ii. summary of construction QC activities during the month;
iii. detailed summary of all tests performed by category;
iv. trend analysis of QC test results;
v. log of all outstanding unresolved failing tests;
vi. nonconforming work status;
vii. construction quality problems and resolutions;
viii. summary of Certificates of Compliance; and
ix. process to identify, evaluate, and implement preventative solutions to improve upon the identified quality problem.

6.3 Punch List Work

The Developer shall develop a Punch List and Punch List log. The Punch List and Punch List log will be completed by QC and QA personnel. The City will be invited by the Developer to attend walks of the Work to include items on the Punch List. The Developer Punch List and Punch List log shall be provided to the City.

6.4 Independent Assurance Testing and Construction Oversight

Independent Assurance Testing (IAT) and inspection oversight will be performed by the City. The CQAM shall monitor the progress of the placement of materials and inform the City about an upcoming need for an IAT consistent with the IAT schedule in the City Minimum Frequency of Materials Sampling and Testing Standard. The City reserves the right to perform IAT and
inspection oversight at any time with or without the Developer’s knowledge. The City may deviate from the IAT schedule at any time.

6.5 Additional Testing

The City retains the right, but not the obligation, to direct the location and timing of additional testing to be performed at the Developer’s expense. Such additional testing shall not exceed four percent of the total effort required by the City Minimum Frequency of Materials Sampling and Testing Standard. This additional testing shall be recorded as City Directed Testing (CDT) and such testing shall be in addition of that required by the QA schedules detailed in the City Minimum Frequency of Materials Sampling and Testing Standard. Such additional testing shall not be used by the Developer to meet the minimum frequencies required by the CQMP or subsequent MTIPs. CDT shall be performed as soon as practical after direction by the City. CDT tests shall be included in the Developer’s quality evaluation and acceptance of the Work. However, in no case shall such testing be performed later than two hours after requested by the City. If after a City request for CDT, the Developer performs Work which makes the CDT more difficult or expensive; removal and subsequent replacement of Work to allow for testing where directed shall be solely at the Developer’s expense.

6.6 Disclaimer

No review, implied acceptance or implied Approval, or “Statement of No Objection” by the City, of any report or document or other aspects of Developer’s acts or omissions with respect to the quality of design, construction, or O&M Work shall relieve the Developer of its obligations to complete the Work in accordance with all requirements of the Project Agreement or its obligations of warranty.
Schedule 11
Submittal Review Process

1. PROCESS OVERVIEW

1.1 General Requirements

a. Except as otherwise provided in the Technical Requirements, the provisions of this Schedule 11 apply to all Submittals.

b. Developer shall prepare, compile and maintain a schedule of submittals ("Submittal Log") which shall list all required Submittals, including a record of the date and contents of each Submittal and the date of receipt and content of each returned Submittal and comments thereon, which shall be provided to the City upon request. The Submittal Log shall be provided to the City for review.

c. Each Submittal required by the Project Agreement or by applicable Law to be signed and sealed by persons with professional designations (including, where applicable, by a Registered Professional), shall, where applicable, be so signed and sealed.

d. Each Submittal shall include copies of all documents to be reviewed and shall clearly identify the purpose of the Submittal and Developer's proposed course of action and project scope that are the subject of the Submittal.

e. Each Submittal shall, where applicable, refer to the relevant provisions of the Project Agreement, and to any related Submittal that has previously been subject to review.

f. Each Submittal shall be clearly identified as a Submittal and shall be delivered with appropriate cover letter or documentation, which shall include a list of all attached Submittals and for each Submittal:

i. the document number(s) or drawing number(s);

ii. revision numbers (if applicable);

iii. document or drawing title(s);

iv. name of entity that prepared the Submittal;

v. the Submittal history showing date and delivery information and/or log number of all previous submittals of that Submittal including reviewer and checker initials; and

vi. identification of any previous Submittal superseded by the current Submittal.

g. The City shall review and respond to each Submittal in accordance with Section 4.

1.2 NWCO Review

a. NWCO is responsible for the City’s review of all Submittals required under the Project Agreement during the D&C Period. The Developer shall submit to the City all documents required by the Project Agreement.

1.3 Development Services

a. Development Services is a team that is dedicated to the regulatory review and permitting of all private land development within the City for all new neighborhood scale projects, site specific commercial projects, residential projects that consist of 3 or more units and large expansions or site improvements. All reviews required to be undertaken by Development Services under applicable Law shall be in addition to the review conducted by NWCO on behalf of the City under the Project Agreement. Development Services review applies to both the Triangle Public Elements and the Private Development.
2. DEVELOPMENT SERVICES REVIEW

2.1 Overview

a. The Developer shall submit the following applications and permits, as applicable, to Development Services for review and approval in accordance with this Schedule 11.

b. The horizontal infrastructure phase includes the identified applications required to subdivide the land into development parcels, zone lots, rights-of-way, and construction drawings for trunk line infrastructure needed to service the development. The applications can be submitted for the entirety of a site or in accordance with any phasing plan established in the Infrastructure Master Plan. Typical regulatory applications include:

i. Subdivision;
ii. Transportation Engineering Plans;
iii. Stormwater and Sanitary Sewer Construction Plans; and
iv. Horizontal Site Development Plans;

a. The vertical site development phase includes the required applications to permit the vertical development on individual sites within the overall development. The applications follow standard Development Services project review and coordination procedures. Typical vertical site development applications include:

i. Site Development Plan;
ii. Transportation Engineering Plans;
iii. Stormwater and Sanitary Sewer Construction Plans;
iv. Sewer Use and Drainage Permits;
v. Zoning Construction Permits; and
vi. Building Permits.

2.2 Development Services Submittals

a. Site engineering submittals, such as Transportation Engineering Plans and Storm/Sanitary Plans and Reports, may be submitted concurrently with the Site Development Plan and are a prerequisite for approval of the Site Development Plan.

b. The applications in each project phase must be approved prior to approval (and submittal) of the next suite of applications.

c. Within the group of applications, the building permit is the last permit that will be issued. Issuance of a building permit is contingent upon approval of all Site Development Plans and engineering applications and issuance of SUDP and zoning permits.

d. All Development Service and building permit applications shall be submitted on-line through the City's e-permitting system (www.denvergov.org/epermits).

e. When requested by the City, the Developer shall coordinate and/or participate in design presentations in order to assist in the timely review process.

2.3 Building Permit Review and Permitting for Initial Permits

a. Building permit review differs from other development application in that it is not a coordinated review process. While all reviews are scheduled for the same review timeframe, comment memos shall be provided to the Developer by each individual reviewer independently from one another and resubmittals may occur piecemeal based upon review discipline and independent of one another.

b. Once all review disciplines are approved, the permit is referred to the Project Coordinator for final sign-off on the permit. The Project Coordinator verifies that the permit sets are consistent with the approved Site Development Plan. Discrepancies
between building plans and the approved Site Development Plan can delay the approval process.

c. Figure 3.1 is a general representation of the building permit review process. Only standard reviewers are indicated. Additional agency reviewers may be needed depending on the scope of the permit.

2.1 Review Times

a. The City will work with the Developer to understand the Developer’s needs and to package and time Submittals. For any reviews undertaken by Development Services, the City shall respond within the following review times:

i. Infrastructure Master Plan:
   A. initial review within 25 Working Days;
   B. second review within 20 Working Days;
   C. subsequent reviews within 15 Working Days;

ii. Site Development Plan:
   A. initial review within 20 Working Days;
   B. second review within 15 Working Days;
   C. subsequent reviews within 10 Working Days;

iii. Transportation Engineering Plan:
   A. initial review within 15 Working Days;
   B. second review within 10 Working Days;
   C. subsequent reviews within 5 Working Days;

iv. Stormwater and Sanitary Sewer Construction Plans:
A. initial review within 15 Working Days;
B. second review within 10 Working Days;
C. subsequent reviews within 5 Working Days;
v. SUDP review within 15 Working Days; and
vi. building permits:
   A. initial review in accordance with the review times published quarterly on the City’s website at https://www.denvergov.org/content/denvergov/en/denver-development-services/help-me-find-/plan-review-times.html;
   B. resubmittals within one half of the initial review time.

b. The review times set out above in Section 2.1a do not apply to those Submittals being submitted for information and not City Approval. Such Submittals shall be reviewed within 15 Working Days.
c. Changes to the submittal schedule will require a minimum of 3 days for the City to evaluate and respond and may require corresponding revisions to the review times set out above in Section 2.1a.
d. Should the Developer’s submittal review schedule require multiple reviews concurrently, the review times set out in Sections 2.1a and 2.1b will be adjusted to reflect the level of information in the overlapping reviews.

3. WORK SUBMITTAL TIMING AND FORMAT FOR SUBMITTALS

3.1 NWCO Review
a. In addition to the Deliverables listed in the Project Agreement and Schedules, Developer shall make the following Submittals in accordance with this Schedule 11 for all major Work packages contemplated for the Project:
   i. 30% complete design drawings;
   ii. 60% complete design drawings; and
   iii. 100% complete design drawings.
b. For any reviews undertaken by DOTI or NWCO, the City shall respond within 15 Working Days;

3.2 Requests for Information or Clarification
a. The Developer shall submit any requests for information or clarification of Contract Documents and Technical Requirements to the City. When the City responds to such requests for information or clarification, it will issue a response which can consist of a written explanation with or without drawings or other information in the City’s sole discretion. Such requests and responses to such requests shall neither authorize nor constitute time extensions or changes in the amount. Should the Developer believe that the response to any request for information or clarification requires a Change in Costs or time extension, it shall submit written notice to the City in accordance with the Project Agreement and Schedule 28.
b. The Developer shall review and attempt to answer requests for information or clarification from its designers, subcontractors and suppliers. Such requests shall be encompassed within the Developer’s request for information or clarification by the Developer to the City if the Developer is unable to answer such requests.

3.3 Shop Drawings, Product Data and Samples
a. The Developer shall submit all shop drawings, product data and samples to the City in accordance with the requirements in the Technical Requirements and Developer’s Technical Specifications, or as otherwise directed in writing by the City. Shop drawings
and product data will be returned to the Developer with a written transmittal in accordance with the Technical Specifications.

b. By preparing, certifying, and submitting shop drawings, product data, and samples, the Developer represents that the Developer has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project, the Project Agreement and previously reviewed and accepted submittals.

c. The Developer shall not be relieved of responsibility for any deviation from the requirements of the Project Agreement by the acceptance of shop drawings, product data or samples unless the Developer has specifically disclosed such deviation, in writing, at the time of submission and obtained written acceptance of the specific deviation by the City. The Developer shall not be relieved from responsibility for errors or omissions in the shop drawings, product data, or samples by the City's review and acceptance of them. Review and acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.

3.4 Substitution of Materials and Equipment

a. After NTP1, the Developer may ask for substitution of Technical Requirements specified material or equipment, if any, with equal or equivalent items only under the following circumstances: (i) The Developer provides evidence to the City that establishes that an item of specified material is not available; (ii) the Developer provides evidence to the City establishes that the specified item will have an unreasonable delivery time due to no fault of the Developer; or (iii) acceptance of such substitution would result in a significant savings to the City without materially impairing the quality or performance of the Work. If any of these circumstances exist, the Developer shall request approval for a substitution at least thirty (30) Days before the material or equipment must be ordered.

b. All requests for substitutions shall be made in writing as part of a submittal. The request shall describe all features of the requested substitution including any tie-in with other elements of the Work, including utilities and controls along with the size and capacity of substitute materials or equipment. The request must be submitted on a form provided by or otherwise acceptable to the City and shall list all differences from the product described in the Technical Requirements, as applicable, include the price of the specified item and the requested substitution, and describe any advantages or disadvantages of the proposed substitution. The Developer shall be responsible for any effect upon related Work in the Project of any substitution and shall pay any additional cost resulting from or relating to any substitution.

3.5 Submittal Review Schedule

a. As part of the Submittals Log required under Section 1.1b, Developer shall develop a schedule of Submittals to be followed during the Term that is consistent with Sections 2.1 and 2, the Project Agreement, the Project Management Plan and all Project Schedules. The Submittal Log shall include all Submittals beginning at NTP1 and ending with Project Final Acceptance. Submittals relating to Design Work and Construction Work for construction milestones identified in the Baseline Schedule, and Submittals relating to major equipment or long lead time items, shall be reflected in the Baseline Schedule.

b. Reviews of Submittals shall be, to the extent practicable, evenly scheduled. Submittals shall be logically organized into manageable pieces.

c. Developer may not submit more than five (5) Submittals in total across the following at any one time:

i. New Arena;
ii. 1909 Building;
iii. Expo Hall; and
iv. Parking.

d. Developer shall include the following in the Submittal Log:
i. Deliverable Requirements Tracking List; and
ii. Third Party Approvals Tracking List,
which shall both be tracked progressively by the Developer and updated and shared with the City on a monthly basis.

3.6 Submittals Format

a. Unless formatting and content requirements of the respective Submittal are specified by the City through existing procedures or processes or as specified in Section 2.2, Developer shall furnish all Submittals by way of electronic copy through Document Control System. Printed copies of Submittals shall only be submitted to the City at the request of the City. Developer shall provide to the City a PDF electronic copy of each submittal with the electronic file in native format. The PDF electronic file shall have the signature of an authorized representative of Developer and shall have an appropriate resolution for its intended use.

a. Developer shall include with each Submittal a transmittal cover sheet in a form acceptable to the City.

b. The minimum sheet size for submittals shall be eight and a half (8.5) inches by eleven (11) inches, and the sheet size for plans and drawings shall be no less than thirty (30) inches by forty-two (42) inches. Every page in a submittal shall be numbered in sequence.

c. All Plans shall be signed and sealed by the Engineer of Record or Architect of Record.

4. WORK SUBMITTAL REVIEW PROCESS

4.1 General

Except as otherwise provided in the Technical Requirements, the purpose of the Submittal review is for the City to review professional services products for general compliance with the Project Agreement, Technical Requirements, Good Industry Practices and Permits.

4.2 Comments

a. The City shall return Submittals to Developer and assign one of the following four comments:

i. “Approved”, including “Approved with Comments”;

ii. “approved”;

iii. “acknowledged”;

i. “Revise and Resubmit”; or

i. “Reviewed”.

b. The comment “Approved” will be assigned to those Submittals that, in the opinion of the City, conform to the requirements of the Project Agreement. Despite such Approval, Developer shall retain the risk of ensuring such Submittals comply with the Project Technical Requirements, standards and any other codes and regulations. Developer shall comply with and implement such Submittals.

c. The comment “Approved with Comments” will be assigned to those Submittals that, in the opinion of the City, generally conform to the requirements of the Project Agreement, but in which immaterial deficiencies have been found through the City’s review. Developer shall correct these Submittals and provide a copy of the corrected Submittals to the City. Developer shall comply with and implement such Submittals after correction, in accordance with the comments. If at any time it is discovered that
Developer has not corrected the deficiencies on the Submittals stamped “Approved with Comments”, then Developer will be required to modify the Submittals as required to ensure that the Work complies with the Project Agreement, and to, at the City’s discretion, resubmit relevant Submittals. No extension of time will be given or additional compensation paid in respect of any such modification or resubmittal.

d. The comment “approved” will be assigned to those Submittals that, at the City’s discretion, conform to the requirements of the Project Agreement. Despite such approval, Developer shall retain the risk of ensuring such Submittals comply with the Project Technical Requirements, standards and any other codes and regulations. Developer shall comply with and implement such Submittals.

e. The comment “acknowledged” will be assigned to those Submittals that the City recognizes as constituting the Submittal required under the Project Agreement.

f. The comment “Revise and Resubmit” will be assigned to those Submittals that, in the opinion of the City, contain significant deficiencies or do not generally conform to the requirements of the Project Agreement. Developer shall correct and resubmit these Submittals as soon as practicable, or within such longer period as Developer may reasonably require, and as agreed to by Developer and the City. The City shall then review such resubmitted Submittals, within such time periods as specified in Section 2.1 of this Schedule 11 and assign a comment to the corrected Submittal. The Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a comment of “Approved” or “Approved with Comments” or “approved” from the City that permits Developer to proceed. No extension of time will be given or additional compensation paid in respect of any such modification or resubmittal.

g. Should revisions be required as a result of the comments, the Developer may be requested by the City to attend a coordination meeting with NWCO and representatives of the City, including Development Services.

h. The comment “Reviewed” will be assigned to those Submittals that do not require Approval from the City, in the opinion of the City and in accordance with the Project Agreement and are submitted for information only.

i. If, at any time after assigning any comment to a Submittal, the City or Developer discovers any significant deficiencies or any failure to conform to the requirements of the Project Agreement, the City may revise the comment assigned to any Submittal. If the Parties agree or it is determined in accordance with the Dispute Resolution Procedure that the revised comment is correct, Developer shall make all such corrections to the Submittals. No extension of time will be given or additional compensation paid in respect of any such modification or resubmittal.

5. THIRD PARTY REVIEW

a. Developer shall submit to the City, each Deliverable for Third Party Review concurrently with its submission to the relevant Governmental Authority, Utility Owner, or other third Person, except: with respect to any Submittal for Third Party Review that the City has notified Developer must be reviewed and/or approved:

i. by the City, as applicable, prior to submission to any relevant Governmental Authority, Utility Owner or other third Person; or

ii. by the relevant Governmental Authority, Utility Owner or other third Person prior to submission to the Department or the Enterprises, as applicable; or

iii. as otherwise expressly provided for in this Project Agreement.

b. Except as otherwise expressly provided for in this Project Agreement, the City shall not be obligated to provide Developer with a written response on any Deliverable for Third Party Review that is subject to concurrent review until the relevant Governmental Authority, Utility Owner or other third Person has formally provided a response or granted approval (conditional or otherwise) to it, at which time, as applicable, the City will provide a written response within 15 Working Days.
Part A: Subcontracting Terms

1. MANDATORY TERMS FOR SUBCONTRACTS OF EVERY TIER

1.1 D&C Work and O&M Work

Each Subcontract of any tier for D&C Work and O&M Work (except to the extent expressly provided otherwise below) shall include a provision:

a. requiring such entity to obtain and maintain all licenses, registrations, permits, and approvals required by applicable Law for perform the D&C Work or O&M Work, as applicable;

b. expressly stating that all remaining warranties and guarantees, express or implied, shall inure to the benefit of the City, its successors and assigns, and any third parties for whom Work is being performed, upon expiration of the Term or earlier termination of the Project Agreement;

c. stating:

   In connection with the performance of the [D&C or O&M] Work, the Developer shall not, and shall ensure that its Subcontractors shall not, refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, and/or physical and mental disability;

d. requiring each Subcontractor to:

   i. comply with Section 8.1 of Executive Order No. 142 (2017);

   ii. not take, or permit any Developer-Related Entity to take, any action (or refrain from taking any action) that would directly or indirectly prejudice or frustrate the City’s compliance with such Executive Order or the Public Safety Enforcement Priorities Act (City Ordinance 17-0940 (2017));

e. with respect to the Public Elements, requiring compliance with, and agreeing to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. sections;

f. requiring compliance with “prevailing wage” provisions below:

   i. each Subcontractor agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every

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1 Use “D&C” or “O&M” depending on the type of Subcontract.
covered worker no less than the prevailing wages and fringe benefits in effect on
the date funds for the contract were encumbered;

ii. the RFQ was advertised March 1, 2019, as amended March 20, 2019, by
Addendum No. 1 and April 26, 2019, by Addendum No. 2;

iii. an acknowledgement that prevailing wage and fringe rates will adjust on the yearly
anniversary of the actual date of bid or proposal issuance, if applicable, or the date
of the written encumbrance if no bid/proposal issuance date is applicable. Unless
expressly provided for in this Agreement, Subcontractor will receive no additional
compensation for increases in prevailing wages or fringe benefits;

iv. upon request, Subcontractor shall provide the City’s Auditor:
   A. a list of all its Subcontracts;
   B. electronically-certified payroll records for all covered workers employed
      under each Subcontract;

v. a requirement that the Subcontractor shall prominently post at the work site the
current prevailing wage and fringe benefit rates. The posting must inform workers
that any complaints regarding the payment of prevailing wages or fringe benefits
may be submitted to the City Auditor by calling 720-913-5000 or emailing
auditor@denvergov.org; and

vi. failure to pay workers under a Subcontract in accordance with the City’s Payment
of Prevailing Wage Ordinance, shall result in a suspension of payment under such
Subcontract, require the noncompliant Subcontract to provide documentation
evidencing payment in accordance with the Payment of Prevailing Wage
Ordinance, and/or result in the City directing the Developer to suspend or terminate
such Subcontract for a noncompliance with the Payment of Prevailing Wage
Ordinance;

g. requiring compliance with the “living wage” provisions below:

i. employees of the Subcontractor may be subject to the payment of living wages
pursuant to § 20-80 et seq., D.R.M.C., depending upon the nature of their work.
The Subcontractor covenants and affirms that the Subcontractor is familiar with
the living wages provisions and is prepared to pay or cause to be paid living wages,
if any, required by the scope of work of the Subcontractor. The living wages
provisions are applicable to all direct service contracts in excess of two thousand
dollars ($2,000.00);

ii. The Subcontractor shall pay every “Covered Worker,” as defined in § 20-80(a)
D.R.M.C., a living wage as provided in § 20-80, D.R.M.C.;

iii. The wages to be paid for every Covered Worker shall be not less than the wage
from time to time determined under § 20-80(b) and (c) to be the living wage;

iv. The Subcontractor shall pay Covered Workers employed directly upon the site of
the work the full amounts accrued at time of payment, computed at wage rates not
less than those stated or referenced in the specifications, and any addenda
thereto, on the actual date of the contract or the written purchase order for contract,
regardless of any contractual relationship which may be alleged to exist between
the parties to the Subcontract and the Covered Workers. Increases in living wages
subsequent to the date of the Subcontract for a period not to exceed one (1) year
shall not be mandatory on either party to the Subcontract. Future increases in living
wages on Subcontracts whose period of performance exceeds one (1) year shall
be mandatory for the parties to such Subcontract only on the yearly anniversary of
the Subcontract. Decreases in living wages subsequent to the date of the Subcontract shall not be permitted;

v. The Subcontractor shall post in a prominent and easily accessible place to the Covered Workers the scale of wages to be paid to the Covered Workers;

vi. If the Subcontractor shall fail to pay such wages as are required by the contract, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Subcontractor furnishes the City Auditor evidence satisfactory to the City Auditor that such wages so required by the Subcontract have been paid;

vii. The Subcontractor shall furnish to the City Auditor, upon the City Auditor’s request, a true and correct copy of the payroll records of all Covered Workers employed under the Subcontract. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the Subcontract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker;

viii. The copy of the payroll record shall be accompanied by a sworn statement of the Subcontractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the Subcontract, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed under the Subcontract, have been paid the living wages as set forth in the Subcontract specifications.

ix. If any Covered Worker employed by the Subcontractor under the Subcontract has been or is being paid a rate of wages less than the rate of wages required by the Subcontract to be paid as aforesaid, the City may, by written notice to the noncompliant Subcontractor, suspend or terminate the Subcontractor’s right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination, the Subcontractor and any Eligible Surety shall be liable to the City for any excess costs occasioned the City thereby;

h. prohibiting discrimination against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap;

i. requiring compliance with the requirements of Section 16 of the Project Agreement with respect to Project records; and

j. include an acknowledgement and agreement from the lower-tier Subcontractor that:

i. the Colorado General Mechanics’ Lien Statute, C.R.S. §§ 38-22-101, et seq., is not available to such Subcontractor as a remedy for non-payment with respect to the Project and, as such, such Subcontractor shall not file or permit to be filed any mechanics’ lien, materialmens’ lien, or other lien against the City, or the Project, in the records of the Clerk and Recorder of the City of Denver or in any other real property records;

ii. notwithstanding the foregoing, in the event a Subcontractor has an unpaid claim under its Subcontract, such Subcontractor may file a verified statement with the Developer of the amount due and unpaid at any time up to and including, but not after, the Substantial Completion Date (a “Subcontractor Claim”), and provide copy to the City of such verified statement; the filing of such verified statement in accordance with the Colorado Contractor’s Bond and Lien on Funds Statute, C.R.S. § 38-26-107, and
iii. if the Developer receives a Subcontractor Claim, the Developer shall within 15 Calendar Days of notice of the existence of a Subcontractor Claim, deposit the amount of such Subcontractor Claim in a separate Developer account maintained solely for the purpose of paying the Subcontractor Claim (the "Subcontractor Account");

iv. the obligation to deposit and maintain funds in the Subcontractor Account shall continue until the Subcontractor Claim is settled or resolved; and

v. such Subcontractor shall execute and deliver affidavits of payment, conditional and unconditional waivers of liens and Claims from Subcontractors at any tier for each payment such Subcontractor receives.

2. MANDATORY TERMS FOR PRINCIPAL SUBCONTRACTS

2.1 D&C and O&M Work

In addition to the mandatory terms for Subcontracts of every tier in Section 1, the Principal Subcontracts shall also:

a. include an acknowledgement and agreement from the lower-tier Subcontractor of and to all the terms of the Project Agreement to the extent expressly applicable to it as a Subcontractor;

b. incorporate all terms and provisions:
   i. that the Project Agreement requires to be expressly incorporated in such Subcontract; and
   ii. as are otherwise necessary for the Developer to comply with its obligations under this Agreement with respect to the compliance of Subcontractors with certain provisions of this Agreement.

c. set forth a standard of professional responsibility or a standard for commercial practice equal to the requirements of the Project Agreement and in accordance with Best Management Practice for work of similar scope and scale;

d. set forth representations, warranties, guaranties and liability provisions appropriate for work of similar scope and scale;

e. contain all provisions necessary to ensure the Developer shall comply with its obligations under Section 15 of the Project Agreement as they relate to such Subcontract;

f. not otherwise contain terms that are contrary to or inconsistent with the Project Agreement;

g. provide that any amendment or waiver of any such Subcontract’s provisions that would result in a violation of this Schedule 12 shall be null and void unless Approved by the City;

h. require the lower-tier Subcontractor (or, in the case of a Principal Subcontract, the Principal Subcontractor) to:
   i. participate in meetings between the Developer and the City where requested in writing by either the Developer or the City; and
   ii. cooperate with any reasonable requests for information or assistance provided to them through the Dispute Resolution Procedures, except to the extent that such cooperation would require such Subcontractor to assume any legal liability;

i. include a certification from the Principal Subcontractor to Developer that it does not and shall not knowingly employ or contract with an illegal alien to perform work under the Principal Subcontract; and
j. provide that any action undertaken in breach of Section 15.2.3 of the Project Agreement shall be null and void.

2.2 O&M Work

Each Subcontract for O&M Work (except to the extent expressly provided otherwise below) shall:

a. for the first of each Service Contract (defined below), include a provision that hiring preference shall be given to WSSA and Denver Arts and Venues staff employed at the Campus as of the Effective Date; and

b. include the following contract clause that, in Service Contracts that succeed a Service Contract for performance of the same service at the same location and in the Service Contract itself:

i. “Consistent with the efficient performance of this contract, the subcontractor shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of the contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under the contract in positions for which employees are qualified. The subcontractor shall determine the number of employees necessary for efficient performance of the work. The subcontractor shall not offer employment under this contract to any person prior to having complied fully with this obligation. The subcontractor shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

ii. The subcontractor shall retain, for a 90 day transition employment period, qualified employees who have exercised their right to accept employment with the subcontractor as provided in paragraph “i” of this section. During the 90 day transition employment period, the subcontractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term "cause" shall include, but not be limited to, the employee's conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of the 90 day transition employment period, the subcontractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee's performance during such 90 day period is satisfactory, the contractor shall offer the employee continued employment under the terms and conditions established by the contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the subcontractor for any particular period of time in excess of the 90 day transition employment period.

iii. Notwithstanding the obligation under paragraph “i” above, the subcontractor (A) may employ under this contract any employee who has worked for the subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (B) is not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not Service Employees, and (C) is not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the subcontractor reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.
iv. The subcontractor shall, not less than 10 days before completion of this contract, furnish to its counterparty to the Service Contract, who shall make available to the City, a certified list of the names of all service employees working under a Service Contract during the last month of contract performance. The list shall also contain anniversary dates of employment of each Service Employee under this contract and its predecessor contracts either with the current or predecessor contractors or subcontractors. The counterparty to the Service Contract will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

v. “Service Contracts” means a contract for the performance of work by the following types of service employees only:

A. parking lot attendant;
B. security guard;
C. child care worker at any public asset;
D. clerical support worker;
E. janitors or custodian, including window washers and other similar janitorial or custodial work;

vi. “Service employees” means those workers employed under a Service Contract.

3. MANDATORY TERMS FOR SUBCONTRACTS (EXCLUDING PRINCIPAL SUBCONTRACTS)

Each Subcontract (other than any Principal Subcontract) shall provide that the relevant Subcontractor as payee submit monthly invoices in respect of any amount claimed as determined pursuant to Section 15.5.1 of the Project Agreement.

4. MANDATORY TERMS FOR LEAD REAL ESTATE DEVELOPER

The Developer shall include in the Lead Real Estate Development Subcontract provisions requiring the Lead Real Estate Developer to:

a. participate in meetings between the Developer and the City where requested in writing by either the Developer or the City;

b. cooperate with any reasonable requests for information or assistance provided to them through the Dispute Resolution Procedures, except to the extent that such cooperation would require such Subcontractor to assume any legal liability;

c. include a covenant requiring such entity to obtain and maintain all licenses, registrations, permits, and approvals required by applicable Law for perform the Private Development work;

d. set forth a standard of professional responsibility or a standard for commercial practice equal to the requirements of the Agreement and in accordance with Best Management Practice for work of similar scope and scale;

e. set forth representations, warranties, guaranties and liability provisions of the Lead Real Estate Developer appropriate for work of similar scope and scale;

f. expressly state that all remaining warranties and guarantees, express or implied, shall inure to the benefit of the City, its successors and assigns, and any third parties for whom Private Development work is being performed, upon expiration of the Term or earlier termination of the Project Agreement;

g. include the following provision in the Lead Real Estate Development Subcontract:
the Lead Real Estate Developer shall not, and shall ensure that its subcontractors shall not, refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, gender identity or gender expression, marital status, and/or physical and mental disability.

h. not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.

5. MANDATORY TERMS FOR PRIVATE DEVELOPER SUBCONTRACTORS

The requirements of Section 4 above shall apply to each Private Development Subcontract.\(^2\)

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\(^2\) Upon the issuance of a full Form of Lead Real Estate Developer Subcontract, Schedule 23, these provisions will be moved to Schedule 23 in their entirety.
Part B: Financing Terms

1. CONSISTENCY WITH TERM SHEETS
   Each Financing Document entered into in connection with Financial Close shall be on terms materially consistent with (or, to the extent not materially consistent with, reflecting betterments to financial terms relative to) the relevant debt term sheets provided in the Proposer’s Proposal.

2. MANDATORY TERMS FOR FINANCING DOCUMENTS
   a. Each Security Document shall include an acknowledgment and agreement as to Sections 25.4.a, 24.5.b of the Project Agreement and each Financing Document shall include an acknowledgment and agreement as to Sections 25.5.1 through 25.5.4 of the Project Agreement;
   b. each Security Document shall provide that any grant, assignment, mortgage, pledge, encumbrance, lien, charge or security interest made or created in violation of Sections 25.4.a and 25.4.b of the Project Agreement shall be null and void;
   c. each Financing Document shall not contain terms that are contrary to or inconsistent with the express terms of the Project Agreement; and
   d. each Financing Document shall provide that any amendment or waiver of any such Financing Document’s provisions that would result in a violation of this Part B shall be null and void unless Approved by the City.

3. BOND RECITALS
   a. Each bond, promissory note, or other instrument evidencing Project Debt shall include conspicuous recitals on its face to the effect that payment of the principal and interest under such bond, note, or instrument:
      i. does not constitute a claim against the City’s title to or real property or other interest in this Agreement, the Project, any real property or any part of any thereof;
      ii. is not an obligation, moral or otherwise, of any of the City, or any of their respective officials, board members, officers, directors, agents, employees and representatives; and
      iii. the full faith and credit of the City is not pledged to the payment of the principal of or the interest on such bond, note or instrument.
Schedule 13
Site Constraints

1. LICENSE START AND END DATES

1.1 License Start Dates

a. The City shall provide that the “Project License Start Date” for each part of the Site shall occur as set out in Table 13.1 (and as also depicted in Reference Document No. 15.00.007.01), subject to the following, the restrictions set out in this Schedule 13, and the other applicable terms and conditions of the Project Agreement:

Table 13.1

<table>
<thead>
<tr>
<th>Area / Facility</th>
<th>Project License Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triangle (and related)</td>
<td>No sooner than the Project License Start Date for the Livestock Center</td>
</tr>
<tr>
<td>1909 Building</td>
<td>NTP2</td>
</tr>
<tr>
<td>46th Avenue (from 47th Ave to Brighton Blvd.)</td>
<td>NTP2</td>
</tr>
<tr>
<td>Beneath I-70</td>
<td>NTP2</td>
</tr>
<tr>
<td>Coliseum</td>
<td>On the date of Occupancy Readiness for the New Arena, for decommissioning or demolition of the Coliseum only; [120] Days after completion of decommissioning or demolition for all other purposes.</td>
</tr>
<tr>
<td>Coliseum Parking Lots(^1)</td>
<td>January 1, 2025</td>
</tr>
<tr>
<td>Events Center and Paddocks</td>
<td>On the Project License Start Date for the Equestrian Center</td>
</tr>
<tr>
<td>Former Bus Barn Site</td>
<td>NTP2</td>
</tr>
<tr>
<td>GLO Cap Area</td>
<td>NTP2</td>
</tr>
<tr>
<td>Hall of Education</td>
<td>The earlier of the date of Occupancy Readiness for the Expo Hall or, if 200,000 square feet of exhibition space satisfying the requirements of Section 2 of Schedule 15 is provided by the Developer elsewhere on the Site, the Project License Start Date for the Livestock Center</td>
</tr>
<tr>
<td>M&amp;O Developer Portion</td>
<td>[Later of February 28, 2021] and NTP2</td>
</tr>
<tr>
<td>M&amp;O Grounds</td>
<td>NTP2</td>
</tr>
<tr>
<td>Pedestrian Bridge Landing</td>
<td>NTP2</td>
</tr>
<tr>
<td>Pond D</td>
<td>[ ](^2)</td>
</tr>
<tr>
<td>Pond H</td>
<td>[ ](^3)</td>
</tr>
<tr>
<td>Triangle Area 1</td>
<td>NTP2</td>
</tr>
<tr>
<td>Triangle Area 2</td>
<td>NTP2</td>
</tr>
<tr>
<td>Triangle Area 3</td>
<td>NTP2</td>
</tr>
<tr>
<td>Triangle Area 4</td>
<td>Same as the Project License Start Date for the Hall of Education</td>
</tr>
</tbody>
</table>

\(^1\) The City intends to remediate the north and south portions of the Coliseum separately over 11 months to ensure the entirety of the Coliseum Parking Lot is available for parking during the Stock Show. The Developer will not otherwise have access to the Coliseum Parking Lots prior to the applicable Project License Start Date.

\(^2\) Specific delineation between the Phases 1 & 2 Plaza and adjoining Facilities to be provided in a subsequent Addendum.

\(^3\) Specific delineation between the Phases 1 & 2 Plaza and adjoining Facilities to be provided in a subsequent Addendum.
## Schedule 13, Site Constraints

### 1.2 License End Dates

#### a. The “Project License End Date” for each part of the Site shall depend on the designated use of the applicable area and shall be determined by reference to Table 14.2:

#### Table 13.2

<table>
<thead>
<tr>
<th>Designation</th>
<th>Project License End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future Private Development Parcel</td>
<td>Earliest of the Takedown Date (on which date it becomes a Private Development Parcel), the Expiry Date, and the Termination Date.</td>
</tr>
<tr>
<td>Public Element</td>
<td>Earlier of the Expiry Date and the Termination Date.</td>
</tr>
</tbody>
</table>

---

4 More detail regarding phasing of the Phases 1 & 2 construction will be provided in subsequent Addenda.

5 Specific delineation between the Phases 1 & 2 Plaza and adjoining Facilities to be provided in a subsequent Addendum.
b. The “Project License End Date” shall occur automatically upon the occurrence of the relevant triggering event or date specified in Table 14.2.

2. **RESTRICTIONS**

The Developer’s Project License to each part of the Site from the Project License Start Date to the Project License End Date shall be subject to the qualifications and restrictions set out in the definition of “Possession” in in Annex C of the Project Agreement from time to time, including the qualifications and restrictions listed in this Section 2.

2.1 **Site Access Requirements**

a. As of NTP1 and until the applicable License Start Date, the Developer shall:
   
   i. ensure access to west side of the Hall of Education, at all times, for loading access with the ability to accommodate a WB-20 [WB-65 and WB-67], interstate semitrailers, and the east and south east side for pedestrian access until the License Start Date for the Hall of Education; and
   
   ii. ensure access to the north and west side of the Events Center for loading access with the ability to accommodate a WB-20 [WB-65 and WB-67], interstate semitrailer, and the south side for pedestrian access until the License Start Date for the Events Center.

b. As of NTP2, the Developer shall ensure public access to 46th Avenue the Area Under I-70 unless modified pursuant to an Approved traffic plan and subject to CDOT’s aerial easement restrictions.

c. Notwithstanding any other provision of this Schedule, the Developer shall reasonably facilitate and maintain public access to and through the Site along 46th Ave (from 47th Ave and Brighton Blvd.) across the Triangle utilizing Bettie Cram or 46th Ave. at all times during the Construction Period.

2.2 **Stock Show Requirements**

Notwithstanding any other provision of this Schedule, during the Stock Show Period and Stock Show Shoulder Period the Developer shall:

a. make the Former Bus Barn site available to WSSA for exclusive use;

b. make the Events Center available to WSSA for exclusive use prior to the License Start Date for the Events Center;

c. provide through access on Triangle Area 5 to the Bettie Cram Drive Underpass and to 47th Avenue and Brighton;

d. make Triangle Area 4 available to WSSA for exclusive use prior to the License Start Date for the 1909 Building; and

e. make Triangle Area 6 available to WSSA for exclusive use.

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6 The following provisions are under review for refinement and the inclusion of additional details in a subsequent Addendum.
7 Any existing facilities shall be subject to Developer O&M/property management until demolition after turnover from WSSA.
2.3 Parking Requirement
   a. During all Stock Show Periods, including, for certainty, during the D&C Period, the Developer shall provide, or cause to be provided, a minimum of [1,000] parking spaces on the Triangle.  
   b. With respect to Triangle Area 2, the Developer is required to maintain minimum ADA parking until replaced.
   c. So long as the minimum parking requirements set forth in Section 2.3.a are met, and subject to Section 2.2, the Developer shall have no obligations to provide access to the following during the Stock Show and Stock Show Shoulder Period once the applicable Project License Start Date has occurred:
      i. Triangle Area 1;
      ii. Triangle Area 2;
      iii. 46th Avenue;
      iv. Triangle Area 3; and
      v. the Coliseum Parking Lots (after the Occupancy Readiness of the New Arena).

Provided, however, that the minimum parking requirements are met during the Stock Show and Stock Show Shoulder Period.

2.4 Former Bus Barn Site
   The Former Bus Barn Site shall only be used for optional parking subject to the environmental covenant restrictions imposed thereon.

2.5 Bettie Cram Drive
   a. Developer will not have access to Bettie Cram Drive for construction of the Bettie Cram Underpass until after handover of complete construction to the City, anticipated to occur on August 17, 2021.
   b. Bettie Cram Drive is not permitted to be closed during any Stock Show Period.

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8 The 1,000 parking space requirement is exclusive of the Former Bus Barn Site, which provides another 500 spaces under WSSA control. The City intends to recharacterize this requirements as 1,000 spaces, less the number of spaces available on the Coliseum Parking Lots to clarify any ambiguity surrounding the Project License Start Date for the Coliseum Parking Lots and their usage during the Stock Show. The City does not anticipate allowing the Developer exclusive use of the Coliseum Parking Lots for parking use prior to Occupancy Readiness of the New Arena.
9 Additional details to be provided in a subsequent Addendum.
1. **PRIVATE DEVELOPMENT**

The Developer shall be required to purchase, over time, Future Private Development Parcels on the Triangle for Private Development. Private Development shall occur in accordance with the Project Agreement and this Schedule 14.

2. **ZONING**

2.1 General

   a. The Triangle is within the [ ] zone district.¹
   
   b. The zone district is intended to [ ].
   
   c. The Developer shall be solely responsible for complying with the zoning requirements on the Triangle. The Developer shall be solely responsible for meeting zoning requirements, requesting changes to zoning, and requesting administrative adjustments or zoning variances in accordance with the process as set forth in the Denver Zoning Code.

2.2 **National Western Center Design Standards and Guidelines**

All Private Development shall be subject to review and Approval by the City for compliance with the NWC Design Guidelines.

2.3 **NWC Strategic Design Leadership (SADL)**

   a. The Developer and Lead Real Estate Developer shall participate in the National Western Center Strategic Architecture and Design Leadership (SADL) body advisory review process regarding Private Development on the Triangle, including presentations to the National Western Center Citizen Advisory Committee (NWCCAC) to share and receive feedback on the design of buildings, public spaces, interpretive elements, and other features of future Private Development.

   b. The SADL review process shall include submission of a design vision and initial site plan; pre-City submittal; and final design. The SADL review is a complement to, but does not replace, formal design review by the City as part of the Site Development Plan regulatory review process.

2.4 **Additional Plan Guidance**

The Developer shall also consider the following plans in the development of its Approved Development Plan:

   a. 2015 Elyria & Swansea Neighborhoods Plan;
   
   b. Denver Moves: Transit;
   
   c. Denver Moves: Pedestrians & Trails;
   
   d. Parks and Recreation Game Plan;
   
   e. Blueprint Denver;
   
   f. Comprehensive Plan 2040; and
   
   g. Housing an Inclusive Denver.

3. **DEVELOPMENT PLAN APPROVALS**

¹ A description of the City’s contemplated rezoning process is included in the ITP.
3.1 **Approved Development Plan**

a. The Developer shall be required to seek regulatory Approval from the City of its Proposal Development Plan pursuant to the Infrastructure Master Plan (IMP) process set forth in Section 12.4.14 of the Denver Zoning Code and outlined in Schedule 11. Upon Approval by the City of the Proposal Development Plan, the Proposal Development Plan shall be referred to as the “Approved Development Plan.”

b. All subsequent subdivision, site plans, zoning permits, and other applications submitted to the City for construction of infrastructure, open space, roadways, and site development are subject to and shall be designed in accordance with the Approved Development Plan and must meet City standards for the engineering of such infrastructure at the time of design. The Approved Development Plan will serve as the conceptual infrastructure design document on which final engineering plans and other submittals will be based at the time each portion of the development goes through the Site Development Plan process with the City and are reviewed by the City according to City standards.

3.2 **Site Development Plan**

a. The Developer shall be required to undertake the Site Development Plan process with the City in respect of any Future Private Development Parcel or Private Development Parcel and receive any required Approvals.

b. A summary of this process is included in Schedule 11.

4. **GENERAL DEVELOPMENT REQUIREMENTS**

4.1 **Horizontal Infrastructure Applications**

The Developer shall be responsible for obtaining all required regulatory approvals from the City, including, but not limited to:

a. subdivision;

b. stormwater construction plans;

c. sanitary sewer construction plans;

d. transportation engineering plans; and

e. horizontal site plans.

4.2 **Vertical Site Development Applications**

The Developer shall be responsible for obtaining all required regulatory approvals from the City, including, but not limited to:

a. Approval of a Site Development Plan, as further described herein;

b. Approval of site specific engineering construction plans for site infrastructure;

c. sewer use and drainage permits;

d. zoning construction permits; and

e. building permits.

4.3 **Affordable Housing**

The Developer shall comply with the requirements of Section 2.1 of Schedule 20 with respect to providing affordable housing on the Triangle.
4.4 Parking
   a. The Developer shall comply with the requirements of Section 4 of Schedule 15.²
   b. The Developer shall utilize commercially reasonable efforts to require and implement
      shared parking arrangements as a part of all non-residential development on the Triangle
      to support NWC Campus demands.

4.5 Open Space
   The Developer shall comply with the requirements of Section 17 of Schedule 15 and the open
   space requirements in the Approved Development Plan with respect to all development on the
   Triangle, including the Private Development.

4.6 Transportation Infrastructure
   All onsite and abutting City right-of-way frontage transportation infrastructure, including Public
   Streets, private streets, sidewalks, streetscape improvements, lighting, signage and other
   requirements within the boundaries of the Project and abutting City right-of-way frontage along the
   Project, and required by the Approved Development Plan shall be constructed by the Developer in
   substantial conformance with the Approved Development Plan, inclusive of phasing, timing and all
   applicable City rules and regulations governing site development and infrastructure.

4.7 Off-Site Improvements
   The Developer shall be responsible for any offsite improvements as called for in the Approved
   Development Plan.

5. REQUIRED INFRASTRUCTURE

5.1 Infrastructure to Support Public Elements
   a. The extent of the infrastructure needed to support each building constructed will generally
      be determined during the Site Development Plan phase for each Future Private
      Development Parcel or Private Development Parcel, but shall generally follow the phasing
      identified in the Approved Development Plan.
   b. Notwithstanding other requirements of the Approved Development Plan, the Developer
      shall be required to complete, as a condition to Substantial Completion under Schedule 3,
      the construction of all Public Streets, trunk utilities, and other public infrastructure identified
      in the Approved Development Plan as being required to support:
      i. the Public Elements;
      ii. the Private Development that is to be built on the Private Development Parcels
          included in the Initial Takedown; and
      iii. the Private Development that is to be built on the Private Development Parcels
           that are contemplated to be taken down by the Developer to meet the First Private
           Development Milestone (excluding the Initial Takedown).
   c. To the extent an Inaccessible Parcel is included among the Private Development Parcels,
      then:
      i. in lieu of completing all required infrastructure as a condition to Substantial
         Completion, the Developer will be permitted to fund, as an alternative, an
         Infrastructure Completion Reserve Account at Substantial Completion, which
         would be sized to 110% of the estimated cost to complete the required horizontal
         infrastructure serving such Inaccessible Parcel(s), as certified by the Independent
         Engineer, as a condition to Substantial Completion;

² The City is considering including a table in a future Addendum outlining which Schedule 15 provisions apply, and do not apply, to
   Private Development.
ii. the City shall have a security interest in such Infrastructure Completion Reserve Account;

iii. the Developer may use funds on deposit in the Infrastructure Completion Reserve Account exclusively for costs related to the completion of the required horizontal infrastructure serving such Inaccessible Parcel(s);

iv. the Developer will be required to complete all required horizontal infrastructure for any Inaccessible Parcel by the Infrastructure Completion Deadline;

v. failure to complete such work (subject to any Punchlist Work) by the Infrastructure Completion Deadline will result in Noncompliance Deductions of $20,000 per day of delay; and

vi. failure to complete such work within six months of the Infrastructure Completion Deadline will give the City the right to draw any funds then remaining in the Infrastructure Completion Reserve Account in full.

d. Subject to the Approved Development Plan, all other required infrastructure is permitted to be constructed following Substantial Completion.

e. In addition to the other requirements with respect to the Approved Development Plan, the Approved Development Plan shall include infrastructure sufficient to support the Public Elements, including but not limited to:

i. roads sufficient to allow up to 1,000 vehicles to drive into and out of the Triangle without causing unreasonable traffic congestion;

ii. access for trucks weighing up to five tons; and

iii. oversized pedestrian paths leading to and near the Public Elements.

6. INITIAL TAKEDOWN

a. The Initial Takedown shall occur at Financial Close and include no less than five acres and no more than nine acres.

b. The Developer’s plan for development of the Private Development Parcel(s) included in the Initial Takedown shall include at least 30,000 SF of Public Elements-supporting food and beverage and other retail space.

c. The Developer’s plan for development of the Initial Takedown may include purchase of Private Development Parcels underlying the Cultural Buildings as described in Section 5.3.1.d of Schedule 15.

d. Completion of development on the Private Development Parcel(s) included in the Initial Takedown must be completed within six months of Substantial Completion. Completion shall have been achieved when:

i. the Developer has been issued a temporary certificate of occupancy on all buildings being constructed on the Private Development Parcels included in the Initial Takedown; and

ii. 70% of any retail space is operational and open to the public.

e. If development on any Private Development Parcel included in the Initial Takedown is not completed within this window, Developer shall be required to pay the applicable Development Nonperformance Payment specified in the deed for any such parcel.

7. PRIVATE DEVELOPMENT TAKEDOWN REQUIREMENTS
7.1 Private Development Milestones

a. The Approved Development Plan will delineate each Private Development Parcel and Future Private Development Parcel, including location and acreage, for development of the Private Development Area, including location and acreage for each parcel.

b. The Private Development Parcel Data will be included in Annex A, initially in the form of Form 22 included in the Preferred Proposer’s Proposal, which shall:
   i. identify the anticipated land use and the total non-residential building square footage and number of residential units anticipated to be developed on any Private Development Parcel and Future Private Development Parcel on the Triangle; and
   ii. otherwise be consistent with the infrastructure phasing shown in the Proposal Development Plan.

c. The Private Development Parcel Data in Annex A that is based upon the Proposal Development Plan shall be updated following the first approval of the Approved Development Plan to be consistent with any changes required by the City for such approval.

d. The Private Development Parcel Data in Annex A shall be further updated following any subsequent material deviations from, or changes to, the Approved Development Plan Approved by the City pursuant to Section 8.2.

e. Each Private Development Parcel purchased in a Future Takedown shall be developed in a single conveyance and pursuant to a single Site Development Plan.

f. The Developer shall purchase a minimum cumulative total developable acreage (such amounts, each a “Private Development Milestone”) by the deadlines set forth in the following table:

<table>
<thead>
<tr>
<th>Deadlines</th>
<th>Private Development Milestones: Cumulative Property Takedown Requirement (Inclusive of the Initial Takedown)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Close</td>
<td>5 acres (minimum) – 9 acres (maximum)</td>
</tr>
<tr>
<td>The later of December 31, 2025, or six months after the Baseline Substantial Completion Date³</td>
<td>17 acres</td>
</tr>
<tr>
<td>December 31, 2030</td>
<td>27 acres</td>
</tr>
<tr>
<td>December 31, 2035</td>
<td>37 acres</td>
</tr>
<tr>
<td>December 31, 2040</td>
<td>All remaining Future Private Development Parcels</td>
</tr>
</tbody>
</table>

7.2 Price

a. The price for any Private Development Parcel included in the Initial Takedown price shall be no less than $180.00 per square foot of land to be purchased, to be paid at Financial

³ Also referred to herein as the “first Private Development Milestone.”
Close pursuant to Schedule 1 as a contribution to offset construction costs of the Public Elements.

b. The price equivalent of the land for each identified Future Private Development Parcel shall be $180.00 per square foot of land to be purchased, escalating at 3% per year on January 1 of each subsequent Calendar Year after the Effective Date, which price shall not be prorated for mid-year Takedowns, through the date of exercise of an option for purchase of a Private Development Parcel.

c. The Developer shall have the one-time right to extend one Private Development Milestone Deadline by 12 months in respect of the next Private Development Milestone (for certainty, subsequent Private Development Milestones will remain unaffected and not extended) by making an extension payment sized to 10% of the cost of the remaining land purchases required to satisfy the next Private Development Milestone.

7.3 Failure to Meet a Private Development Milestone

a. In the event Developer fails to satisfy a Private Development Milestone by the Private Development Milestone Deadline, the Developer shall be required to replace its Lead Real Estate Developer.

b. The Developer shall be required to replace the Lead Real Estate Developer within three months of the missed Private Development Milestone Deadline.

c. Pursuant to Section 15.2.3 of the Project Agreement, the City shall have Approval rights over the replacement Lead Estate Developer. The City’s Approval shall be subject to its consideration of such factors as the City may reasonably determine to be relevant, including the financial strength, integrity, past performance, and applicable experience of the proposed replacement relative to the proposed transferor(s) and the then current performance requirements of the Lead Real Estate Developer.

d. The replacement Lead Estate Developer shall enter into a subcontract consistent with the form of subcontract included in Schedule 23.

e. A failure by the Developer to replace the Lead Real Estate Developer within three months of the missed Private Development Milestone Deadline shall: (i) trigger monetary noncompliance deductions against the Availability Payment pursuant to Schedule 5; and (ii) lead to accrual of noncompliance points that may lead to a default under this Agreement. Failure to undertake best efforts to replace the Lead Real Estate Developer, subject to the provisions of this section, shall constitute a Developer Default under the Project Agreement.

f. The replacement Lead Real Estate Developer shall be required to purchase sufficient land to meet the defaulted Private Development Milestone within six months of the City’s Approval of the replacement. Any and all remaining future Private Development Milestone Deadlines shall remain unchanged.

g. If sufficient land to meet the defaulted Private Development Milestone is not purchased within six months of the City’s Approval of the replacement, then the City shall have the right to, at its option to:

i. require the Developer to run one or more auctions related to the sale of Future Private Development Parcels on the behalf of the City (which auction may include, in the City’s discretion, and adjustment to the purchase price of Future Private Development Parcels); or

ii. terminate all remaining options to purchase Future Private Development Parcels.
7.4 Replacement of the Lead Real Estate Developer

a. The Developer shall include, in any and all subcontracts for Lead Real Estate Developer, the following events of default that, if left uncured, would give the Developer the right to replace the Lead Real Estate Developer:

i. within 24 months following a Private Development Milestone, the Lead Real Estate Developer shall have taken down not less than 25% of the required acreage to meet the next Private Development Milestone, subject to a 12 month cure period; and

ii. the Lead Real Estate Developer shall have failed to submit any required report or annual plan 90 days following the applicable deadline, subject to a 30 day cure period.

b. The City shall have Approval rights over the replacement Lead Real Estate Developer, taking into account the factors set forth in Section 7.3.c.

c. Prior to replacing the Lead Real Estate Developer, Developer may cure a default described in Section 12 by acquiring Private Development Parcels so that, together with the Private Development Parcels previously acquired by Developer, within 90 days following the notice of default, Developer is once again in compliance with the relevant Private Development Milestone.

7.5 Adverse Market Events

a. The Developer shall be entitled to the relief set out in this Section upon the occurrence of an Adverse Market Event within the 24 month period prior to a Private Development Milestone Deadline.

b. An “Adverse Market Event” will be defined to have occurred if the Market Index shows a decline for two consecutive quarterly periods. Such Adverse Market Event shall be deemed to have concluded once the most recently published Market Index shows a recovery equal to fifty percent of maximum decline in the valuation of the Market Index during the Adverse Market Event. The Market Index shall be the gross domestic product (GDP in current dollars, SQGDP) for the “real estate and rental and leasing” industry (industry detail report) for the State of Colorado as published quarterly by the Bureau of Economic Analysis.4

c. The next subsequent Private Development Milestone Deadline shall be extended in quarterly increments for the duration of the Adverse Market Event.

d. For certainty, Developer acknowledges and agrees that no other Private Development Milestone Deadline shall be extended as a result of an Adverse Market Event and the Developer will have no other right to claim an extension of time, compensation, relief from performance of its obligations, or other relief under this Schedule 14 or to otherwise make any Claim for any Loss in connection with such event; and that the Developer shall not be entitled to any extension of the Financial Close Deadline as the result of any Adverse Market Event.

8. PROCEDURAL OVERVIEW FOR TAKEDOWNS

8.1 Conditions Precedent

The following shall be conditions precedent to Developer’s exercise of its rights with respect to Future Takedowns:

a. Approval by the City of an Approved Development Plan; and

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4 Market Index is accessible at this link: https://apps.bea.gov/itable/iTable.cfm?ReqID=70&step=1#reqid=70&step=1&isuri=1.
8.2 Takedown Request Notice for Exercise of Private Development Rights

a. Developer shall provide written notice to the City at least 90 Working Days in advance of the desired closing date for any Private Development Parcel of its intent to purchase a Future Private Development Parcel (the “Takedown Request Notice”), which notice shall include at least the following information:

i. legal entity name of proposer purchaser;

ii. legal description of the Private Development Parcel, by reference to the Approved Development Plan;

iii. a calculation of the purchase price;

iv. descriptions of the proposed development program, including proposed land uses, gross square footage by use type (office, retail, residential, etc.) and number of residential units, including the number of affordable residential units;

v. building heights;

vi. number and height of proposed buildings; and

vii. any other relevant information.

b. The Takedown Request Notice shall clearly identify any material variances in the type, use, scale, or height of the proposed development from the Approved Development Plan. For certainty, any changes that result in a change to the required infrastructure from the sequencing contemplated in the Approved Development Plan shall be considered a “material variance” for purposes of this section.

i. Any change in use type on a parcel or a material variance in total square footage on the parcel versus the Approved Development Plan will be subject to: (i) discretionary City Approval which will allow changes materially consistent with the Approved Development Plan or otherwise approved by the City and (ii) if approved, will be subject to approval through the then current City regulatory process.

b. The Takedown Request Notice shall clearly identify any changes in the parcel development sequence relative to the Approved Development Plan.

i. Any resequencing of Future Takedowns will be subject to (i) discretionary City Approval which will require the Developer to demonstrate expected revenue generation for the City and infrastructure sufficiency and (ii) if approved, will be subject to approval through the then current City regulatory process.

c. The Takedown Request Notice shall also set forth a description of any and all necessary approvals required for the proposed development and a description of any changes to the Approved Development Plan.

d. Within 30 Working Days after the City’s receipt thereof, the City shall provide a response to the Developer’s Takedown Request Notice.

e. If the City does not Approve the Takedown Request Notice as evidenced by written communication from the City to the Developer, the Developer shall have 15 Calendar Days to re-submit the Takedown Request Notice for City’s review, comment and/or Approval. If the City does not Approve the Developer’s Takedown Request Notice, the City shall include reasons for the City’s lack of Approval and remedial steps to be undertaken by the Developer.
g. The Parties shall continue the foregoing process until the City Approves the Takedown Request Notice or deems in its sole discretion that the Takedown Request Notice cannot be Approved.

8.3 Purchase and Sale Agreement

a. For each Future Private Development Parcel, the City and the Developer (or the Lead Real Estate Developer) shall execute a Purchase and Sale Agreement substantially in the form provided in Annex B. The Private Development Parcel shall be deeded at closing by quitclaim in the form provided in Annex B.

b. The deed shall include other key covenants, including:
   i. restrictions on use type and square footage, consistent with the Approved Development Plan, for a specific parcel;
   ii. requirement that development activities commence (defined as full building permit for vertical construction having been issued) within 24 months from the closing date under the Purchase and Sale Agreement;
   iii. requirement that development activities are complete (defined as having been issued a temporary certificate of occupancy following substantial completion of the building core and shell) within 36 months from the closing date under the Purchase and Sale Agreement for all Future Takedowns, and within six months after Substantial Completion for the Private Development Parcels included in Initial Takedown;
   iv. requirement to pay the Development Nonperformance Payment for failure to meet the deadlines in iii. above;
   v. right for City to re-purchase parcel in the event of a failure to pay the Development Nonperformance Payment;
   vi. for any parcel sold to a third-party prior to the completion of development activities on such parcel, the Developer shall pay the City 50% of the difference between the sale price and the price paid at Takedown on the closing date of such third-party purchase and sale which price shall also include development fees, finders fees, or any other compensation received by the original parcel owner as consideration for such parcel; and
   vii. form of covenant to be filed with the Office of the Clerk and Record for the City and County of Denver and included as an attachment to the Purchase and Sale Agreement.

c. The Developer shall not sell, transfer or otherwise convey any options rights related to the Future Private Development Parcels. An owner of a Private Development Parcel may resell such parcel.

d. The City will cause to be removed (or endorsed over): (i) any deed of trust, mortgage, lien or other financing documents recorded against the Triangle, (ii) any recorded option agreement to purchase all or any part of the Triangle (other than the Developer's rights under the Project Agreement), (iii) any easement or other encumbrance or exception after the Setting Date which causes the title company to be unable to deliver a seller’s title insurance policy, or (iv) any Schedule B-2 exception pertaining to the power and authority of City to enter into and perform its obligations.

8.4 Closing Procedures

The closing of each purchase of a Private Development Parcel shall occur in accordance with the Form of Purchase and Sale Agreement attached in Annex B.
8.5 Timing of Takedown Notices

Only upon Approval of a Takedown Request Notice may the Developer submit to the City a Site Development Plan for a Future Private Development Parcel.

8.6 Special Provisions Regarding the Southside Innovation District

a. With respect to any Future Private Development Parcel included in the Southside Innovation District, the Takedown Request Notice shall also include:
   i. the amount of market rate square footage to be exclusively dedicated to uses and tenants supportive of the Mission and Vision of the Authority and the Southside Innovation District Mission, including identified tenants and the status of tenant discussions;
   ii. the amount of free or reduced rent square footage to be exclusively dedicated to uses and tenants supportive of the Mission and Vision of the Authority and the Southside Innovation District Mission, including any identified tenants and the status of tenant discussions;
   iii. amount of square footage to be provided to the Authority at no charge for purposes of subleasing space to tenants in support of the Southside Innovation District Mission;
   iv. proposed revenue share to the Authority, if any; and
   v. any other commitments which the Developer believes contribute to the cultivation of the Southside Innovation District Mission, including the terms and conditions of any such commitments, to which the Developer (or any subsequent third party purchaser) will be held (together the “Innovation Commitments”).

b. The Developer may include one or more of these Innovation Commitments in its Takedown Request Notice and is not required to include all elements.

c. The Developer shall also provide as part of its Takedown Request Notice a proposed adjustment to the then current purchase price for the Future Private Development Parcel as provided in Section 7.2b, to reflect the fair market value of the Innovation Commitments (such price, the “Innovation Parcel Price”). The Developer shall include with its proposed Innovation Parcel Price financial and commercial information substantiating the proposed adjustment, including, as applicable, information related to construction costs, market lease rates, projected rental revenues, and other relevant information which indicate the relative market value of the Innovation Commitments.

d. The City shall have the right to Approve the each of the proposed Innovation Commitments and the Innovation Parcel Price in its sole discretion, and such Approval will be required prior to execution of any Purchase and Sale Agreement with respect to any Future Private Development Parcel within the South Campus Innovation District.

e. As a condition to the City’s Approval, any Innovation Commitments shall be incorporated into Form of Restrictive Covenant set forth in Exhibit 2 to this Schedule 14 for such Private Development Parcel.

f. The Developer shall be required to preserve a 75-foot wide buffer on the Southside Innovation District Area C Parcel, as measured from the property line along the South Platte River frontage, which may be included in a Private Development Parcel and used for open space uses. The edge along the South Platte should remain mostly natural with all designed elements remaining sensitive to the river and local flora and fauna. To accomplish this goal, the Developer, or any subsequent purchaser, shall be required to develop the 75-foot buffer area as an extension of the Riverfront, including design and development initiatives that align with the Southside Innovation District Mission.

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5 The City to separately consider, and Proposers are asked to provide feedback regarding, provisions applicable to any proposed Innovation Commitments for any Initial Takedown that contemplates including a parcel within the Southside Innovation District.
construction of grading, riparian and water quality areas, planting and seeding, walkways and trails, any site furnishings (benches, trash receptacles, bike racks, etc.), and site pedestrian lighting. The Developer shall design the improvements on the 75-foot buffer to (i) connect campus users and community members to the river, (ii) minimize adverse water quality impacts, (iii) ensure riverfront spaces can withstand flood events, (iv) ensure improvements are sensitive to and compatible with the natural environment, (v) encourage specialized water quality design features, and (vi) encourage inclusion of interpretive and educational elements.

9. POST TAKE-DOWN; OBLIGATIONS TO BUILD

9.1 Obligation to Build

a. Construction on a parcel shall be deemed to have “commenced” at such time as a building permit for vertical construction has been issued and active vertical construction on the site has commenced, which may include footings, foundations, or vertical construction, all in accordance with the plans approved by the City.

b. With respect to the Initial Takedown, “completion” shall be defined pursuant to Section 6.

c. With respect to Future Takedowns, “completion” shall be defined as the later of: (i) TCO on core and shell of the buildings or (ii) or, for any commercial or residential space to be leased to tenants, available for lease.

d. With regard to the Initial Takedown, the Developer shall complete all development within six months of Substantial Completion on the Public Elements pursuant to Section 6.

e. Development on any Future Takedown shall commence within 24 months from the closing date under the Purchase and Sale Agreement completed within 36 months of from the closing date under the Purchase and Sale Agreement.

f. If the Developer fails to achieve any obligation to build set forth in this Section, the Developer shall pay the City the Development Nonperformance Payment.

g. Developer acknowledges and agrees that Developer shall remain liable for a failure to achieve the Private Development Milestones by the Private Development Milestone Deadlines.

9.2 Restrictions on Development

a. Any change in use type on a parcel or a material variance in total square footage on a parcel from the Approved Development Plan will be subject to a discretionary administrative approval by the City as part of the Takedown Request Notice process in Section 8.2.

b. Any resequencing of development parcels which varies from the Approved Development Plan will be subject to a discretionary administrative approval by the City as part of the Initial Takedown Notice process in Section 8.2.

c. Development on all Private Development Parcels must comply with zoning and all other City regulatory processes. Developer shall initiate future zoning changes if desired to facilitate and/or expand development opportunities.

9.3 Reporting

a. The Developer shall provide the City a report within 30 Working Days of the end of each year describing:

i. development completed to date;

ii. development projects underway;

iii. planned takedowns and development efforts during the next 24 months;
iv. information on real estate market conditions which is or may influence current or future development plans, whether positively or negatively; and
v. Developer’s plans to respond to such market conditions and any other trends of significance.

b. The City may request an in-person meeting to discuss the report.

9.4 Change in Control

a. Neither the Developer nor the Lead Real Estate Developer shall permit a Change in Control of the Lead Real Estate Developer prior to completion of the development on the Initial Takedown Private Development Parcel as such completion will be determined in accordance with Section [9.1].

b. After completion of the development on the Initial Takedown, such a Change in Control shall be subject to the City’s Approval. The City’s Approval shall be subject to its consideration of such factors as the City may reasonably determine to be relevant, including the financial strength, integrity, past performance and applicable experience of the proposed transferee(s) relative to the proposed transferor(s) and the then current performance requirements of the Lead Real Estate Developer role.

c. For purposes of this Schedule 14 only, “Change in Control” means [any direct or indirect transfer of interests in the Lead Real Estate Developer that results in or could (upon the occurrence of any condition or exercise of any right or option) result in any change in the Person or Persons that has direct or indirect Control of such Lead Real Estate Developer].

10. VESTING OF PROPERTY RIGHTS

10.1 Vesting Period

a. [ ].

10.2 Vested Rights

The buildout of the Private Development on the Triangle is anticipated to take over 20 years. The Approved Development Plan is contemplated to constitute a site-specific development plan with respect to vesting certain rights, including zoning on the Triangle. Additional detail regarding vested rights to be added in a subsequent Addendum.

11. DISTRICT MILL LEVIES; TIF

11.1 Title 32 Districts

a. The Developer shall cause the organizations of one or more Title 32 metropolitan districts on the Triangle. The Developer will be responsible for causing the organization of the District after Financial Close at the November 2021 election. The service plan for the District will be approved by the City prior to Commercial Close in the form provided in Annex C. A failure of one or more Districts to be organized on the Triangle and to enter into a pledge agreement in the form attached to the Project Agreement, will give rise to a termination event as described in the Project Agreement.

b. The District will impose a 30 mill levy to be remitted to the City for capital costs and a 5 mill levy to be remitted to the City for operations and maintenance costs. The 35 mills shall be levied and remitted by the District to the City each year. The aggregate mill levy of the District for capital and operations and maintenance shall not exceed the limits set forth in the Service Plan. A failure by the District to levy and remit mill levy revenues in any year

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6 Under continued review for adjustment in a future Addendum (together with Section 24.2 of the Project Agreement) to ensure alignment between the Project Agreement and this Schedule’s provisions on changes in control of the Lead Real Estate Developer under various scenarios at different times.
shall result in the termination of the right of the District to levy more than the 35 mill total that is to be remitted to the City in the future.

c. The District boundary shall encompass the entirety of the Triangle. Any subsequent changes in the boundaries of the development area shall be conditioned upon corresponding changes to the District boundaries.

11.2 TIF

The City anticipates creating an urban renewal area for the Triangle prior to the Effective Date. The City will be responsible for coordination with the Denver Urban Renewal Authority ("DURA"). Such area will require approval of the Denver City Council and the DURA Board of Commissioners. The Developer shall exercise Reasonable Efforts to provide information to the City and DURA as requested including, invoices, proof of payment, and any other documentation required by DURA to evidence the expenditure of TIF revenues on eligible costs.

12. DEFAULT

a. The Developer will be in default of its obligations under Schedule 14 if it fails to achieve a Private Development Milestone by the applicable Private Development Milestone Deadline, subject to the Future Takedown Cure Rights, as of any date as required hereunder.

b. If the Developer is in default pursuant to Section 12.a above,

i. the City may terminate the option granted to Developer in this Schedule 14 by notice to Developer, whereupon Developer shall no longer have the right to acquire any further portions of the Private Development Area; and

ii. the City shall have the right to sell any and all remaining parcels, and any improvements therein, to any third party at a value subject to its full discretion.

c. If a parcel owner fails to make a Development Nonperformance Payment required under the deed with respect to a Private Development Parcel, then the City shall have the right to repurchase such Private Development Parcel. The City’s repurchase option will be included in a mandatory deed covenant and will provide:

i. Upon a failure by any purchaser to pay the Development Nonperformance Payment timely, the City shall provide initial notice including a statement of amounts owed; Purchaser shall have 30 days to cure; If Purchaser fails to cure City will record notice evidencing its right to exercise a repurchase option on the property.

ii. The repurchase price shall be the original purchase price, less (i) accrued Development Nonperformance Payment owed, and (ii) the next 12 months Development Nonperformance Payment.

iii. The City shall have a nine month period to exercise its repurchase option, during which time the City may market the property to third parties for purchase. If the City does not exercise its repurchase option, it may record another notice of failure to pay Development Nonperformance Payment 12 months after the initial notice (giving the Purchaser another cure period; amounts owed shall be accrue and be cumulative).

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7 See Section 5.1.2 of the Project Agreement; consequences of defaults with respect to Private Development under the Project Agreement remain under review for revision in a future Addendum.
# Annex A
## Private Development Parcel Data

<table>
<thead>
<tr>
<th>Parcel (^8)</th>
<th>Land Area Square Footage</th>
<th>Acres</th>
<th>Residential (Market Rate) (GSF / # of Units)</th>
<th>Residential (Affordable) (GSF / # of Units)</th>
<th>Office (GSF)</th>
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\(^8\) **Note to Draft:** To be populated for each parcel and use type included in the Proposer’s Approved Development Plan.
Annex B
Form of Purchase and Sale Agreement

[Form of Purchase and Sale Agreement follows on the next page].
This Purchase and Sale Agreement ("Agreement") made and entered into as of the Effective Date, between the City and County of Denver, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (the "City" or "Seller"), and [•], a [•], whose address is [•] ("Purchaser"). City and Seller are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS:

A. Seller is party to that certain Project Agreement between Seller and [•], a [•] ("Developer") dated [•] (the "PA Agreement Date") for the design, construction, operation, and/or maintenance of the public elements within Phases 3-8 of the Master Plan, certain work related to elements of Phases 1 & 2 of the Master Plan, certain other inherently related work, and the opportunity for private development on portions of the Phases 3-8 portion of the NWC Campus.

B. In accordance with the PA, Developer has the option to acquire, directly or through a special-purpose-entity, approximately 42 acres of the Triangle delineated as the "Private Development Property" from time to time for private development.

C. Developer has met its condition precedents under pursuant to Section [•] of the PA to exercise its purchase option described in Recital B.

D. Accordingly, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, certain real property described in Exhibit 1.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. SUBJECT PROPERTY.

a. Subject to the terms of this Agreement, the Purchaser shall purchase and the Seller shall sell the Property generally located at [•] consisting of approximately [•] square feet of land area, more particularly described in Exhibit 1, together with Seller’s interest, if any, in: (i) all easements, rights of way and vacated roads, streets and alleys appurtenant to the property described in Exhibit 1; (ii) all improvements on the property described in Exhibit 1; (iii) all of Seller’s right, title and interest in and to all utility taps, licenses, permits and contract rights; and (iv) all water rights and conditional water rights that are appurtenant to or that have been used or are intended for use in connection with the property, (a) any ditch, well, pipeline, channel, spring, reservoir or storage rights, whether or not adjudicated or evidenced by any well, decree, order, stock certificate, permit or other instrument, (b) all rights with respect to nontributary or not nontributary groundwater (and other groundwater that is subject to the provisions of Colorado Revised Statutes Section 37-90-137(4) or the corresponding provisions of any successor statute) underlying the Land, (c) any permit to own, use or construct any water well on or about the Land (including those from which water is intended to be used in connection with the Land), and (d) all of Grantor’s right, title and interest in, to or under any decree or pending plan of augmentation or water exchange plan. (collectively the “Property”).

2. PURCHASE PRICE.

a. Purchase Price. The total purchase price for the Property to be paid by the Purchaser at Closing (as defined in this Agreement as just compensation is [•] Dollars ($[•])) ("Purchase Price"), which shall be payable as follows:

b. Earnest Money Deposit. On or before the 10th business day after the Effective Date, the Purchaser shall deposit with [•] ("Title Company") an earnest money deposit in the amount of [•]
Dollars (${ • }) (which earnest money deposit, together with all interest and dividends earned thereon, is herein referred to as the “Deposit”). The Deposit shall be retained by Seller or returned to the Purchaser in accordance with the terms and conditions of this Agreement.

c. **Balance.** The balance of the Purchase Price (after crediting the Deposit), subject to prorations and adjustments in accordance with Section 11 of this Agreement, shall be paid to the Seller by the Purchaser on the Closing Date.

### 3. PRIOR DUE DILIGENCE; DUE DILIGENCE PERIOD.

a. Purchase acknowledges that as of the Effective Date, Seller has provided Purchaser certain due diligence with respect to environmental matters, survey, and title for the Private Development Property of which the Property is a portion:

i. [list provided diligence]; and

ii. [   ]

(collectively, “Prior Diligence”).

b. Purchaser shall have the right, for the period of forty-five (45) days commencing on the Effective Date (the “Due Diligence Period”) to conduct any due diligence on the Property that Purchaser deems reasonably necessary.

### 4. ENVIRONMENTAL CONDITION.

a. **Environmental Information.** Purchaser acknowledges and agrees that:

i. Seller has disclosed to the Purchaser all information Seller has actual knowledge of regarding any environmental contamination or the presence of any hazardous substances or toxic substances on, under, or about the Property in certain document delivered by Seller to Developer (“Reference Documents”) on [ • ] (“Environmental Information”):

ii. Seller makes no representations or warranties with respect to the accuracy, completeness, reliability or source of any of the Environmental Information; and

iii. notwithstanding the Seller’s delivery of the Environmental Information, the Purchaser has made its own investigations relative to the condition of the Property and will rely on its own investigations in determining the suitability of the Property for its use.

For purposes of this Agreement: “hazardous substances” means all substances listed pursuant to regulation and promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C., § 9601 et seq., or applicable state law, and any other applicable federal or state laws now in force or hereafter enacted relating to hazardous waste disposal; provided, however, that the term hazardous substance also includes “hazardous waste” and “petroleum” as defined in the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq. §6991(1). The term “toxic substances” means and includes any materials present on the Property that are subject to regulation under the Toxic Substance Control Act (“TSCA”), 15 U. S. C. § 2601 et seq., applicable state law, or any other applicable federal or state law now in force or later enacted relating to toxic substances. The term “toxic substances” includes, but is not limited to, asbestos, polychlorinated biphenyls (PCB’s), and lead-based paints.
b. **Remediation.** Upon discovery of any unacceptable environmental condition (which shall include contamination (including asbestos-contaminated soils) or the presence of any hazardous substances or toxic substances on the Property), the Purchaser and Developer shall be jointly and severally liable for the remediation of unacceptable environmental conditions on the Property.

5. **INSPECTION/SURVEY.**

   a. On or before ten (10) days after the Effective Date, Seller shall deliver to Purchaser a survey of the Property prepared by a surveyor duly licensed in the State of Colorado (the “Survey”).

   b. The Purchaser shall give notice of any unacceptable physical or survey condition of the Property to Seller by the deadline set forth in Section 7(b).Seller may elect (in Seller’s sole discretion) at Seller’s sole cost and expense, to cure such unacceptable physical or survey condition by the deadline in Section 7(c) of this Agreement to the Purchaser’s reasonable satisfaction. In the event Seller declines to cure the unacceptable physical or survey conditions or fails to respond to the Purchaser’s notice thereof by the date set forth in Section 7(c) of this Agreement, the Purchaser, at its sole discretion, may elect to waive such unacceptable physical or survey condition by the date set forth in Section 7(d) of this Agreement and proceed to Closing or treat this Agreement as terminated in which event the Title Company shall return the Deposit to the Purchaser and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

   c. Purchaser’s right to object to an unacceptable physical or survey condition under paragraph “b” above are limited to only such unacceptable physical or survey conditions (i) not disclosed in Prior Diligence provided (or reasonably inferable therefrom) and (ii) discovered by Purchaser after the date on which Prior Diligence was provided containing a survey for the Private Development Property.

6. **SERVICE CONTRACTS.** Seller shall deliver to Purchaser copies of any and all agreements, contracts or arrangements for management, service, maintenance or operation with respect to the Property (“Service Contracts”) within five (5) days of the Effective Date. Prior to the expiration of the Due Diligence Period (defined in Section 7(b)(i) below), Purchaser shall notify Seller which of the Service Contracts it elects to assume at Closing, if any. In the event Purchaser fails to notify Seller of such election the Service Contracts shall be terminated on or before the Closing Date at the sole and exclusive cost of Seller.

7. **TITLE.**

   a. **Title Review.**

      i. The Purchaser acknowledges receipt of the title commitment for a Seller’s title insurance policy for the Private Development Property on [ ], including abstracts of instruments or documents identified therein.

      ii. Seller shall further disclose to Purchaser all information in Seller’s possession and of which Seller has actual knowledge which are not included in the documents described above, including all easements, licenses, right to use agreements, liens or other title matters not shown by the public records.

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9 Discuss which party pays for the Survey.
10 Determine if relevant.
iii. Notwithstanding Purchaser’s receipt of the documents described in “i” and “ii” above, on or after ten (10) days after the Effective Date, Seller shall deliver to Purchaser a preliminary title commitment to issue a standard owner’s title insurance policy in the amount of the Purchase Price with standard exceptions (the “Title Commitment”) issued through the Title Company, together with copies of all recorded supporting documents, encumbrances, and exceptions (“i” through “iii”, collectively, the “Title Documents”).

b. Notice of Unacceptable Condition, Cure, and Purchaser Elections. Purchaser shall give notice of any unacceptable condition of title to Seller by the deadline set forth in Section 9.b of this Agreement. At Seller’s sole cost and expense, Seller may cure such unacceptable conditions by the date in Section 9.c of this Agreement to the Purchaser’s satisfaction. In the event Seller declines to cure such unacceptable conditions or fails to respond to the Purchaser’s notice thereof by the date in Section 9.c of this Agreement, the Purchaser in its sole discretion and by the date set forth in Section 9.d of this Agreement, may elect to waive such unacceptable conditions and proceed to Closing or treat this Agreement as terminated in which case the Title Company shall return the Deposit to the Purchaser and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement. Purchaser’s right to object to and give notice of any unacceptable condition to title shall be limited to only matters that occur after the date on which the title commitment referenced in Section 7.a.i was provided.

c. Conveyance of Title-Permitted Exceptions.

i. Title to the Property shall be conveyed to the Purchaser subject to taxes and assessments for the year of closing and subsequent years, and those Schedule B-2 exceptions set forth in the Title Commitment which have been accepted or deemed to have been accepted by the Purchaser pursuant to the terms hereof (the “Permitted Exceptions”).

ii. Anything in this Agreement to the contrary notwithstanding, the following matters will not be Permitted Exceptions, and Seller shall cause them to be removed (or, with the approval of the Purchaser in its sole discretion, endorsed over) on or before Closing: (i) any deed of trust, mortgage, lien or other financing documents recorded against the Property, (ii) any option agreement to purchase all or any part of the Property recorded against the Property (other than the Purchaser’s rights under this Agreement), (iii) any easement or other encumbrance or exception after the Effective Date which causes the Title Company to be unable to deliver the Title Insurance Policy as provided herein; or (iv) any Schedule B-2 exception pertaining to the power and authority of Seller to enter into and perform its obligations under this Agreement (collectively, “Mandatory Removal Exceptions”). The Mandatory Removal Exceptions will not be Permitted Exceptions.

8. CLOSING PRE-CONDITIONS.

a. Seller shall fully cooperate with the Purchaser to do all things reasonably necessary, including execute affidavits as necessary and provide adequate assurances necessary for removal of the standard exceptions for defects, liens, mechanic’s liens, tax or assessment liens, title insurance, encumbrances, encroachments, prescriptive easements, adverse claims, or similar matters, regarding such matters. Seller’s aforementioned obligation to execute necessary affidavits and provide adequate assurances for the removal of the standard exceptions from title insurance to be issued is a condition precedent to the Purchaser’s obligation to purchase the Property. If Seller does not provide or is unable to provide the adequate assurances and necessary documents by the date in Section 9.d of this
Project Agreement  
Schedule 14, Private Development  

Agreement, then the Purchaser may elect to waive the failure to provide the adequate assurances and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either Party and the Deposit shall be returned to the Purchaser.

b. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller shall not enter into any contracts or commitments that will survive the Closing other than a contract that is terminated on less than thirty (30) days’ notice.

9. **TIMEFRAMES.**

a. **Seller’s Disclosure.** Seller shall deliver any documents required by this Agreement, including as required under Sections 7.a.ii of this Agreement, no later than 5 p.m. local time five (5) days after the Effective Date.

b. **Purchaser’s Objection Notice and Right to Terminate.**

i. The Purchaser shall notify Seller in writing of any unacceptable environmental, survey, title conditions and all other unacceptable matters under Sections 4, 5, and 7, above, no later than 5 p.m. Mountain Standard Time during the Due Diligence Period.

ii. Purchaser shall have:
   1. no right to terminate for an unacceptable environmental condition, and be subject to Section 4.b with respect to remediation;
   2. the right to terminate this Agreement for objections set forth in Section 5.b but subject to Section 5.c; and
   3. the right to terminate this Agreement for objections set forth in Section 7.b, with respect to “2” and “3” above, by delivering written notice to Seller on or before the expiration of the Due Diligence Period.

iii. If the Purchaser delivers a written termination notice on or before the expiration of the Due Diligence Period, then the Title Company shall return the Deposit to the Purchaser and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

c. **Seller’s Cure.** Seller shall have until no later than 5 p.m. Mountain Standard Time five (5) days from the date of Purchaser’s objection notice to elect to cure all the unacceptable conditions set forth in any objection notice under Sections 5.b but subject to Section 5.c and Section 7.b of this Agreement. If Seller fails to respond to the Purchaser’s objection notice, Seller shall be deemed to have elected not to remedy the conditions contained in the Purchaser’s objection notice.

d. **Purchaser’s Election.** The Purchaser, by written notice to Seller, may elect to waive any uncured objections and proceed to Closing or to terminate this Agreement within five (5) business days of the deadline to cure established in Section 9.b of this Agreement, above. In the event the Purchaser terminates this Agreement, then the Title Company shall return the Deposit to the Purchaser and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

e. **Deadlines.** In the event any date for a party’s performance occurs on a Saturday, Sunday or national holiday, the date for such performance shall occur on the next regular business day following such weekend or national holiday.

10. **DATE OF CLOSING:** The date of closing will occur [ • ] business days after the Effective Date, or on a date as otherwise agreed by the Parties in writing, but in no event later than [ • ] (“Closing
Notwithstanding the foregoing, Seller shall have four (4) options to extend the Closing Date by thirty (30) days for each extension option by providing the Purchaser written notice seven (7) days prior to the applicable Closing Date.

11. CLOSING. The Closing shall take place at such place as the Parties may mutually agree upon (“Closing”). Seller or the Purchaser may elect to close in escrow without attending the Closing.

a. Obligations of Seller at Closing. The following events shall occur at the Closing:

i. Seller shall execute and deliver: (i) a quitclaim deed in substantially the form set forth as Exhibit 2 herein (including all exhibits thereto) (“Deed”) to the Purchaser at Closing conveying the Property free and clear of all taxes (with proration as provided herein).

ii. Seller shall execute, have acknowledged and deliver to the Purchaser a bill of sale conveying to Purchaser all of Seller’s right, title and interest in and to any personal property located on the Property in substantially the form set forth as Exhibit 3 herein (“Bill of Sale”).

iii. Seller shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to Purchaser in the condition herein contemplated, including without limitation any affidavit or agreement reasonably required by the Title Company.

b. Obligations of Purchaser at Closing: The following events shall occur at Closing:

i. Purchaser shall deliver or cause to be delivered to the Title Company good funds payable to the order of Seller in the amount of the Purchase Price (after crediting the Deposit).

ii. Such delivery may be made pursuant to a closing instruction letter.

c. Closing Costs. Closing costs shall be as provided for in Section 14 below.

d. Public Record. Purchaser and Seller agree that the following documents shall be filed with the Office of the Clerk and Record for the City and County of Denver:

i. [Memorandum of Purchase and Sale upon the execution of this Agreement by both parties];

ii. Upon Closing, a Deed in the form attached as Exhibit []; and

iii. Upon Closing, the Development Covenants, Conditions, Conditions, Restrictions, and Repurchase in the form attached as Exhibit [] to the Deed.

12. POSSESSION. Seller shall deliver full possession of the Property to the Purchaser at Closing, subject only to the Permitted Exceptions.

13. REPRESENTATIONS AND WARRANTIES.

a. Seller warrants and represents that as of the Effective Date and at the time of conveyance:

i. To Seller’s actual knowledge, there are no other parties in possession and the Purchaser shall have possession as of Closing; and

ii. There are no leasehold interests in the Property; and

iii. To Seller’s actual knowledge, there is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting the Property, nor does Seller, to Seller’s actual knowledge, know of any grounds for any such litigation, proceeding or investigations; and
iv. There are no improvements, real or personal, on the Property not owned by the Seller. Seller warrants to the Purchaser that it is the lawful seller of all other improvements located in or on the Property and is entitled to the Purchase Price allocable to such items as compensation for the same; and

v. To Seller’s actual knowledge there are no claims of possession not shown by record as to any part of the Property; and

For purposes of this Agreement and each of the documents executed in connection herewith, “Seller’s knowledge”, “to Seller’s actual knowledge” or words of similar meaning and specifically mean and be limited to the current and actual knowledge of [•] and [•], without investigation or inquiry and not the knowledge of any other person, actual or constructive, shall be imputed to such person. The above individuals shall not be personally liability for any of the representations, warranties, covenants or obligations of Seller under this Agreement.

b. Each Party hereto represents to the other Party that:

i. It has the requisite power and authority to execute and deliver this Agreement and the related documents to which such Party is a signatory;

ii. The execution and delivery of this Agreement by such Party has been duly authorized by all requisite action(s) and creates valid and binding obligations of such Party, enforceable in accordance with its terms subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors;

iii. To the actual knowledge of (a) the [insert title of representative individual] for the Purchaser; and (b) Seller: neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental authority or conflict with, result in a breach of, or constitute a default under any contract, lease, license instrument or other arrangement to which such Party is bound;

iv. It is authorized to execute this Agreement on behalf of its officers, directors, representatives, employees, subsidiaries, affiliates, members/shareholders, agents, trustees, beneficiaries, attorneys, insurers, successors, predecessors and assigns. Each person who signs this Agreement in a representative capacity represents that he or she is duly authorized to do so;

v. It has not sold, assigned, granted or transferred to any other person, natural or corporate, any chose in action, demand or cause of action encompassed by this Agreement; and

vi. IT IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT UNCOERCED BY ANY OTHER PERSON AND THAT IT HAS READ THIS AGREEMENT AND HAS BEEN AFFORDED THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL OF ITS CHOICE WITH REGARD TO THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTANDS THE SAME.

c. Survival of Representations and Warranties. The representations and warranties set forth in this Section 13 shall be deemed to be remade as of the Closing Date and shall survive the Closing and delivery of the Deed for a period of six (6) months from the Closing Date. Notice of any claim as to a breach of any representation or warranty must be made to the breaching Party prior to the expiration of such period or it shall be deemed a waiver of the right of the Party claiming such breach to assert such claim.
14. **AS-IS.**

   a. **AS-IS.** The Purchaser acknowledges that it is purchasing the Property based solely on its inspection and investigation of the Property and that the Purchaser will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the Closing Date, subject only to Seller's representations in Section 13 of this Agreement and the Deed (the "Express Representations"). Subject to the foregoing, the Purchaser acknowledges that, except for the Express Representations, Seller and its agents have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to the Property, including, without limitation, the condition of the Property, the existence or nonexistence of hazardous substances, toxic substances, development rights, taxes, bonds, covenants, conditions and restrictions, topography, drainage, soil, subsoil, utilities, zoning, or other rules and regulations affecting the Property. EXCEPT FOR THE EXPRESS REPRESENTATIONS, SELLER MAKES NO WARRANTY OR REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY.

   b. **Full Investigation.** The Purchaser acknowledges and agrees that Seller has not made any independent investigation or verification of, or has any knowledge of, the accuracy or completeness of any the information about the Property furnished to the Purchaser at its request and for the convenience of the Purchaser. The Purchaser is relying solely on its own investigations of the Property.

   c. **Survival of Provisions.** The provisions of this Section 14 shall survive Closing and any termination of this Agreement.

15. **PAYMENT OF ENCUMBRANCES.** Seller is responsible for paying all encumbrances at or before Closing from the proceeds of this transaction or from any other source.

16. **CLOSING COSTS, DOCUMENTS AND SERVICES.** The Purchaser shall pay for the cost of the updated Survey, any title insurance policy to be issued on the Property for the benefit of the Purchaser and all fees for real estate closing services. The Purchaser and Seller shall sign and complete all customary or required documents at or before Closing, including the Deed. Any documents executed before Closing shall be held in escrow until all conditions of Closing are satisfied.

17. **PRORATIONS.** Seller shall pay any and all taxes and special assessments accrued and owed on the Property prorated through the date of Closing. Based on the most recent levy and the most recent assessment, at or before Closing, Seller shall pay all utility, water and sewer charges, and other items related to the Property prorated through the date of Closing.

18. **SPECIAL TAXING DISTRICTS.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY
19. **TIME IS OF THE ESSENCE/REMEDIES.** Time is of the essence in this Agreement. All the agreements and representations set forth in this Agreement shall be binding upon and for the benefit of each Party’s successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation under this Agreement is not performed or waived as provided in this Agreement, then there shall be the following remedies:

   a. **If Purchaser Is In Default.** Seller may treat this Agreement as canceled and Seller, as its sole remedy, shall receive the Deposit as liquidated damages and the Parties shall thereafter be released from all obligations under this Agreement. Seller expressly waives the remedies of specific performance and damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy.

   b. **If Seller Is In Default.** If Closing shall not occur to due to Seller’s refusal to convey the Property on the Closing Date, after the Purchaser’s delivery of the Purchase Price to the Title Company, the Purchaser as its sole and exclusive remedy, may elect to (i) treat this Agreement as canceled, in which case the Deposit, if any shall be returned to the Purchaser, and the Parties shall thereafter be released from all obligations under this Agreement; or (ii) treat this Agreement as being in full force and effect and seek specific performance and reasonable attorney fees incurred in seeking specific performance, but no other damages. Nothing herein waives, impairs, limits or modifies the Purchaser’s power and authority of condemnation.

20. **TERMINATION.** If this Agreement is terminated, then all things of value received by a Party under this Agreement shall be returned to the providing party, and the Parties shall be relieved of all obligations under this Agreement; provided, however, except in the event of a Purchaser default hereunder, the Deposit shall be returned to the Purchaser.

21. **COOPERATION OF THE PARTIES.** In the event that any third party brings an action against a Party to this Agreement regarding the validity or operation of this Agreement, the other Party will reasonably cooperate in any such litigation. Any Party named in an action shall bear its own legal costs.

22. **NO BROKER’S FEES.** The Purchaser and Seller represent to each other that it has not had, and it shall not have, any dealings with (and it has not engaged and it will not engage) any third party to whom the payment of any broker’s fee, finder’s fee, commission or similar compensation (“Commission”) shall or may become due or payable in connection with the transactions contemplated hereby.

23. **SEVERABILITY.** In the event that any provision of this Agreement would be held to be invalid, prohibited, or unenforceable in any jurisdiction for any reason unless narrowed by construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

24. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance duties under the Agreement, the Seller agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.
25. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event shall any performance under this Agreement constitute or be construed to be a waiver by either Party of any breach of covenant or condition or of any default that may then exist. The rendering of any such performance when any breach of default exists in no way impairs or prejudices any right of remedy available with respect to the breach of default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement may be deemed or taken to be a waiver or any other default or breach.

26. **SUBJECT TO LOCAL LAWS; VENUE.** This Agreement is subject to and is to be construed in accordance with the laws of the City and County of Denver and the State of Colorado, without regard to the principles of conflicts of law, including, but not limited to, all matters of formation, interpretation, construction, validity, performance, and enforcement. Venue for any action arising out of this Agreement will be exclusively in the District Court of the City and County of Denver, Colorado.

27. **NOTICES.** All notices provided for in this Agreement must be in writing and be personally delivered, electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, if to the Seller at the addresses listed below and if to the Purchaser at the addresses given below. Notices delivered personally are effective when delivered. Any electronically delivered notice shall also be sent by certified or registered mail United States mail, postage prepaid, return-receipt requested, and deemed effective upon receipt. Notices sent only by certified or registered mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to Purchaser:
Lisa Lumley
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: lisa.lumley@denvergov.org; and
e-mail: joseph.margoshes@denvergov.org

With copies of termination and similar notices to:

Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

and

Denver City Attorney's Office
201 W. Colfax Ave. Dept. 1207
Denver, Colorado 80202
Attention: Maureen McGuire
maureen.mcguire@denvergov.org

If to Seller:
[]

With copies of termination and similar notices to:
[]

28. **RIGHT TO ALTER TIME FOR PERFORMANCE.** The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director of the Division of Real Estate and an authorized representative of Seller.
25. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment to this Agreement will have any force or effect whatsoever, unless embodied in writing in this Agreement. Except as expressly provided for in this Agreement, no subsequent novation, modification, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by both Parties.

26. **THIRD-PARTY BENEFICIARY.** It is the intent of the Parties that no third party beneficiary interest is created in this Agreement except for any assignment pursuant to this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

27. **INTENTIONALLY DELETED.**

28. **REASONABLENESS OF CONSENT OR APPROVAL.** Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either Party, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

29. **NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of the Purchaser nor any director, officer, employee or personal representative of Seller shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

30. **CONFLICT OF INTEREST BY CITY OFFICER.** Purchaser represents that to the best of Purchaser’s information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

31. **MERGER.** The terms of this Agreement survive Closing and shall not merge into the Deed conveying the Property.

32. **CONSTRUCTION.** This Agreement may not be interpreted in favor of or against either Seller or the Purchaser merely because of their respective efforts in preparing it. The rule of strict construction against the drafter does not apply to this Agreement. This instrument is subject to the following rules of construction:

   a. **Specific** gender references are to be read as the applicable masculine, feminine, or gender neutral pronoun.

   b. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”

   c. The words “Party” and “Parties” refer only to a named party to this Agreement.

   d. **Unless** otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.

   e. The recitals set forth in this Agreement are intended solely to describe the background of this Agreement and form no part of this Agreement. Headings and captions contained herein
are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe
the scope of this Agreement or any provisions hereof.

33. **ASSIGNMENT.** The Purchaser is not obligated or liable under this Agreement to any party
other than Seller named in this Agreement. Seller understands and agrees that it may not assign any of its
rights, benefits, obligations, or duties under this Agreement without the Purchaser’s prior written approval.

34. **CITY EXECUTION OF AGREEMENT.** This Agreement is subject to, and will not become
effective or binding on the City until full execution by all signatories of the City.

35. **COUNTERPARTS.** This Agreement may be executed in two (2) counterparts, each of
which is an original and together constitute the same document. This Agreement may be executed by
facsimile or electronically scanned signatures which shall be deemed an original

36. **EFFECTIVE DATE.** The term “Effective Date” shall mean the date the Purchaser delivers
a fully executed copy of this Agreement to the Seller.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Each Party consents to
the use of electronic signatures by the other Party. This Agreement, and any other documents requiring a
signature hereunder, may be signed electronically by the Parties in the manner specified by the Purchaser.
The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in
electronic form or because an electronic record was used in its formation. The Parties agree not to object
to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic
document, or a paper copy of a document bearing an electronic signature, on the ground that it is an
electronic record or electronic signature or that it is not in its original form or is not an original.

38. **NO RELIANCE.** The Parties expressly assume any and all risks that the facts and law that
may be or become different from the facts and law as known to, or believed to be, by the Parties as of the
date of this Agreement. In executing this Agreement, no Party has relied upon any information supplied by
the other or by their attorneys, or upon any obligation or alleged obligation of the other Party to disclose
information relevant to this Agreement other than the information specifically required to be disclosed by
this Agreement.

39. **INCORPORATION BY REFERENCE.** The following Exhibits attached to this Agreement
are incorporated into this Agreement in their entirety by this reference Exhibit 1, 2, and [].

IN WITNESS WHEREOF, the Parties have executed and affixed their seals, if any, at Denver,
Colorado as of: __________________, 20[ ].

ATTEST:                                                                                      CITY AND COUNTY OF DENVER

By:                                                                                          By: ______________________________

Name: ____________________________________________  Name: __________________________

Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

APPROVED AS TO FORM:

City and County of Denver  Addendum #2
National Western Center Triangle Project  March 5, 2020

Schedule 14-27
Attorney for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _________________________________
    ________________________________
    ________________ Assistant City Attorney

By: ________________________________
    ________________________________
    ________________, Manager of Finance

By: ________________________________
    ________________________________
    ________________, Auditor

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me on ______________, 2019
by ___________________________________________, the [__________________] of the City and
County of Denver, a home rule city and municipal corporation of the State of Colorado, on behalf of the
City.

Witness my hand and official seal.

My commission expires: ____________________________

___________________________________
Notary Public
IN WITNESS WHEREOF, the Parties have executed and affixed their seals, if any, at Denver, Colorado as of: __________________, 20[  ].

[NAME OF PURCHASER]

By: ________________________________
[ ] ____________________________

STATE OF COLORADO
CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me on __________________, 2019
by___________________________________________
the __________________ of
___________________________________________, a __________________, on behalf of the Purchaser.

Witness my hand and official seal.
My commission expires:________________________

___________________________________
Notary Public
EXHIBIT 1
(Legal Description of Property)
EXHIBIT 2
(Form of Quitclaim Deed)

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

THE CITY AND COUNTY OF DENVER, a Colorado municipal corporation and home rule city ("Grantor"),
whose address is 1437 Bannock Street, Denver, Colorado 80202, for the consideration of [ ], and other
good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby sells
and quitclaims to ___________________, whose address is __________________ ("Grantee"), any interest it
may have in the following real property in the City and County of Denver, State of Colorado, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS
REFERENCE

SIGNED this _____ day of __________________________, 20__.

ATTEST:

By:________________________________________
   ____________________, Mayor

By:________________________________________
   ____________________, Ex-Officio Clerk
   of the City and County of Denver

APPROVED AS TO FORM:

By:________________________________________
   Assistant City Attorney

STATE OF COLORADO )
 ) ss.
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this ___ day of _____________, 20___
by _____________________, Mayor of the City and County of Denver.

Witness my hand and official seal.

My commission expires: __________________________

________________________________
Notary Public
DEVELOPMENT COVENANTS, CONDITIONS, RESTRICTIONS, AND REPURCHASE

This Development Covenants, Conditions, Restrictions, and Repurchase is made this [__] day of [__], 20[__] by and between the City and County of Denver (“Grantor”) and [__] (“Grantee”).

RECITALS

WHEREAS, Grantor is the fee simple owner of certain real property located in Denver, Colorado, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”);

WHEREAS, the Property is a component of a master plan for the redevelopment of the National Western Center and governed by principles of that certain Project Agreement between the Grantor and [__], dated [__];

WHEREAS, Grantor and Grantee have entered into that certain Quitclaim Deed dated as of even date herewith for the sale and purchase of the Property (“Deed”).

Grantor’s conveyance under the Deed is subject to the following restrictions and covenants:

1. Development Restrictions. [Restrictions on use type and square footage consistent with Approved Development Plan for the Property].

2. Development Timeline.
   a. Grantee shall have obtained a final building permit and commenced vertical construction on the Property within twenty-four (24) months from the conveyance date set forth in this Deed.
   b. Grantee shall be obligated to complete development work on the Property within thirty-six (36) months from the conveyance date set forth in this Deed.

   (collectively, the “Development Schedule,” and Developer’s failure to meet the Development Schedule, each a “Repurchase Event”).

3. Failure to Meet Development Timeline.
   a. In the event Grantee fails to commence construction as provided for in Section 2.a, Grantee shall pay Grantor an amount calculated as: [insert sum certain resulting from calculations upon execution of this Deed] within [insert monthly payment schedule] from Grantee’s failure to comply with the Development Schedule.

4. Right of Repurchase.
a. In the event Grantor fails to make a payment when due under Paragraph 3.a, Grantor shall be entitled to exercise a right to re-purchase the Property (the “Right of Repurchase”). Grantor shall first give notice to Grantee of its intent to exercise its Right of Repurchase to repurchase the Property. Grantee shall have 30 days to cure by paying all amounts owed plus statutory interest. If the Repurchase Event is not cured, the Grantor shall thereafter be entitled to record a notice in the property records of the City Clerk and Recorder’s Office, referencing this restrictive covenant, evidencing its right to exercise the Right of Repurchase to re-purchase the Property.

b. The Grantor shall then have a nine month period in which to exercise its repurchase option by giving Grantee written notice at any time. If Grantor does not timely exercise its option, it may not record another notice as provided for in Section 3.b until a date that is one year from the date of the first missed payment under Section 3.b.

c. The re-purchase price shall be [insert sum certain equaling the original purchase price, less (i) accrued payments due and (ii) the next 12-months’ projected Development Nonperformance Payments]. The Grantor shall exercise its Right of Repurchase.

d. Grantor’s Right of Repurchase shall expire in the event Grantee complies with the Development Timeline in accordance with the Development Plan as evidenced by a written release by Grantor.

e. During the period set forth in Section 2.b, Grantee shall not place any liens or encumbrances on the Property except as otherwise agreed to by Grantor in writing. Grantor agrees not to unreasonably withhold its consent to any construction loan to finance the Grantee’s activities in furtherance of the Approved Development Plan.

[Signature Pages.]
Exhibit C

to the Quitclaim Deed

(Development Nonperformance Payments)

1. DEVELOPMENT NONPERFORMANCE PAYMENT

The Grantee shall be required to make Development Nonperformance Payments for failure to meet the Development Timeline outlined in Exhibit B hereto.

2. CALCULATION OF DEVELOPMENT NONPERFORMANCE PAYMENTS

The Development Nonperformance Payments payable in respect of Contract Year \( (y) \) for Takedown Parcel \( (x) \) shall be calculated in accordance with the following formula:

\[
LD_{x,y} = \sum LD_A \times 1.035^{(y)} \times \text{Area}_A
\]

The formula will be calculated independently for each of the five categories of land use identified in the table below. The sum of those calculations will equal \( LD_{x,y} \).

Where:

a. \( LD_A \) is a \$/GSF factor specific to each land use as per the following table\(^{11}\):

<table>
<thead>
<tr>
<th>Land Use (A)</th>
<th>LD_A ($/GSF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential – Market Rate</td>
<td>2.4732</td>
</tr>
<tr>
<td>Residential - Affordable</td>
<td>1.6463</td>
</tr>
<tr>
<td>Office</td>
<td>10.6158</td>
</tr>
<tr>
<td>Restaurant and Retail</td>
<td>11.5411</td>
</tr>
<tr>
<td>Hotel</td>
<td>14.5873</td>
</tr>
</tbody>
</table>

b. \( \text{Area}_A \) = projected gross square feet (GSF) specific to each land use for Takedown Parcel \( (x) \)

\( \text{Area}_A \) for each land use will be derived from Annex A (Private Development Parcel Data) to Schedule 14 of the Project Agreement, amended from time to time in accordance with Section 8 of Schedule 14.

This amount may be prorated for monthly accrual by dividing by twelve and multiplying by the applicable number of months.

3. PAYMENT OF DEVELOPMENT NONPERFORMANCE PAYMENTS

Development Non-Performance Payments shall accrue in six month increments on any occurrence of after a missed deadline for commencement or completion per Exhibit B and every six month anniversary thereafter.

\(^{11}\) To the extent there are uses included in the Developer’s Approved Development Plan or any Site Development Plan which are not included in the Land Use table above, the City, in its sole discretion, shall have the right to include new categories and factors based on comparable properties.
Development Non-Performance Payments shall be payable to the City within 30 days of the occurrence of a missed deadline for commencement or completion per Exhibit B in the amount then currently accrued pursuant to this Section.

Failure to pay Developer Non-Performance Payments as and when due will trigger a City Repurchase Option as described in Exhibit B.
Annex C
Form of Metropolitan District Service Plan and Pledge Agreement

1. FORM OF METROPOLITAN DISTRICT SERVICE PLAN\textsuperscript{12}  

[Form of Metropolitan District Service Plan follows on the next page].

\textsuperscript{12} If the Preferred Proposer contemplates multiple districts, then each district shall be subject to a Service Plan in the form provided herein and shall be required to enter into the Pledge Agreement.
I. INTRODUCTION

**NWCC Triangle Metropolitan District**, (the “District” or “District No. 1”), located in the City and County of Denver (the “City”), may be created after approval of this service plan by Denver City Council (“City Council”). Once created, the District shall be a quasi-municipal corporation and political subdivision of the state and an independent unit of local government, separate and distinct from the City. The District’s activities shall be subject to review by the City only as provided by this service plan, state or local law, intergovernmental agreement, or where the District’s activities deviate in a material manner from this service plan. The District will provide Public Improvements, as defined herein, for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance and construct the Public Improvements and to operate and maintain such Public Improvements that are not otherwise dedicated to the City or other governmental entities with jurisdiction.

This service plan contains the District’s purpose, powers, requirements, and Financing Plan. The District shall be responsible for compliance with the City’s municipal code, rules, regulations, and policy, and all other applicable law. The District shall ensure that the District’s Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having jurisdiction.

The Triangle Project anticipates the organization of one or more metropolitan districts to assist in the financing, acquisition, construction, completion, and operation and maintenance of the public improvements necessary for the successful development of the Triangle Project Public Elements Improvements and the Triangle Project Private Development Improvements, as each term is defined herein (collectively, the “Triangle Improvements”), The principal components comprising the Triangle Improvements include the following:

A. **The Triangle Project Public Elements Improvements.** The Triangle Project Public Elements Contribution (defined herein) is necessary to finance the Triangle Project Public Elements Improvements (defined herein). Triangle Project Public Elements Improvements are identified and listed on Exhibit E-1, attached hereto and incorporated herein, which list may be updated from time to time, pursuant to the Project Agreement (defined herein) or an intergovernmental agreement between the District and the City, as the same may be amended from time to time (the “City IGA”).

B. **The Triangle Project Private Development Improvements.** In addition to making the Triangle Project Public Elements Contribution toward costs of the Triangle Project Public Elements Improvements, the District will need to finance the portions of the Triangle Improvements for the Triangle Project Private Development Improvements which are identified and listed as “Triangle Project Private Development Improvements” on Exhibit E-2, attached hereto and incorporated herein. Such Triangle Project Private Development Improvements include, but are not limited to, such additional and/or enhanced public improvements that may be necessary for development of the Triangle Project and public improvements necessary for development of the Triangle Project Private Development Improvements. District Revenues (as defined herein) will be necessary to finance the acquisition, construction, completion, and operation and maintenance of the Triangle Project Private Development Improvements.

II. PURPOSE OF DISTRICTS

Organization of the Districts is integral to the Triangle Project, which will create a 60-acre campus of the highest quality and national significance, including both public elements and private development, which will respect the character and historical significance of the existing campus and its adjacent neighborhoods. The Triangle Project will have a long-lasting and positive impact on the character, property tax base, employment base, and public health and safety of the surrounding neighborhoods. The use of the Districts to help finance, acquire, construct and complete the Improvements will assure the provision of requisite public infrastructure and
attractive public amenities within and without the Triangle Project. The Triangle Project will advance the revitalization of the surrounding neighborhoods and will generally promote the public welfare of the City. Thus, the organization of the Districts will promote the general interests of present and future property owners, residents and taxpayers within the Districts as well as the City. The proposed services to be provided by the Districts shall not supplant or duplicate existing services.

The District will be a metropolitan district organized in conjunction with [three] other metropolitan districts, which, collectively will include all property within the Triangle Project as follows:

[NWC Triangle Metropolitan District No. 2 (“District No. 2”) is anticipated to eventually contain the commercial property within the Triangle Project; and]

[NWC Triangle Metropolitan District No. 3 (“District No. 3”) is anticipated to eventually contain the residential property within the Triangle Project;]

[NWC Triangle Metropolitan District No. 4 (“District No. 4”) is anticipated to eventually contain _______ within the Triangle Project;]

The Triangle Improvements the District will be authorized to finance, acquire, construct, complete and/or operate and maintain will include Triangle Project Public Elements Improvements to be financed in part by the Triangle Project Public Elements Contribution. The District’s responsibilities regarding the Triangle Improvements will be set forth in the Pledge Agreement.

Except as otherwise provided herein, the District shall not enter into any contractual obligations for the construction, acquisition, operation, maintenance or the financing of any Triangle Project Private Development Improvements unless and until the Pledge Agreement has been fully executed and delivered by all parties thereto. Notwithstanding any other provision of the Service Plan, prior to execution of the Pledge Agreement, the District shall be authorized to:

1. Perform such functions as are required to comply with the Special District Act and any other applicable statutes to maintain its corporate existence;

2. Perform such inclusions and exclusions of property pursuant to the Special District Act to conform the District Boundaries in accordance with the anticipated terms of the Pledge Agreement;

3. Impose and remit to the City the Project Mill Levy with respect to the Triangle Project Public Elements Improvements, and enter into an IGA with other Districts to effect a transfer of the revenue generated by District No. 2, District No. 3 and District No. 4’s Project Mill Levy to the District; and

4. Engage management, legal, financial and other consultants necessary to perform the functions described in items 1, 2 and 3 above.

III. DEFINITIONS

Aggregate Mill Levy: The total mill levy resulting from adding the Project Mill Levy and the District Mill Levy.

Aggregate Mill Levy Maximum: The maximum number of combined mills that the District may levy for its Project Mill Levy and the District Mill Levy, not to exceed 50 mills, subject to Gallagher Adjustments, as described in Section XI.B below.

Board: The members of the District’s Board of Directors.

City: The members and City of Denver, Colorado.
City IGA: Any agreement, aside from the Pledge Agreement, between the District and the City describing the construction, financing, operation, and maintenance of the Triangle Project Public Elements Improvements.

C.R.S.: The Colorado Revised Statutes, as amended from time to time.

Debt: Any obligation of the District wherein the District has promised or pledged to impose an ad valorem property tax levy or impose Fees to pay the obligation. The term obligation includes, but is not limited to, the following: (a) borrowed money of any kind; (b) obligations evidenced by bonds, debentures, notes or similar instruments; (c) obligations upon which interest charges are customarily paid; (d) obligations under conditional sale or other title retention agreements relating to property or assets purchased by the District; (e) except in the ordinary course of business, obligations issued or assumed as the deferred purchase price of property or services; (f) obligations in connection with indebtedness of others secured by (or which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any lien or other encumbrance on property owned or acquired by the District, whether or not the obligations secured thereby have been assumed (only to the extent of the fair market value of such asset if such indebtedness has not been assumed by the District); (g) obligations arising from guarantees or contractual pledges made by the District; (h) obligations evidenced by capital leases; (i) obligations as an account party in respect of letters of credit and bankers’ acceptances or similar obligations issued in respect of the District; (j) obligations evidenced by any interest rate exchange agreement and; (k) Developer Obligations.

Denver Water: The Board of Water Commissioners of the City and County of Denver.

Developer: The person or entity that is a landowner or owner of contractual rights in the Service Area that intends to develop the property.

Developer Obligation: Any agreement executed by the District for the purpose of borrowing funds from any person or entity that is or is related to any party developing or selling land within the District boundaries or who is a Board member of the District.

District or District No. 1: The NWC Triangle Metropolitan District No. 1 as organized under this service plan, pursuant to Title 32 C.R.S., that is subject to the City’s Title 32 Metropolitan District rules and regulations, as may be amended from time to time.

[Insert definition for additional district(s) (District 2, District 3, etc.) sought to be organized in connection with the District]

[Districts: Collectively, the District and District Nos. _ - ____]

District Boundaries: The boundaries of Taxable Properties and non-Taxable Properties that are included within the District.

District Mill Levy: A mill levy imposed by the District in the amount of up to 15 mills, subject to Gallagher Adjustments as described in Section XI.B below, for the purpose of constructing, operating, maintaining, or financing Triangle Project Private Development Improvements.

District Revenues: All District revenues generated by the imposition of the Aggregate Mill Levy and Fees.

End User: Any owner, or tenant of any owner, of any property within the District, who is intended to become burdened by the imposition of ad valorem property taxes and/or Fees. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The person or business entity that entitles property, constructs homes or commercial structures is not an End User.

Fees: Any fees, rates, tolls, penalties, or charges that shall be imposed by the District.

Financing Plan: Document providing information on projected revenue and expenses for the District.
**Gallagher Adjustment(s):** An adjustment of the District’s mill levies as described in Section XI.B, below.

**Inclusion Area Boundaries:** Boundaries of Taxable Properties and non-Taxable Properties that may be included within the District Boundaries after District organization, as described in Exhibit C\(^\text{13}\) and reflected in the Inclusion Area Boundaries map in Exhibit D.

**Independent Registered Municipal Advisor:** Any person that is not affiliated with the Developer who (i) provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, or (ii) undertakes a solicitation of a municipal entity and is registered with the Securities and Exchange Commission.

**Initial District Boundaries:** The initial boundaries of the District, as described in Exhibit A\(^\text{14}\) and reflected in the Initial District Boundaries map in Exhibit B.

**Manager of Finance:** The Chief Executive of the City’s Department of Finance

**Maximum Project Mill Levy Imposition Term:** The period of time, commencing upon approval of this service plan by City Council, in which the District’s Project Mill Levy may be imposed.

**Planned Development:** Private development or redevelopment of the properties occurring within the District’s Service Area.

**Pledge Agreement:** That proposed agreement between the Districts and the City detailing the remittance of the Project Mill Levy from the Districts to the City, and all other matters described therein, as mutually-executed and as may be amended from time to time in accordance with the terms and conditions contained therein.

**Project Agreement:** The Project Agreement entered into and effective as of [______ 20__] between the City and County of Denver and [Developer name], a [type of company] [formed / organized] under the laws of Colorado.

**Project Mill Levy:** A mill levy imposed by the District in the amount of 35 mills, subject to Gallagher Adjustments as described in Section XI.B below, and remitted to the City, pursuant to the Pledge Agreement, for the purpose of funding administration operations, and maintenance including, but not limited to, the repair and replacement of the Triangle Project Public Elements Improvement and the financing of the Triangle Project Public Elements Improvements.

**Project Mill Levy Revenue:** Revenue received from the imposition of the Project Mill Levy on taxable property.

**Public Improvements:** The public improvements summarized in the service plan and future improvements authorized to be planned, designed, acquired, constructed, installed, relocated, and financed as generally described in the applicable part of Title 32 of C.R.S, except as specifically limited in the Authorized and Prohibited Powers section below to serve the future taxpayers and inhabitants of the District. A non-exhaustive list of examples is provided in Exhibit E of the types of Public Improvements, and includes without limitation, the Triangle Improvements.

**Service Area:** An area which includes the District Boundaries and the future Inclusion Area Boundaries.

**Special District Act:** Article 1 of Title 32 Colorado Revised Statutes, as amended.

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\(^{13}\) Exhibits C and D to include/describe at a minimum all areas in the Triangle that are contemplated to include Private Development.

\(^{14}\) Exhibits A and B to include/describe at a minimum all areas in the Triangle that are encompassed by the Developer’s Initial Takedown.
Taxable Property: Real or personal property within the District Boundaries subject to ad valorem taxes imposed by the District.

Title 32 Metropolitan District Rules and Regulations: The City’s special district rules and regulations for Title 32 metropolitan districts as adopted and may be amended from time to time.

Triangle Improvements: Collectively, the Triangle Project Private Development Improvements and the Triangle Project Public Elements Improvements.

Triangle Project: The installation and construction of the Triangle Improvements.

Triangle Project Private Development: The private development portion of the Triangle Project.

Triangle Project Private Development Improvements: The portions of the Triangle Improvements for the Triangle Project Private Development to be financed, acquired, constructed, completed, repaired, replaced, operated and maintained to develop the Triangle Project Private Development.

Triangle Project Public Elements: The public improvements more particularly described in Exhibit E-1, as may be updated from time to time pursuant to the Project Agreement.

IV. LOCATION AND BOUNDARIES

The area of the Initial District Boundaries includes approximately [_____] acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately [_____] acres. A legal description and map of the Initial District Boundaries are attached hereto as Exhibit A and Exhibit B, respectively. A legal description and map of the Inclusion Area Boundaries are attached hereto as Exhibit C and Exhibit D, respectively. It is anticipated that the District’s Boundaries may expand or contract from time to time as the District undertakes inclusions or exclusions pursuant to the Special District Act and the terms of the Pledge Agreement, subject to the limitations set forth in this service plan.

V. DESCRIPTION OF PROJECT AND PLANNED DEVELOPMENT

Please describe the nature of the Triangle Project and Planned Development, estimated population at build out, timeline for development, estimated assessed value after 5 and 10 years and estimated sales tax revenue.

Also, please identify all plans, including but not limited to Citywide Plans, Small Area Plans, and General Development Plans that apply to any portion of the District Boundaries or Inclusion Area Boundaries and describe how the Triangle Project and Planned Development are consistent with the applicable plans. Please state if the proposed District is to be located within an urban renewal area and if the proposed development is anticipating the use of tax increment financing (TIF). If the District intends to pursue TIF, please provide information on how the TIF financing will interact with the District’s financing and how the necessary Public Improvements will be shared across the two funding sources.

VI. INCLUSION OF LAND

The District shall not include any property outside the Inclusion Area Boundaries except as set forth in the Special District Act and with the Manager of Finance’s prior written approval. Subject to the foregoing, the District may process the inclusion of property into the District Boundaries and the exclusion of property out of the District Boundaries subject to the Provisions of the Special District

15 Preferred Proposer to provide.
16 Preferred Proposer to provide.
Act and the terms of the Pledge Agreement. Under all circumstances, no individual parcel of property shall be subject to more than the Aggregate Mill Levy Maximum when the total of all mill levies imposed by the Districts are considered.

VII. DISTRICT RATIONALE

There are currently no other governmental entities located in the immediate vicinity of the District, including the City, that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, or financing of Public Improvements needed for the Planned Development. Therefore, formation of the District is necessary for the provision of the Public Improvements required for the Planned Development.

VIII. DISTRICT GOVERNANCE

The District Board shall be comprised of eligible electors residing within or owning, or having their spouse or civil union partner own, an interest in taxable property within the District. It is anticipated that over time, End Users will assume direct electoral control of the District Board as development progresses. The District shall not enter into any agreement by which End Users’ electoral control of the Board is removed or diminished.

IX. AUTHORIZED AND PROHIBITED POWERS

It is anticipated that the District will manage, implement and coordinate the payment of the Triangle Project Public Elements Contribution and the operation and maintenance of certain Triangle Project Public Elements Improvements and, if necessary, the financing, acquisition, construction, completion, operation and maintenance of the Triangle Project Private Development Improvements and the provision of related services within and without the boundaries of the District, as such powers and authorities are described in the Special District Act, other applicable statutes, common law and the Colorado constitution, subject to the limitations set forth herein:

Prohibited Services, Restrictions, and Limitations.

1. Covenant Control Restriction.

The District is not authorized to impose, manage, or provide covenant enforcement actions.

2. Eminent Domain Restriction.

The District is not authorized to exercise the power of eminent domain except upon prior approval by City Council.

3. Fee Limitation.

All Fees related to the repayment of Debt shall be authorized to be imposed by the District upon all property within the District Boundaries for repaying Debt only if such Fees are due and payable no later than upon the issuance of a building permit by the City. Notwithstanding any of the foregoing, this Fee limitation shall not apply to any Fee imposed to fund the operation, maintenance, repair, or replacement of Public Improvements or the administration of the District, nor shall this Fee limitation apply if the majority of the District Board is composed of End Users.


The District is not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire hydrants and related improvements installed as part of the water system shall not be limited by this subsection.
5. **Public Safety Services.**

The District is not authorized to provide policing or safety enforcement services. However, the District may, pursuant to C.R.S. § 32-1-1004(7), as amended, furnish security services pursuant to an intergovernmental agreement with the City.

6. **Grants from Governmental Agencies Restriction.**

The District will not apply for funds distributed by any agency of the United States Government or the State of Colorado without the prior written approval of the Manager of Finance. This does not restrict the collection of Fees for services provided by the District to the Unites States Government or the State of Colorado.

7. **Golf Course Construction Restriction.**

Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses within the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

8. **Residential Solid Waste Collection Restriction.**

The District shall not provide directly or indirectly, solid waste collection services for residential properties unless: (a) the property in question is excluded from solid waste collection services provided by the City or (b) such activity is pursuant to an intergovernmental agreement with the City.

9. **Sales and Use Tax Exemption Limitation.**

The District shall not exercise any sales and use tax exemption in the Denver Revised Municipal Code (“D.R.M.C.”).

10. **Sub-district Restriction.**

The District shall not create any sub-district pursuant to the Special District Act without the prior written approval of the Manager of Finance.

11. **Water Rights Restriction.**

The District shall not acquire, own, manage, adjudicate or develop water rights or resources except as otherwise provided pursuant to an intergovernmental agreement with Denver Water.

**X. PUBLIC IMPROVEMENTS AND ESTIMATED COSTS**

A. **Triangle Project Public Elements Improvements**

The Triangle Project Public Elements Improvement Costs are currently estimated as $[_________]\(^{17}\), which costs are shown on Exhibit E-1 and will be adjusted from time to time as set forth in the Pledge Agreement and Project Agreement as applicable.

B. **Triangle Project Private Development Improvements**

In addition to being authorized to contribute revenues toward the financing, acquisition, construction, and operation and maintenance of the Triangle Project Public Elements Improvements, the District will be authorized to finance, acquire, construct, complete, repair, replace, operate and maintain the Triangle Project Private Development Improvements subject to the limitations set forth herein. The estimated amount of debt that the District could issue to finance Triangle Project Private Development Improvements is $[_________], based upon projections of the District Mill Levy revenues that are not otherwise pledged to finance the construction of the Triangle Project Public Elements Improvement Costs.

The cost estimates are based upon preliminary engineering, architectural surveys, and reviews of the Improvements set forth in Exhibit E and include all construction cost estimates together

\(^{17}\) To be incorporated based on Preferred Proposers Proposal.
with estimates of costs such as land acquisition, engineering services, legal expenses, contingencies, and other associated expenses. Maps of the anticipated location, operation, and maintenance of Public Improvements are attached hereto as Exhibit G.\textsuperscript{18} The list of Improvements may be modified as part of the City review process.

The design, phasing of construction, location, and completion of Public Improvements will be determined by the District to coincide with the phasing and development of the Planned Development and the availability of funding sources. The District may, in its discretion, phase the construction, completion, operation, and maintenance of Public Improvements or defer, delay, reschedule, rephase, relocate, or determine not to proceed with the construction, completion, operation, and maintenance of Public Improvements, and such actions or determinations shall not constitute material modifications of this service plan.

The District will ensure that Public Improvements to be funded by the District are designed and constructed in accordance with the standards and specifications of the City and of other entities having jurisdiction. The District will obtain all required approvals of plans, specifications, and permits for construction, operation, maintenance, installation, repair, and replacement of such Public Improvements prior to performing such work.

The Public Improvements set forth in this service plan and exhibits shall be listed in the ownership and maintenance matrix in Exhibit H, either individually or categorically, to identify the ownership and maintenance responsibilities of the Public Improvements.

The City has ordinances relating to the payment of prevailing wages, public art, and small or disadvantaged business enterprises’ participation in the City contracting for construction, installation, and certain maintenance activities. The District shall comply with the following requirements:

A. Contracting.

The District shall comply with all applicable state and local legal requirements concerning public bidding and construction contracting.

B. Land Acquisition and Conveyance.

The District shall not condemn property or easements without the prior approval of City Council. The purchase price of any land or improvements acquired by the District from the Developer shall be no more than the then-current fair market value as confirmed by an independent MAI appraisal for land and an independent engineer for improvements. Land, easements, improvements, and facilities conveyed to the City shall be free and clear of all liens, encumbrances, and easements, unless otherwise approved by the City prior to conveyance. All conveyances to the City shall be by special warranty deed, shall be conveyed at no cost to the City, shall include an ALTA title policy issued to the City, shall meet the environmental standards of the City, and shall comply with any other conveyance prerequisites.

C. Prevailing Wages Requirement.

For any District contract relating to the acquisition, construction, installation, repair, replacement, operation, or maintenance of any Public Improvements, the District shall comply with the wage provisions of the D.R.M.C., as amended, that are applicable to City contracts relating to the payment of prevailing wages. However, where the District is required to comply with Davis-Bacon or other federal wage requirements, the District shall not be required to comply with the wage provisions of the D.R.M.C.

D. Small or Disadvantaged Business Enterprises.

\textsuperscript{18} Preferred Proposer to provide.
To the extent the District is not required to comply with more restrictive provisions in accordance with a project funding source, as determined by the Director of the Division of Small Business Opportunity Office for the City, or its successor agency, the District shall comply with the City’s then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the D.R.M.C., as the same may be amended or recodified from time to time; and (b) small business enterprise participation as currently set forth in Article VII, Title 28 of the D.R.M.C., as the same may be amended or recodified from time to time; and (c) any small or disadvantage business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

E. Equal Employment and Discrimination.

In connection with the performance of all acts or activities hereunder, the District shall not discriminate against any person otherwise qualified with respect to its hiring, discharging, promoting or demoting or in matters of compensation solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

F. Public Art Requirement.

The District shall initiate and implement a public art program as currently set forth in Sections 20-85 through 20-89 of the D.R.M.C., as amended, or any similar ordinances subsequently adopted.

XI. FINANCING PLAN/PROPOSED INDEBTEDNESS

This section of the service plan describes the nature, basis, method of funding, and financing limitations associated with the acquisition, construction, completion, repair, replacement, operation, and maintenance of Public Improvements.

A. Financing Plan.

1. Triangle Project Public Elements Contribution. It is anticipated that the Districts shall coordinate between and amongst themselves to contribute revenue for the financing of the Triangle Project Public Elements Improvements, as shown on the Financing Plan on [Exhibit __], attached hereto and incorporated herein. More specifically, it is anticipated that the Districts shall each impose the Project Mill Levy, and remit the revenues resulting from such mill levies to the City in accordance with the Pledge Agreement.

2. Triangle Project Private Development. The Districts shall each be permitted to levy the District Mill Levy and retain the revenues generated from such mill levy for the financing and operations and maintenance of the Triangle Project Private Development Improvements, as shown on the Financing Plan on [Exhibit __], attached hereto and incorporated herein. Provided, however, that the Districts shall not be permitted to levy and retain the revenues resulting from the District Mill Levy unless and until each District levies and remits to the City the revenues resulting from the Project Mill Levy, pursuant to the requirements of the Pledge Agreement.

The Financing Plan demonstrates that the District will have the financial ability to discharge all Debt to be issued as part of the Financing Plan on a reasonable basis. Furthermore, the District will secure the certification of an Independent Registered Municipal Advisor who will provide an opinion as to whether such Debt issuances are in the best interest of the District at the time of issuance. This excludes the pledge of Project Mill Levies to the City.
B. **Mill Levies.**

It is anticipated that the District will impose a Project Mill Levy and a District Mill Levy on all Taxable property within the District Boundaries.

1. **Aggregate Mill Levy Maximum.**

The Aggregate Mill Levy Maximum is the maximum combined amount that the District may impose for its Project Mill Levy and its District Mill Levy in any year. The District shall levy and remit to the City its Project Mill Levy in the amount of 35 mills. The District shall be permitted to levy and retain its District Mill Levy in the amount of up to 15 mills, subject to Gallagher Adjustments described herein, provided however that failure of the District to levy and/or remit the Project Mill Levy in any year following organization shall be a material modification of this service plan in accordance with the Special District Act and shall result in termination of the right of the District to levy the District Mill Levy. The Aggregate Mill Levy Maximum is 50 mills, subject to Gallagher Adjustments described herein.

2. **Project Mill Levy.**

It is anticipated that, no later than the year subsequent to organization and pursuant to the Pledge Agreement, the District shall impose the Project Mill Levy.

3. **Assessed Value and Mill Levies.**

At such time as the Debt is equal to or less than 50% of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the Project Mill Levy to be imposed to pay on the Debt, shall not be subject to the Aggregate Mill Levy Maximum and may be unlimited as to rate and may be levied at the rate necessary to pay the Debt service on such Debt, provided however that the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District’s then assessed value. For the purposes of the foregoing, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed valuation ratio. All Debt issued by the District must be issued in compliance with the requirements of the Special District Act and all other applicable legal requirements.

4. **Gallagher Adjustments.**

In the event the state’s method of calculating assessed valuation changes after approval of this service plan, the District’s Aggregate Mill Levy, Project Mill Levy, District Mill Levy and Aggregate Mill Levy Maximum amounts herein provided may be increased or decreased to reflect such changes; such increases or decreases shall be determined by the District’s Board of Directors in good faith so that to the extent possible, the actual tax revenues generated by such mill levies, as adjusted, are neither enhanced nor diminished as a result of such change.

5. **Excessive Mill Levy Pledges.**

Any Debt, issued with a mill levy pledge or which results in a mill levy pledge, that exceeds the Aggregate Mill Levy Maximum or the Maximum Project Mill Levy Imposition Term, described below, shall be deemed a material modification of this service plan and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City by a service plan amendment.

6. **Maximum Project Mill Levy Imposition Term.**

The Maximum Project Mill Levy Imposition Term shall not exceed 40 years from December 31 of the year this service plan is approved by City Council. Upon the expiration of the Maximum Project Mill Levy Imposition Term, the District shall not impose a levy for repayment of any Debt. The Maximum Project Mill Levy Imposition Term may be exceeded for refunding purposes only if the majority of the District Board is composed of End Users.

C. **Debt Authorization**
At the organizational election, it is anticipated that each of the Districts shall seek authority to issue revenue or general obligation indebtedness, including bonds and incur other multiple-fiscal year financial obligations such as intergovernmental agreements and acquisition, reimbursement and funding agreements for the Triangle Project Public Elements Contribution portion of the Triangle Project Improvements [and the Triangle Project Private Development Improvements]. It is anticipated that each of the Districts will seek authority to incur multiple-fiscal year obligations for the Triangle Project Public Elements Contribution and imposition of Project Mill Levy. Since each District must vote its own Debt authorization for each of the categories of Improvements, each District must by law have the full Debt authorization available to it in the event that any one of the other Districts finances, acquires, constructs and completes any portion of such Public Improvements and/or the other Districts enter into intergovernmental agreements to repay such costs. [It is anticipated that the Districts may enter into one or more intergovernmental agreements to coordinate their respective activities and to pledge the District Revenues derived from the respective Debt service mill levies of the Districts in support of the repayment of such Debt]. Initially, each of the Districts will have the full debt authorization for financing Improvements. The aggregate Debt of the Districts for funding the costs of the Improvements shall not exceed $[_______]. When any of the Districts issues Debt or other obligations for the Public Improvements, the amount of that Debt shall be subtracted from and reduce the amount of Debt it, and the other Districts are permitted to issue under their respective service plans.

D. Interest Rate and Underwriting Terms Certification.

The interest rate on any Debt shall be set at a market rate at the time the Debt is issued. The District shall retain an Independent Registered Municipal Advisor to provide an opinion on the market reasonableness of the interest rate on any Debt and any underwriter discount payed by the District as part of a Debt financing transaction. Debt, when issued, will comply with all relevant requirements of this service plan.

E. Disclosure to Land Purchasers.

The District will use reasonable efforts to assure that all End Users purchasing property within the District Boundaries and Inclusion Area Boundaries receive a written notice regarding existing District mill levies, the Aggregate Mill Levy Maximum, and a general description of the District’s authority to impose and collect Fees.

F. Independent Registered Municipal Advisor.

An Independent Registered Municipal Advisor shall be retained by the District to provide an opinion as to whether any Debt issuance is in the best interest of the District once the total amount of outstanding Debt exceeds Five Million Dollars ($5,000,000.00). The Independent Registered Municipal Advisor is to provide advice to the District Board regarding the proposed terms and whether Debt conditions are reasonable based upon the status of development within the District, the projected tax base increase in the District, the security offered, and other considerations as may be identified by the advisor. The District shall include in the transcript of any bond transaction, or other appropriate financing documentation for related Debt instrument, a signed letter from the Independent Registered Municipal Advisor providing an official opinion on the structure of the Debt, stating the advisor’s opinion that the cost of issuance, sizing, repayment term, redemption feature, couponing, credit spreads, payment, closing date, and other material transaction details of the proposed Debt serve the best interest of the District.

Debt shall not be undertaken by the District if found to be unreasonable by the Independent Registered Municipal Advisor.

For the purposes of this section, the Pledge Agreement between the City and the Districts shall not be subject to this requirement.

G. Disclosure to Bond Purchasers.

District Debt shall set forth a statement in substantially the following form:
"By acceptance of this instrument, the owner of this Debt agrees and consents to all of the limitations with respect to the payment of the principal and interest on this Debt contained herein, in the resolution of the District authorizing the issuance of this Debt and in the service plan of the District. This Debt is not and cannot be a Debt of the City and County of Denver"

Similar language describing the limitations with respect to the payment of the principal and interest on Debt set forth in this service plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the District Boundaries.

XII. BANKRUPTCY LIMITATIONS

All of the limitations contained in this service plan, including, but not limited to, those pertaining to the Aggregate Mill Levy Maximum, Maximum Project Mill Levy Imposition Term, and Fees have been established under the authority of the City to approve a service plan. It is expressly intended that such limitations:

A. No Set Aside.

Shall not be set aside for any reason, including by judicial action, absent a service plan amendment; and


Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the state under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

XIII. CITY FEES

The District shall pay all applicable City fees in accordance with the City’s Title 32 Special District Rules and Regulations and any other applicable City rules and regulations, as each may be amended from time to time.

XIV. ANNUAL REPORTS

The District shall prepare all reports required by the City’s Title 32 Special District Rules and Regulations as amended from time to time. The District will be responsible for verifying that all required reports comply with the then current Title 32 Special District Rules and Regulations and send a copy of all documents filed with the State to the Manager of Finance. At the request of the Manager of Finance, the District shall make available to the City any financial documents, including but not limited to, current and historical budgets, current and historical audits, and other documentation related to the District’s financials or operations. Such documents shall be presented to the City within 15 days of such request.

XV. SERVICE PLAN AMENDMENTS

This service plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in this service plan or deviate in a material manner, shall be deemed to be material modifications to this service plan and the City shall be entitled to all remedies available under state and local law.

XVI. DISSOLUTION

Upon determination by City Council that the District’s purposes have been accomplished, the District shall file a petition in district court for dissolution, pursuant to the Special District Act. In no event shall dissolution occur until the District has discharged of all its outstanding Debt.
2. FORM OF PLEDGE AGREEMENT

[Form of Pledge Agreement follows on the next page].
NWC TRIANGLE METROPOLITAN DISTRICT PROJECT MILL LEVY PLEDGE AGREEMENT

This NWC TRIANGLE METROPOLITAN DISTRICT PROJECT MILL LEVY PLEDGE AGREEMENT (the “Agreement”), is made and entered into and dated as of ________, 20__, by and between the CITY AND COUNTY OF DENVER, a municipal corporation duly organized and existing as a home rule city under Article XX of the Constitution of the State of Colorado and under the Charter of the City (the “City”), and NWC TRIANGLE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District” [or “District 1”]) and NWC TRIANGLE METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“District 2”), (District 1, District 2, etc., individually a “District,” and collectively, the “Districts”)], each a “Party” and collectively the “Parties.”

RECITALS

Any capitalized term which is used, but not defined, in these Recitals shall have the meaning given in Article 1: DEFINITIONS.

A. The City is a municipal corporation duly organized and existing as a home rule city under Article XX of the Constitution of the State of Colorado (the “State”) and under the Charter of the City and is a political subdivision of the State.

B. Pursuant to Colorado Constitution Article XIV, Section 18(2)(a) and C.R.S. § 29-1-203, the City and the Districts may cooperate and contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of collection of taxes and the incurring of debt.

C. The formation of the Districts was approved by the City in conjunction with the approval of [each of their respective] Service Plans pursuant to the Special District Act. Each District was organized with the approval of its respective electors, such approval fully contemplating cooperation among the Districts and the City as provided herein and in the Districts’ respective service plans (collectively, the “Service Plans”). All governmental approvals necessary for the Districts to make the pledge hereunder have been obtained. All property within the Districts is eligible to included within the Property Tax Increment Area.

D. Under the Service Plans, the Districts are intended to work together and coordinate their activities with respect to the financing, construction, operation and maintenance of public improvements necessary to serve the development within their collective boundaries, including the Project. The purposes for which the District[s] was[were] formed include the provision of water, storm drainage, street, traffic and safety, park and recreation, sanitation, transportation, mosquito control and fire protection facilities, programs, and services, all in accordance with the Service Plans.

E. The Service Plans anticipate[s] and the Parties intend that the Districts coordinate with responsibility to (i) coordinate administrative and management services between and among the Districts, (ii) receive the Project Mill Levy Revenues derived from the imposition of the Project Mill Levy upon taxable property of the Districts, and (iii) remit such Project Mill Levy Revenues to the City and/or other appropriate entities subject to the terms and limitations set forth herein.

F. The Service Plans anticipate[s] and the Parties intend that all taxable property within the boundaries of the Districts will be subject to the Project Mill Levy to assist in financing the Triangle Project; provided, however, no such property shall be subject to the Project Mill Levy imposed by more than one District.

19 If Preferred Proposer contemplates multiple districts, then each district shall be required to enter into this Pledge Agreement and will be subject to a Service Plan in the form provided.
G. The Service Plans anticipate[s], the Districts may process the inclusion of property into District Boundaries and the exclusion of property out of District Boundaries subject to the provisions of the Special District Act and the terms of the Pledge Agreement. Under all circumstances, no individual parcel of property shall be subject to more than the Aggregate Mill Levy Maximum when the total of all mill levies imposed by the Districts are considered.

H. As required by the Service Plans, all of the property which is or will be subject to the Project Mill Levy as contemplated therein is included in the initial boundaries and inclusion area boundaries, as each of those terms are defined by the Service Plans of the Districts.

I. The Parties intend that the Districts shall impose the Project Mill Levy and collect and remit the Project Mill Levy Revenues to the City beginning on the Effective Date of this Agreement, and continuing each year until the Termination Date as provided herein. As provided herein, such obligations shall constitute indebtedness and a multiple-fiscal year obligations of each of the Districts.

J. The Districts have determined that the Triangle Project (i) is generally contemplated by their respective Service Plans, (ii) is needed for development of property within the Districts and (iii) due to the interrelatedness between the development anticipated to occur within the Districts and the area to be served by the Triangle Project, will benefit its residents, property owners and taxpayers.

K. The Districts hereby determine that the execution of this Agreement is in the best interests of their respective residents, property owners, and taxpayers.

L. In order to facilitate the [development of the Triangle Project], the Districts by the terms of this Agreement will pledge the Project Mill Levy Revenues to the City and covenant to take certain actions with respect to generating such revenues, for the benefit of the City.

M. At the Elections, the qualified electors of each of the Districts voted in favor of entering into intergovernmental agreements or other contracts constituting general obligation indebtedness of up to $___________ and the imposition of taxes for the payment thereof, for the purpose of paying, reimbursing or financing the costs of any public improvements the Districts are lawfully authorized to provide (the "IGA Authorization").

N. The Districts hereby expresses their respective intention to make the necessary portions of the IGA Authorization available to support the Payment Obligation established in this Agreement and to allocate from their respective voted authorizations to this Agreement, IGA Authorization in the amount generated by the Project Mill Levy imposed each year pursuant to this Agreement.

O. It has been and hereby is determined by the Districts, that the Districts shall be liable for the repayment of the Payment Obligation only to the extent of the Project Mill Levy Revenues.

P. The Districts hereby elect to apply all applicable provisions of the Supplemental Act to this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Capitalized terms used in this Agreement and not defined in this Article I shall have the meaning assigned to such terms in the Project Agreement.

1. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized in the text of this Agreement shall have the respective meanings set forth below.
2. **Interpretation.** In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

(a) The terms "herein," "hereunder," "hereby," "hereof," "hereto," "hereof and any similar terms, refer to this Agreement as a whole and not to any particular article, section, or subdivision hereof; the tetra. "heretofore" means before the date of execution of the Agreement; and the term "hereafter" means after the date of execution of this Agreement.

(b) All definitions, terms, and words shall include both the singular and the plural, and all capitalized words or tetras shall have the definitions set forth in Section 1.1 hereof.

(c) Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

(d) The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

(e) All schedules, exhibits, and addenda referred to herein are incorporated herein by this reference.

**ARTICLE 2**

**PAYMENT OBLIGATION**

1. **No Additional Electoral Approval Required.** The authorization of the Districts for fiscal year spending, revenue collections and other constitutional matters requiring voter approval for purposes of this Agreement, was approved at the Elections. The performance of the terms of this Agreement requires no further electoral approval.

2. **Funding of Costs Generally.**

(a) The City hereby agrees to apply or cause all Project Mill Levy Revenues to be applied in accordance with the Project Agreement.

(b) The Districts hereby pledge to the City the Project Mill Levy Revenues, to the extent received by the Districts, for the benefit of the City to pay the Payment Obligation in accordance with the provisions hereof. The Payment Obligation shall constitute an irrevocable lien upon the Project Mill Levy Revenues, to, the extent the same are received by or otherwise credited to the Districts. The Districts hereby elect to apply all of the provisions of the Supplemental Act to this Agreement and the Payment Obligation. The obligation of the Districts to pay the Payment Obligation as provided herein shall constitute a multiple-fiscal year debt obligation of the District, payable solely from and to the extent of the Project Mill Levy Revenues.

(c) In no event shall the total Payment Obligation payable by the Districts hereunder exceed the maximum amounts permitted under each of the Districts’ respective Service Plan, electoral authority and any other applicable law. The entire Payment Obligation with respect to the Districts will be deemed defeased upon the Termination Date.

(d) Because the actual total Project Mill Levy Revenues payable by the Districts hereunder cannot be determined with any certainty at this time, the Districts shall not be permitted to pre-pay any amounts due hereunder.

3. **Imposition of Project Mill Levy.**

(a) Upon the purchase of any land as described in the Project Agreement, the Board of Directors of one of the respective Districts, which shall be determined between and among the Districts, shall promptly consider all petitions for inclusion submitted by such property owner(s) in conformance with C.R.S. §§ 32-1-401, et seq., as amended, so that the Project Mill Levy may be imposed such property. To the greatest extent possible, all inclusions of property described herein
shall be fully effectuated no later than May 1 of each year until the Termination Date so that such included property may be included on that particular year’s assessment roll.

(b) All property in the Districts inclusion area shall be included into one of the Districts and the Project Mill Levy imposed. Subject to the foregoing, the Districts may process the inclusion of property into any District Boundaries and the exclusion of property out of any District Boundaries subject to the Provisions of the Special District Act and the terms of this Pledge Agreement.

(c) The Parties agree that no property shall be subject to the Project Mill Levy of more than one District. Under all circumstances, no individual parcel of property shall be subject to more than the Aggregate Mill Levy Maximum when the total of all mill levies imposed by the Districts are considered.

(d) In order to fund the Payment Obligation, the Districts levied in 20__ and shall levy in each year thereafter until the Termination Date, in addition to all other taxes, direct annual taxes in the amount of the Project Mill Levy on all of the taxable property of the Districts.

(e) This Section 2.3 is hereby declared to be the certificate of the Districts to the appropriate officers of the City indicating the aggregate amount of taxes to be levied for the purposes of paying the Payment Obligation due hereunder.

(f) It shall be the duty of the Districts annually at the time and in the manner provided by applicable law for the levying of its taxes, if such action shall be necessary to effectuate the provisions of this Agreement, to ratify and carry out the provisions hereof with reference to the levy and collection of the ad valorem property taxes herein specified, and to require its officers to cause the appropriate officials of the City to levy, extend and collect said ad valorem taxes in the manner provided by applicable law for the purpose of providing funds for the payment of the amounts to be paid hereunder promptly as the same, respectively, become due. Said taxes, when collected, shall be applied only to the payment of the amounts to be paid hereunder in accordance with the provisions of this Agreement.

(g) Said Project Mill Levy shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State.

(h) The Districts shall pursue all reasonable remedies to collect, or cause the collection of, delinquent Project Mill Levy Revenues.

4. Payment and Application of Project Mill Levy Revenues. The Districts hereby agree to remit to the City all revenues comprising the Project Mill Levy Revenues, which Project Mill Levy Revenues the City shall deposit into the [_______ Fund] and shall apply or cause to be applied moneys in the [_____ Fund] to pay Project Costs, in accordance with the Project Agreement. Immediately upon receipt thereof, such Project Mill Levy Revenues shall be paid by each of the respective Districts, in lawful money of the United States of America by check mailed or delivered, or by wire transfer, to the City, or such other method as may be mutually agreed to by the Districts and the City. To the extent that excess revenues are released to the Districts pursuant to the provisions of the Project Agreement, the Districts agrees to apply the same to the costs of the Districts permitted by the Service Plans.

It is hereby acknowledged that, until the expiration of the TIF Term, the Project Mill Levy Property Tax Increment Revenues resulting from the imposition of the Project Mill Levy are revenues of the City. Accordingly, the Districts shall be obligated to remit to the City such Project Mill Levy Property Tax Increment Revenues prior to the expiration of the TIF Term only in those cases when the Districts actually receive such revenue from the City Treasurer or otherwise.

5. Effectuation of Pledge of Security, Current Appropriation. The sums herein required to pay the amounts due hereunder are hereby appropriated for that purpose, and said amounts for each year shall be included in the annual budget and the appropriation resolution or measures to be adopted or passed by the respective Boards of Directors of the Districts in each year while the
Payment Obligation herein authorized is outstanding and unpaid. No provisions of any constitution, statute, resolution or other order or measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of the Districts to levy the Project Mill Levy, or as limiting or impairing the obligation of the Districts to levy, administer, enforce and collect the ad valorem property taxes as provided herein for the payment of the Payment Obligation.

In addition, and without limiting the generality of the foregoing, the obligations of the Districts to transfer funds to the City for each payment described herein shall survive any Court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, of any of the respective directors of any of the Districts to properly disclose, pursuant to State law, any potential conflicts of interest related hereto in any way, provided that such disclosure is made on the record of the Districts' meetings as set forth in the official minutes.

6. **Limited Defenses; Specific Performance.** It is understood and agreed by the Districts that each of their respective obligations hereunder are absolute, irrevocable, and unconditional except as specifically stated herein, and so long as any obligation of the Districts hereunder remains unfulfilled, the Districts agree notwithstanding any fact, circumstance, dispute, or any other matter, or an Event of Default by the City hereunder, that it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its payment obligations, or take or fail to take any action which would delay a payment to the City or impair the City's ability to receive payments due hereunder. Notwithstanding that this Agreement specifically prohibits and limits defenses and claims of the Districts, in the event the Districts believe that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Section 2.6, it shall, nevertheless, make all payments to the City as described herein and then may attempt or seek to recover such payments by actions at law or in equity for damages or specific performance, respectively.

7. **Additional Covenants of the District.**

(a) The Districts will not issue or incur bonds, notes, or other obligations payable in whole or in part from, or constituting a lien upon, the Project Mill Levy of the Districts or the Project Mill Levy Revenues.

(b) At least once a year in the time and manner provided by applicable law, each District will cause an audit or audit exemption to be performed of the records relating to revenues and expenditures of the respective District. In addition, at least once a year in the time and manner provided by law, each District will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(c) No property will be excluded from each District's respective boundaries without the prior written consent of the City, as may be provided by the City's Manager of Finance.

8. **Additional Covenants of the City.**

(a) The City shall keep and maintain, or cause to be kept and maintained, accurate records and accounting entries reflecting all funds received from the Districts and the use(s) of such funds, including monthly unaudited financial statements reflecting the information contained in the accounting records.

(b) In accordance with state law, the City will cause an audit to be performed of the records relating to revenues and expenditures of the City at least once a year. In addition, at least once a year the City will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(c) Upon the occurrence of an event of default under the Project Agreement of which the City has notice, the City shall within three business days of such notice provide written notice to the Districts of such event of default.
(d) The City shall take no action nor consent to any action that could have the effect of excluding property from the Plan Area, without the prior written consent of the Districts.

**ARTICLE 3**

**REPRESENTATIONS AND WARRANTIES**

1. **Representations and Warranties of the District.** Each District hereby makes the following representations and warranties with respect to itself:

   (a) It is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State.

   (b) It has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. Its execution, delivery, and performance of this Agreement have been duly authorized by all necessary action.

   (c) It is not in violation of any of applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the District to perform its obligations hereunder. The execution, delivery and performance by it of this Agreement: (i) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority, (ii) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of it in a manner that could reasonably be expected to result in a material adverse effect on its ability to perform its obligations hereunder or its operations or financial condition, and (iii) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of it pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which it is a party or which purports to be binding upon it or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations hereunder or its operations or financial condition.

   (d) It has obtained all consents and approvals of and has made all registrations and declarations with any governmental authority or regulatory body required for its execution, delivery, and performance of this Agreement.

   (e) There is no action, suit, inquiry, investigation, or proceeding to which it is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to its knowledge, is threatened, in connection with any of the transactions contemplated by this Agreement nor, to its best knowledge, is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of such District to perform its obligations under, this Agreement.

This Agreement constitutes the legal, valid, and binding obligation of the Districts, enforceable against the Districts in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

**ARTICLE 4**

**NON-COMPLIANCE AND REMEDIES**

1. **Events of Non-Compliance.** The occurrence or existence of any one or more of the following events shall be an "Event of Non-Compliance" hereunder, and there shall be no default or Event of Non-Compliance hereunder except as provided in this Section:

   (a) The Districts fail or refuse to impose the Project Mill Levy or the Districts fail to remit the Project Mill Levy Revenues as required by the terms of this Agreement;
(b) any representation or warranty made by the Districts or the City in this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon any other Party;

(c) the Districts or the City fail in the performance of any other of their respective covenants in this Agreement, and such failure continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to any of the Parties hereto;

(d) any of the Districts commence proceedings for dissolution or consolidation with another metropolitan district during the term of this Agreement without the prior written consent of the City;

(e) the City shall fail to deposit into the [_____ Fund] or fail to apply or cause to be applied moneys in the [_____ Fund] to pay Project Costs, in accordance with the Project Agreement; or

(f) the Districts or the City shall: (i) commence any case, proceeding, or other action: (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or making a general assignment for the benefit of its or their creditors; or (ii) there shall be commenced against the Districts or the City any case, proceeding, or other action of a nature referred to in clause (i) and the same shall remain not dismissed within 90 days following the date of filing; or (iii) there shall be commenced against the Districts or the City any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its or their property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (iv) the Districts or the City shall take action in furtherance of, or indicating its or their consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) the Districts or the City shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

2. **Remedies for Events of Non-Compliance.** Subject to Section 2.6 hereof, upon the occurrence and continuance of an Event of Non-Compliance, any Party may proceed to protect and enforce its rights against the Party or Parties causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing Party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs. The Districts acknowledge and agree that a reduction in or termination of the Project Mill Levy or withholding of any portion of the Project Mill Levy Revenues from remittance to the City in accordance with the terms hereof is not an available remedy for any Event of Non-Compliance by the City.

**ARTICLE 5**

**MISCELLANEOUS**

1. **Pledge of Revenue.** The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Payment Obligation of the Districts shall be governed by § 11-57-208 of the Supplemental Act and this Agreement. The Project Mill Levy Revenues shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against any of the Districts irrespective of whether such persons have notice of such liens.

2. **No Recourse Against Officers and Agents.** Pursuant to § 11-57-209 of the Supplemental Act, if any member of the Board of any of the respective Districts, or any officer or
3. **Conclusive Recital.** Pursuant to § 11-57-210 of the Supplemental Act, this Agreement contains a recital that the Payment Obligation is issued pursuant to certain provisions of the Supplemental Act, and such recital is conclusive evidence of the validity and the regularity of this Agreement after its delivery for value.

4. **Limitation of Actions.** Pursuant to § 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this Agreement shall be commenced more than 30 days after the authorization of this Agreement.

5. **Opinion.** At the time of execution and delivery of the Project Agreement the applicable District shall deliver an opinion from its respective bond counsel addressed to [the City and _______] and as required by the Project Agreement, which opinion shall include without limitation a statement that this Agreement has been duly authorized, executed, and delivered by the applicable District, constitutes a valid and binding agreement of the applicable District, enforceable according to its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium, or other law affecting the enforcement of creditors’ rights generally and subject to the application of general principles of equity and containing such other opinions or statements as are required by the Project Agreement.

6. **Notices.** Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

[Insert applicable Parties]

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one day after hand delivery or three days after mailing. Any Party by written notice so provided may change the address to which future notices shall be sent.

7. **Miscellaneous.**

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) It is intended that there be no third-party beneficiaries of this Agreement. Nothing contained herein, expressed or implied, is intended to give to any person other than the City and the Districts any claim, remedy, or right under or pursuant hereto, and any agreement, condition,
covenant, or term contained herein required to be observed or performed by or on behalf of any Party hereto shall be for the sole and exclusive benefit of the other Parties.

(d) This Agreement may not be assigned or transferred by any Party without the prior written consent of each of the other Parties.

(e) This Agreement shall be governed by and construed under the applicable laws of the State.

(f) This Agreement may be amended or supplemented by the Parties, but any such amendment or supplement must be in writing and must be executed by all Parties.

(g) If the date for making any payment or performing any action hereunder shall be a legal holiday or a day on which banks in Denver, Colorado are authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day which is not a legal holiday or a day on which banks in Denver, Colorado are authorized or required by law to remain closed.

(h) Each Party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

(i) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(j) This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

(k) Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

(l) The City and the Districts shall have the right to access and review the City’s and the District's records and accounts, on reasonable times during each Party's regular office hours, for purposes of determining compliance with the requirements of this Agreement.

(m) Each Party covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its obligations hereunder.

(n) The Districts consent to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

8. **Effective Date and Termination Date.** This Agreement shall become effective on the Effective Date and shall remain in effect until the Termination Date.
IN WITNESS WHEREOF, the City and the Districts have executed this Agreements as of the ___ [rd/th] day of ________, 20__.  

[Insert signature blocks]
Section 1
New Arena

1.1 PURPOSE

a. The New Arena will be a primary event space for the Denver metropolitan area, reflecting the City’s aspiration to add to an existing world-class suite of venues with state-of-the-art facilities in a building of outstanding architectural merit.

b. The design of the New Arena shall integrate into the immediate hard and soft landscaping and the overall enhancement of the public realm within the Triangle. Developer shall meet the requirements for vehicle and crowd movement, parking, maintenance, access and design outlined in the Master Plan.

c. The New Arena shall be an ADA compliant facility, designed to operate in both of the following operational modes:
   i. event days; and
   ii. non-event days.

d. The New Arena shall create multi-functional spaces, where possible, from the ‘base’ facilities within the New Arena for use on non-event days.

e. Unless otherwise specified in this Section 1, the Developer is responsible for meeting all of the requirements set out in this Section.

1.2 OVERVIEW OF REQUIREMENTS

a. The New Arena shall contain the following basic facilities:
   i. main event arena auditorium/seating bowl;
   ii. lobbies and pre-function areas, including space for security scanning equipment;
   iii. concourse level circulation;
   iv. event operations administration and maintenance offices;
   v. staff and performance changing/locker rooms and breakrooms;
   vi. storage areas;
   vii. penning space for rodeo animals;
   viii. ticketing office, box office and ticketing windows;
   ix. public and staff restrooms, including family restrooms;
   x. food and retail concessions;
   xi. restaurants and kitchens, including cold storage and dry storage areas;
   xii. fixed and portable concessions and other points of sale;
   xiii. bowl suites, party suites, and loge seating;
   xiv. back of house / below bowl circulation spaces;
   xv. mechanical, electrical, data/IT and other utility services room;
   xvi. ice resurfacing plant equipment room and resurfacing vehicle garage;
   xvii. event overlay and temporary seat storage areas;
Section 1-2

The New Arena design shall organize the venue into the following four (4) primary elements:

i. front of house: this is the public access area and includes public entrances, concourse areas, circulation, restrooms, food and beverage and merchandising areas, and vomitory access into the arena hall seating bowl;

ii. arena hall / seating bowl: this is the main event space and includes the seating bowl, suites, loge boxes, media seating, and event floor;

iii. back of house, venue operations: this is primarily the operator’s service area and shall include office and administration changing rooms and locker areas, the service yard, medical rooms, storage areas, kitchens, plant and services rooms and staff welfare facilities; and

iv. back of house, performance and sport event operations: this is primarily the area that the performers or the sports teams utilize and also includes the production areas of the event floor and stage, animal stalling areas, locker/changing rooms, dressing rooms, promoter’s offices and crew and support team welfare and comfort facilities.

c. The New Arena shall be accessed at ground floor level with the bowl event level located at the existing ground level. An alternative option to be reviewed by Developer is to sink the bowl and associated back of house areas into the ground.

d. The New Arena layout shall be consistent with the Arena Reference Design, provided in the Reference Documents.

e. Developer shall consider the efficiencies that may be gained through the design of circulation spaces and concourses and enable added value to be provided to other areas of the design, while remaining in accordance with the functional requirements of the facility. Where individual space areas are quoted in these requirements, consideration should be given for the area of internal walls, columns etc., which shall be included.

1.3 FRONT OF HOUSE AREAS

1.3.1 General

a. The front of house areas shall comprise security, entrance lobbies, concourses, vertical circulation, restrooms, restaurants and food, beverage and merchandise concessions.

b. Front of house facilities in the New Arena shall be developed to support both operational mode scenarios and offer flexibility to host a wide range of events typical to the building type.

c. Concourses shall be designed to ensure spectators are provided sufficient area to circulate during peak loading. A minimum concourse width of 25 ft. is to be provided, with areas near food, beverage and merchandise concessions achieving a minimum width of 30 ft.

d. All public areas and concourse levels shall be designed to allow access to small vehicles up to 4,000 lbs.
e. Restrooms shall be provided based on a 50:50 male:female spectator split. Restroom design shall meet all Project Standards. Restrooms shall be designed to accommodate families and gender-neutral spectators. Each restroom block shall also include a janitor’s closet with a minimum size of 40 square feet.

f. Facilities for spectator comfort and safety shall be included in the public areas of the New Arena. These include, but are not limited to:
   i. a welcome desk with space for a minimum of 4 guest supervisor seats behind a front desk;
   ii. a box office with a minimum of 10 interior ticket windows;
   iii. first aid/security points;
   iv. information points;
   v. cloakrooms;
   vi. restrooms; and
   vii. child/family friendly areas.

g. Exterior public areas shall be of a good functional and decorative standard and in accordance with the requirements of the NWC Design Standards and Guidelines.

h. The main entrance and immediately adjacent public areas shall have a finish that shall be of a higher grade than other general public areas, including tiled floors, plaster or plasterboard finish walls, and concealed services by way of fixed or suspended ceilings.

i. Public areas other than the main entrance and adjacent areas shall have painted wall finishes, epoxy coated or painted concrete floors, and may include open ceiling areas with exposed services.

1.3.2 Restaurants and Retail
a. Restaurants and retail shall be positioned to activate the ground floor façade of the facility.

b. Operation of restaurants is to be possible in all operational scenarios, including direct access (internal) to public front of house areas from the restaurants during events.

c. All restaurants and retail shall be independent units that contain all functions necessary for their operation (kitchens, bars, patron restrooms, stores, office space, etc.).

d. Restaurants shall offer a range of seated patrons; the minimum size is to cater for 100 seated customers at any one time.

e. Restaurants and retail are to be serviced from the central loading bay of the arena.

1.3.3 Concession Units
a. Food, beverage, and merchandising concessions shall be designed by the Developer.

b. No fewer than 70 points of sale shall be provided for general admission spectators, which may be provided through a combination of permanent and temporary concession units.

c. Permanent concession areas shall include power, data, water, and drainage. The extent of supply and extract ductwork should be provided to suit catering requirements.

d. Temporary concession points of sale shall include power and data.
e. The New Arena shall include storage areas to ensure concession deliveries are not required during event times, in accordance with the following requirements:
   i. the minimum depth for concessions serving drinks only is 13 ft required for service spaces, with an additional 13 ft of storage; and
   ii. concessions that cook or serve food and beverages shall be sized according to their specific requirements, however the minimum depth is 20 ft for service areas.

f. Additional locations for ‘pop-up’ food, beverage and merchandise concessions within the public concourses shall be included in the design.

1.4 ARENA HALL / SEATING BOWL

1.4.1 Seating Bowl

1.4.1.1 Seating Bowl Design

a. The seating bowl shall include a minimum of 9,500 spectator seats (gross capacity in rodeo mode) in a seating bowl around an event floor dimensioned to accommodate rodeo events (118 ft x 268 ft). The seating bowl is required to provide seats in a 360-degree layout for rodeo events, however, this arrangement may be achieved using moveable or retractable bleachers. The seating bowl shall also respond to operational requirements for the New Arena to host music, sports, conventions/trade shows, and other events throughout the year.

b. Vehicular and animal access to the seating bowl is required from the short sides with additional access points in all corners of the lower seating bowl.

c. The bowl geometry, which responds to creating an exciting and atmospheric space, shall also respond to the practical requirements of construction methodologies and long-term flexibility required to ensure commercial sustainability.

d. The seating bowl shall include a minimum height of 75 feet from the event floor to the underside of the rigging/structural steel.

1.4.1.2 Seating Options

a. All seating within the New Arena bowl shall meet all Project Standards and shall be:
   i. self-rising/tilting seating with arm rests;
   ii. riser fixed where possible depending on the selected seating system; and
   iii. durable and easily maintained.

b. For retractable seating units, the seating incorporated on these retractable units shall be of comparable quality to that provided in permanent seating areas.

c. Seating shall be provided in 4 main categories for a minimum of 9,500 seats:
   i. general admission;
   ii. club seats – at least 300 seats (including gold buckle seats at field of play level for rodeo events);
   iii. loge boxes – at least 20 loge boxes containing no fewer than 5 seats each; and
   iv. suites – at least 27 suites containing no fewer than 16 seats each.
1.4.1.3 Other Seating Requirements:

a. The minimum seating width for general admission spectators shall be 20” with a minimum row depth of 32”.

b. The minimum seating width for club, loge box and suite spectators shall be 22” with a minimum row depth of 34”.

c. Seats shall be supplied with individual numbers and row numbers in easily identifiable locations.

d. Any floor seating required for events shall be provided by the Developer, and adequate storage areas for the seats shall be provided within the New Arena.

e. All seating shall facilitate easy cleaning and maintenance.

f. Should additional non-fixed seating be required for events, sufficient space for storage of this seating is shall be within the New Arena. Any retractable seating platforms shall be equipped with luminous nosings, removable side and end railings, side screens, detachable steps, and aisle hand rails where applicable.

g. Wheelchair and accessible seating, including platforms and rails, shall be provided in accordance with Law and Project Standards. For each wheelchair space, a helper space is also to be provided adjacent to the wheelchair space. Developer is strongly encouraged to innovate in providing additional ADA compliant seats and ensure an unobstructed view of the field of play for all ADA seats.

h. Safety rails and balustrades shall be provided to all seating and circulation areas including wheelchair seating platforms, retractable seating platforms, vomitories, and suites. Safety rails and balustrades shall comply with side loading requirements and heights according to local codes, including temporary safety rails to any retractable units.

1.4.2 Hospitality / Premium Areas

The New Arena shall include areas for suite, loge and club spectators that are separate from general admission entrances, circulation spaces, and seating areas.

1.4.2.1 Suites

a. Each suite shall be a minimum of 400 ft² and is to include an additional 4 standing spectator locations within the suite.

b. A minimum of two areas of these suites shall be designated as ‘Party Suites’ and shall be reconfigurable dependent on events. These are to be formed by joining two smaller suites together therefore moveable walls shall be required. These suites are to be in a position that they are usable when the seating bowl is configured for center-stage and end-stage music concerts.

c. All suite seating shall provide an unobstructed view to the event floor and shall ensure a view to the event floor when standing in the suite.

d. The suites shall be separated physically, but not acoustically, from the New Arena seating bowl, i.e. no glazing is required to area-facing facade of suite.

e. Each suite shall include a single restroom for exclusive use of the suite guests. This is to include a minimum of 1 toilet, 1 sink and 1 hand dryer. All suites shall be wheelchair accessible.

f. A serving counter is to be included within each suite for food and beverage delivery and display. This is to include counter space for final food preparation, wall and under
counter cupboards, a refrigerator and sink with hot and cold-water supply and drain line.

1.4.2.2 Loge Boxes
a. Each loge box shall include separate seating along with a table for drinks and food for the spectators within the box.
b. All seating shall provide an unobstructed view to the event floor.
c. Loge box spectators are to have access to a lounge that shall be shared with the club seat spectators.

1.4.2.3 Club Seating
a. The Arena is to provide a total of 300 club seats within the seating bowl with access to the lounge area.
b. All premium facilities are to be served by restroom facilities at the same level as the club and the lounge.
c. Premium spectator seating and lounge opportunities shall be available at the arena floor level.
d. This lounge shall be a minimum of 4,800 ft² and shall include restroom facilities and minimum of 5 points of sale for food and beverages.
e. The club and the lounge are to have private entrances and access routes with secure vertical access via lifts, stairs and escalators (subject to design development of the vertical circulation strategy).
f. During the WSSA Events a portion of the club seating is to be offered as ‘gold buckle’ premium seating. These are to be located at the front of the lower bowl in 2-3 rows approximately one foot from the field of play level. This requirement shall not impact the available size of the arena floor for rodeo events.

1.4.3 Arena Hall Seating Sightlines
a. The seating in the New Arena shall be designed according to general best practice in New Arena design spectator C-Values, as illustrated in Figure 4-1.
b. New Arena design spectator C-Values require:
   i. a minimum C = 3.5” for general spectators and C = 5” for premium and VIP seating areas
   ii. Rodeo target sight-line focus point of a point 40” above the edge of the show ring;
   iii. Ice Hockey sight-line focus point of a point 40” above the edge of the dasher boards; and
   iv. Music concert scenario sight-line focus point shall be 40” above the front edge of the concert stage in all positions.
c. C-Values for all wheelchair locations shall be comparable to the surrounding seating areas and should consider the impact of standing spectators in front of wheelchair positions.
d. All seats within the seating bowl shall provide unobstructed views in all event scenarios to the event floor and a center hung (4-sided) scoreboard located directly over the center of the event floor.

Figure 1-1: C-Values

1.4.4 Event Floor

a. The New Arena event floor shall be sized to accommodate the Stock Show events and provide an area capable hosting a range of sporting, cultural, and music events. Sports that should be considered when designing the seating bowl and event floor area include, but are not limited to:

   i. Support of CHSAA high school sports and events (e.g. graduations);
   ii. Rodeo: minimum 118 ft x 268 ft;
   iii. NCAA Ice Hockey: minimum 85 ft x 200 ft;
   iv. NCAA Basketball: minimum 50 ft x 94 ft;
   v. indoor soccer;
   vi. tennis;
   vii. volleyball;
   viii. boxing;
   ix. wrestling;
   x. martial arts; and
   xi. gymnastics.

b. The clear dimensions required to host rodeo events are a minimum of 118 ft x 268 ft. All other sporting events are anticipated to be capable of fitting within this footprint.

c. The design shall allow for a 20 ft zone allowed for holding pens at one end of the event floor with an 8 ft zone allowed for bucking chutes at the opposite end of the arena.
d. The floor shall provide direct access (street level) to Class 7 heavy trucks up to 33,000 lbs. at both ends through 25 ft wide tunnels located on the center line of the short sides of the seating bowl.

e. Temporary sports surfaces including, but not limited to, basketball and ice hockey are to be accommodated within the event floor with appropriate storages areas within close proximity.

f. Areas below the lower seating bowl are to be utilized for equipment storage, locker rooms and other areas.

g. Figure 4-2 provides an indicative overview of the New Arena dimensions. This is an indicative figure only and Developer is responsible for ensuring that the New Arena dimensions comply with the requirements of this Section 1.

**Figure 1-2: New Arena Dimensions**

1.4.5 **Rigging Grid**

a. Developer shall provide rigging grids including:

   i. a performance area rigging grid (allowing for center and end stage configurations above the main event floor which shall support total loads of up to 200,000 lbs. and point loads of up to 6,500 lbs. on a 26 ft x 26 ft grid; and

   ii. a general seating area rigging grid (outside the performance area rigging grid) that shall support up to 130,000 lbs. and individual load points of up to 4,500 lbs. on a 26 ft x 26 ft grid.

b. Rigging loads are not to be applied to gantries or walkways. The rigging design shall take full account of access and egress to all rigging points.
1.4.6 Arena Hall Spectator Comfort

a. Developer shall provide comfortable environmental conditions for all spectators and participants for training, pre-event warm up and during the event itself.

b. Developer shall provide heating and air conditioning throughout the New Arena hall and seating bowl areas to maintain a temperature during events of between 65 and 78 degrees Fahrenheit, measured at field of play level.

c. Developer shall provide dust mitigation systems in spectator areas, the design of which should accommodate the internal environmental conditions during the Stock Show.

d. Developer shall utilize the ANSI/ASHRAE Standard 62.1-2016 along with best practice in design to ensure air quality is maintained during Stock Show events where there is more airborne dust within the seating bowl than is present during typical events.

e. Primary building entrance sized sufficiently for spectator queuing in climate-controlled conditions during winter and fall months, the size of these areas is to be defined through a detailed crowd modelling study.

f. A roof design that is closely balanced with the need for the control of sunlight and ventilation to ensure optimal event conditions at all times of day.

1.4.7 Arena Hall Video Display

a. A four-sided central video display board shall be hung directly over the center of the event floor and is to consist of 4 primary screens with an additional ‘circular ring’ of screens located above or below the main screens. The size of the individual screens is to be determined by Developer to accommodate by viewing angles and visibility distances of the farthest spectators. A pixel pitch of less than 3/8 inches shall be provided.

b. In addition to the centrally hung video display board, Developer is to provide LED ‘ribbon video displays’ that face into the seating bowl from the front of seating tiers. Any access points into the seating bowl through vomitories are to include digital signage on the bowl facing vertical surface. A pixel pitch of less than 3/8 inches shall be provided.

1.5 BACK OF HOUSE VENUE OPERATIONS AREAS

1.5.1 Overview

a. Back of house facilities are areas that are utilized by those working within the venue but require privacy and segregation from the public. These facilities shall be developed to support all operational scenarios and offer flexibility to host a wide range of events typical to the building type.

b. Back of house venue operations areas shall include:
   i. office space for 15 permanent venue staff;
   ii. administration and management offices;
   iii. staff break room;
   iv. event staff facilities;
   v. event control / venue control facilities;
   vi. security rooms;
   vii. staff sanitary facilities; and
viii. loading dock, service yard.

1.5.2 Operational Areas

a. Adjacent to the arena event floor there shall be an internal service yard and an associated accommodation providing additional service areas such as storage and waste disposal. A minimum area of 28,000 ft² is required.

b. The service yard should be located at the rear of the proposed stage end of the event floor, which shall be fully enclosed with secure access. Storage shall be provided for the following items:
   i. an NHL regulation removable white fiberglass wall which shall extend not less than forty inches (40") and not more than forty-eight inches (48") above the level of the ice surface. The ideal height of the boards above the ice surface shall be forty-two inches (42"). Affixed to the boards and extending vertically shall be approved safety glass extending eight feet (8') above the boards at each end of the rink and not less than five feet (5') along both sides of the rink.¹
   ii. basketball flooring and two (2) basketball goals;
   iii. ice making equipment;
   iv. Zamboni parking and storage, which requires a minimum area of 20 feet wide and 20 feet long and 10 feet high and support loads of more than 12,000 lbs. per vehicle; and
   v. occasional use furniture.

c. A loading access area, with a minimum of 3 unloading bays for articulated vehicles, is to be positioned and designed so that it provides level and direct access to the New Arena floor, enabling large articulated vehicles to be driven (including reversing) on to the New Arena floor from the external loading bay;

d. All main access points to the New Arena and ancillary storage areas shall permit the free movement of plant to be used to transport equipment to all operational areas of the venue.

e. The following shall be included within the operational area:
   i. minimum 18 ft clear height for the loading dock;
   ii. additional space for two compactors, these shall be required adequate clearances for loading and unloading.
   iii. additional space for two performer tour coaches;
   iv. power points for each of the tour coach parking spaces;
   v. sufficient space for bin storage / recycling areas;
   vi. space for storage and charging of fork lifts and pallet trucks; and
   vii. additional storage space to support food & beverage storage/ deliveries and event equipment storage.

¹ Detailed boards requirements are provided at http://www.nhl.com/ice/page.htm?id=24935.
f. A ground anchor system shall be provided to permit the erection of temporary structures at loading area to support events that may require such structures, such as the Stock Show.

g. Suitable protection is required within the base build to protect the walls and structure within the service yard from damage by vehicles, e.g. barriers, collapsible barriers, general traffic calming measures and appropriate directional and instructive signage.

h. Additional external space shall be provided around the New Arena, which may be shared with the Expo Hall, to host a public plaza, truck, and storage for at least 10 trailers during major rodeo events, together with all related access and egress routes. The truck and trailer storage area shall accommodate vehicles of Class 8 (as defined by the Federal Highway Administration).

i. Developer shall develop a plan and procedure for any on-site tour bus parking that cannot be accommodated within the loading bay. During WSSA Events any parking required in addition to the space available at the New Arena will be provided on the NWC Campus.

1.5.3 Main Kitchen

a. The New Arena is to include a main kitchen to provide the food and hospitality service throughout the building. This is to be positioned to allow efficient and simple delivery and good management and shall include the following areas:

   i. goods delivery;
   ii. hot and cold food preparation areas;
   iii. cold/freezer storage spaces;
   iv. dry goods storage;
   v. concession supplies storage areas; and
   vi. kitchen/hospitality management offices, staff uniform storage and distribution facilities, changing areas including washrooms and lockers.

b. Where possible the operational and back of house areas may be shared between the New Arena and the Expo Hall.

1.5.4 Strategic Adjacency Diagram

a. Figure 5-1 provides the requirements for the configuration of the accommodation contained within the overall building footprint.
1.5.5 Back of House Event Operations Areas

1.5.5.1 Performers / Athlete Facilities

a. These facilities shall be contained within a controlled zone, accessed directly from dedicated entrances and parking areas. This area shall include a minimum of:

i. two (2) furnished ‘Star’ dressing rooms with en-suite restroom/shower facilities;

ii. three (3) dressing rooms with en-suite restroom/shower facilities, which are to double as officials changing rooms for sports events;

iii. four(4) sports team locker/changing rooms for a minimum of 16 users each with en-suite communal showers (10 showers in each dressing room) and other restroom facilities which are to be ‘paired’ with lockable pass doors between each pair of locker/changing rooms to allow flexibility; and

iv. a green room / production office with desks and soft seating.

b. Performers’ areas / athlete facilities shall at a minimum have painted concrete masonry unit wall finishes, vinyl or carpet covered concrete floors and suspended ceilings and all furniture required to support its intended use (i.e. seating, lockers, etc).

c. Suspended gypsum board ceilings shall be provided in the restrooms and the floors shall have a non-slip vinyl finish with vinyl base boards.

1.5.5.2 Animal Support Facilities

a. During the Stock Show operational scenario, an area is needed for temporary animal penning and access. These functions may be shared with the Expo Hall. These areas shall be indoor, well ventilated and at the same level as the field of play. Within this space there shall be:
i. fifteen (15) 30 ft x 20 ft cattle pens;
ii. one hundred and sixty (160) 10 ft x 10 ft horse stalls;
iii. washing facilities for animals;
iv. washing facilities for Stock Show participants; and
v. crew facilities including office space, catering area, laundry room, and pyrotechnics store.

b. The New Arena Animal Movements report contained in the Reference Documents contains additional information regarding the temporary animal pens required during the Stock Show.
c. Developer shall ensure the New Arena has safe and segregated routes through the building for animals during the Stock Show. These routes are to be maintained for the duration of the event preparation, delivery, and disassembly. All segregation systems (barriers, handrails etc.) to achieve this segregation are to be provided by the Developer.

1.6 FACADE ENGINEERING
a. The exterior envelope of the New Arena is to be designed to respond to Denver environmental conditions, security requirements, and relevant material properties guidance or best practice. All façade systems shall be integrated with technical requirements of items such as cleaning systems, feature lighting, CCTV, and public address systems. The specific responses to these conditions shall be managed by Developer to ensure the safe installation, maintenance, replacement, and removal of all elements throughout the building’s design life.
b. The facade design will have a significant impact on the measurable sustainability of the building fabric; therefore, Developer shall consider in its design process how façade design contributes to the required LEED Gold Certification.

1.7 LANDSCAPE AND PUBLIC REALM DESIGN
a. The public realm areas around the facilities shall reflect the need for the site to change in use between the operational modes.
b. Landscaping shall comply with the requirements of Section 19.

1.8 OPERATIONAL LOGISTICS
a. The design of the New Arena shall include a strategy for the expected daily delivery and servicing requirements for the New Arena in its different operational scenarios, which shall be coordinated with other similar daily requirements on the Site.
b. The logistics strategy shall form the design basis for the separate buildings and facilities. This strategy shall demonstrate logical, efficient, and secure facilities for the operation of the New Arena in all modes.
c. The design shall demonstrate scalability to ensure equipment required during the Stock Show can be removed without affecting the operability of the venue.
d. Food and beverage operations within the New Arena will have a major impact on the design of the building, therefore the design process shall develop appropriate strategies to define requirements for delivery, preparation, and serving of food to ensure the New Arena provides efficient operations.
1.9 MAINTENANCE AND ACCESS

a. The design shall demonstrate that the New Arena provides safe, economical, and efficient maintenance opportunities for the removal, cleaning and replacement of building elements throughout the design life of the building.

b. Where building components require periodic inspection and cleaning, the design shall demonstrate access routes, equipment and any personnel training that is required to achieve inspection and cleaning in a safe and timely manner to maximize efficiency and design life.

1.10 CROWD MODELLING

a. The New Arena will experience peaks of spectator and visitor access, circulation, and egress. The Developer shall demonstrate through Computational Fluid Dynamic modelling best practice for ingress and egress for all operational modes of the New Arena and submit such modeling to the City for approval.

b. These models shall demonstrate the comfort and safety of visitors, along with defining areas for queuing, security control, and any delays caused by operational overlay related to major events to assess ingress and egress to ensure safety can be achieved to deliver an amazing fan experience.

c. Ingress patterns shall demonstrate safe and efficient passage of attendees into the New Arena prior to an event. Exit patterns shall be demonstrated for normal and emergency exit modes.

1.11 INTERIOR

a. The interior character of the New Arena shall maximize visual interest through the incorporation of distinctive architectural elements.

b. The New Arena design shall minimize interior structural columns.

1.11.2 Interior Partitions/Walls (including the interior of exterior walls)

a. In back of house and circulation areas, Developer shall provide concrete (CIP or precast panels) or concrete block to 8 feet high minimum with metal stud and gypsum board to structure, all finished and painted.

b. In the lobby/common area, Developer shall provide metal studs at 16 inch intervals on center, with 5/8 inch gypsum board, all finished and painted.

c. In offices, Developer shall provide metal studs at 16 inch intervals on center, with 5/8 inch gypsum board throughout. If offices are built within circulation areas, protective corners and wainscot bumpers shall be applied to gypsum board walls facing these areas.

d. Developer shall provide acoustic insulation in walls surrounding mechanical and electrical rooms, ductwork/piping chases, private offices, and conference rooms.

e. Developer shall provide insulation in exterior wall framing/furring (as applicable for offices, restrooms, conference rooms, etc.) to enhance the R-Value of concrete, concrete masonry unit, and or metal-sided exterior wall assemblies.

f. Developer shall provide interior partitions/walls (including the interior of exterior walls).

1.11.3 Stairs / Stairwells

a. Developer shall provide at a minimum:
1.11.4 Elevators and Escalators

a. Developer shall provide at a minimum:
   i. four (4) 3,000 lb. passenger 2-stop elevators connecting the New Arena first floor level to the concourse level;
   ii. two (2) 3,000 lb. passenger 2-stop elevators connecting the New Arena first floor level to the club and suite areas;
   iii. two (2) class B freight 2-stop elevator connecting the New Arena first floor level to the concourse level, the freight service elevator shall be capable of carrying a pick-up truck sized vehicle, housekeeping equipment and floor cleaning machines; and
   iv. four (4) single rise (18'-20') reversible escalators connecting the New Arena first floor level to the concourse level.

b. Developer shall provide elevators and escalators that facilitate vertical circulation to all upper level concourses and/or mezzanines, depending upon adjacencies of building components. If mezzanines are used in the New Arena, additional vertical circulation considerations will be required.

1.11.5 Interior Finishes

a. The City shall have final approval for all color combinations and finishes.

b. Finished ceilings shall be limited to areas such as offices, meeting rooms, break rooms, restrooms, and small rooms where a high structural ceiling is unattractive.

c. High ceiling finishes shall generally be painted along with all structure, utility distribution piping, ductwork, and devices.

d. The buildings shall be constructed with non-combustible materials.

e. During design Developer shall develop the selection of finish type, sizes, etc. for:
   i. wall tile;
   ii. floor tile;
   iii. carpet tile;
   iv. concrete floor finishes;
   v. acoustic ceiling tile; and
   vi. paint,

   in accordance with this Section 1.11.5, and submit the same to the City for its approval.

f. The minimum requirements for the interior finishes for floors, walls and ceilings are set out in the table below.

<table>
<thead>
<tr>
<th>Area</th>
<th>Floors</th>
<th>Walls</th>
<th>Ceilings</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Arena hall</td>
<td>Sealed concrete with smooth finish, with walk off mats provided</td>
<td>Painted gypsum board or concrete masonry unit.</td>
<td>Acoustic ceiling tiles.</td>
</tr>
</tbody>
</table>
The minimum requirements for other interior finishes are set out in the table below.

<table>
<thead>
<tr>
<th>Area</th>
<th>Floors</th>
<th>Walls</th>
<th>Ceilings</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii. Offices / meeting rooms / conference rooms</td>
<td>Carpet tile or broadloom with straight rubber base.</td>
<td>Painted gypsum board or concrete masonry unit.</td>
<td>Acoustic ceiling tiles.</td>
</tr>
<tr>
<td>ii. Back of house areas</td>
<td>Sealed concrete, with walk off mats provided at entries to office areas; no wall base.</td>
<td>Washable painted concrete, concrete masonry unit, or water-resistant gypsum board, with wall protection (bumpers) provided</td>
<td>Painted single color, including structure, deck, and all exposed wiring, service conduits, piping, ductwork, etc.</td>
</tr>
<tr>
<td>ii. Concessions / pantries / break rooms</td>
<td>Sealed concrete; no wall base.</td>
<td>Washable painted concrete, concrete masonry unit, or water-resistant gypsum board.</td>
<td>Exposed structure, painted single color, including structure, deck, and all exposed wiring, service conduits, piping, ductwork, etc. Use of salvaged yard materials hug to create false ceiling plane encouraged.</td>
</tr>
<tr>
<td>ii. Elevator</td>
<td>Tile with tile base to match lobby.</td>
<td>Interior finishes of the passenger/service elevator are to be durable and comply with ADA guidelines.</td>
<td></td>
</tr>
<tr>
<td>ii. Restrooms</td>
<td>Tile with tile base.</td>
<td>6’ high tile on water resistant gypsum board on wet walls; painted above to ceiling. Painted water-resistant gypsum board on other walls.</td>
<td>Acoustic ceiling tiles.</td>
</tr>
<tr>
<td>ii. Storage rooms and janitor closets</td>
<td>Epoxy painted concrete</td>
<td>Epoxy painted concrete masonry unit or water-resistant gypsum board.</td>
<td>Epoxy painted water-resistant gypsum board.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Finish</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Millwork</td>
<td>Developer shall provide, at a minimum, cabinets, counters, shelving and cupboards generally to be</td>
</tr>
<tr>
<td>Finish</td>
<td>Requirement</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
</tr>
</tbody>
</table>
| ii. Doors, frames and hardware | At a minimum, Developer shall provide:  
A. regular doors – 18-gauge hollow metal doors in 16-gauge pressed steel framed throughout except stained hardwood veneer solid core wood doors in the office areas;  
B. entry doors – energy efficient, glazed pre-finished aluminum doors with continuous hinges and automatic closers;  
C. overhead service doors – electrically operated and chain operated back-up 18-gauge galvanized steel slat type rolling door. Interior overhead doors (if any) to be un-insulated; exterior doors to be complete with insulated slats and weather stripping;  
D. coiling overhead grilles – concession counters to be fitted with a pre-finished aluminum rolling solid slat door. Height to be from counter to 8’-0” above finish floor. Grille coil within overhead space;  
E. hardware – heavy duty commercial/institutional grade hardware to suit the functional requirements of the building, based on ANSI series standards. Consideration made for campus wide hardware consistency and accommodations for security systems;  
F. panic devices and alarm capability fitted on all exit doors.  
All hardware to be ADA approved.  
All interior doors to have lever type hardware. |
| iii. Toilet partitions | At a minimum, Developer shall provide ceiling hung with factory applied painted metal finish. All hardware and fittings shall be stainless steel. |
| iv. Restroom accessories | At a minimum, Developer shall provide stainless steel construction for the mirrors, grab bars, shower accessories, soap dispensers, paper towel dispensers, waste paper units, and toilet paper dispensers. |
| v. Storage rooms and janitor closets | At a minimum, Developer shall provide mop sink, mop/broom holder and storage shelves. |
| vi. Metal lockers | At a minimum, Developer shall provide pre-finished steel lockers, 1’-0” wide and 1’-6” deep with sloping tops in 4-tier configuration at volunteer storage rooms and break rooms and expanded metal mesh fronts. |
| vii. Interior building graphics signage and wayfinding | Developer shall provide at a minimum:  
A. a complete graphics system throughout the facility shall clearly identify to occupants all entrances, exits, and service areas/levels; toilet facilities, and administrative and tenant offices; and  
B. individual signs shall be provided to each door throughout to identify all staff rooms, building services, storage and all mechanical and electrical rooms, |
<table>
<thead>
<tr>
<th>Finish</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>all graphics shall be meet applicable codes and regulations.</td>
</tr>
<tr>
<td>viii. Window accessories</td>
<td>Developer shall provide at a minimum: A. commercial grade blinds and other passive light-directing accessories to be applied to all exterior windows; and B. commercial grade blinds provided within individual offices with interior windows.</td>
</tr>
<tr>
<td>ix. Daylighting</td>
<td>Developer shall provide at a minimum: A. daylighting capability at the New Arena (with ability to provide blackout conditions or acceptable non-glare conditions at clerestories); and B. natural daylighting components (clerestories, solar tubes, reflectors, etc.) as needed to maximize daylighting opportunities.</td>
</tr>
<tr>
<td>x. Curtain track system</td>
<td>At a minimum, Developer shall provide, manually operated blackout curtain system complete with flameproof stage fabric curtain, galvanized steel track, curtain carriers, pulleys, and hardware to subdivide the arena bowls into a variety of sizes to suit the event. Similar but smaller system(s) shall be used at all vomitories and used to provide blackout conditions at the concourse level.</td>
</tr>
</tbody>
</table>

h. The additional requirements for other interior finishes are set out in the Area Data Sheets provided in Annex 15.1-A. If a conflict exists, the Area Data Sheets take precedent.

1.11.6 Arena Seating

a. Developer shall provide at a minimum:
   i. Arena Bowl Fixed Seating: One-piece molded polyethylene seat and back with recessed aluminum seat number plates with cup holders. All seats to have automatic tilt-up mechanism. Support standards to be pre-painted aluminum, cast iron or steel for riser mounting complete with armrests. Aisle standards to be complete with aisle numbers.
   ii. Lower Bowl Seating: Telescopic Seating Platform - aluminum or equivalent structure, molded polyethylene or equivalent decks, aisle steps and risers, non-skid surface to decks and steps. Folding chairs of molded polyethylene seats or equivalent to set upon telescoping platform. Removable aluminum railings at steps, around portals and at discontinuous ends. Moveable platforms shall operate on the telescoping principle with the base supports rolling on 4” diameter rubber wheels, capable of extending to varying dimensions to accommodate multiple sized performance bowls and floors. When closed (stored) the front of the unit shall present a vertical structure. When open each row shall automatically and positively lock in relation to the adjacent rows as the telescoping platforms are opened.
   iii. Suite and Club Fixed Seating: Padded seat and back with aluminum number plates on seat with cup holders. All seats to have automatic tilt-up mechanism. Support standards to be pre-painted cast iron or steel for riser mounting complete with armrests. Aisle standards to be complete with aisle numbers.
1.11.7 Acoustic Treatment

a. The design shall balance the desire for an active and lively acoustic environment within the seating bowl with the technical requirements of the public address/voice alarm system.

b. The design shall demonstrate that the installed sound system achieves the required audibility and intelligibility to ensure crowd safety in all operational scenarios, considering the diverse event profile likely to be accommodated.

c. The effect of noise ingress and outbreak from the New Arena during all its operational modes and shall include mitigation for any issues that could affect adjacent properties.

d. The design shall consider acoustic requirements and treatments throughout the facilities. The systems in place shall be modular and partially removable without requiring complete system re-installation.

e. Acoustic treatments (baffles, hanging panels, wall panels, materials, finishes, etc.) shall be used in the arenas to provide acceptable levels of ambient noise control and minimize reverberation time.

1.11.8 Furniture Fittings and Equipment

The building, public realm, service areas and infrastructure are to include all elements of FF&E and consumables that are required to host staff and visitors in all operational modes. The final area-by-area list of these will be submitted by the Developer in the form of an FF&E Asset Register.

1.12 STRUCTURAL

a. Developer shall, at a minimum, provide structural roof framing and enclosure system to accommodate photovoltaic panels, green roof application, and other roof top uses.

b. Developer shall design the roof pursuant to the green roof requirements in Section 19.

1.13 MECHANICAL

1.13.1 General Requirements

a. The mechanical systems shall provide year-round control of temperature, humidity, air circulation, ventilation, and air cleaning to the degree required to ensure the safe and efficient use of space by occupants, animals, and equipment.

b. The design shall comply with Good Industry Practice as reflected in the latest issue of the American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) handbooks and the National Institute for Occupational Safety and Health (NIOSH) criteria.

c. The design shall provide a complete mechanical, plumbing and fire protection design for the facility in accordance with the issuance of site-specific program requirements.

d. Developer shall provide positive air pressure for the office space in areas adjacent to the arena areas.

1.13.2 Design Calculations, Computer Modelling and Simulation Detailed

a. Cooling load/heating load calculations shall be undertaken to determine maximum cooling load/heating load, and profiles of cooling load/heating load considering of the heat transfer through structural components (i.e. curtain or external walls, glass windows, floors, ceilings and roofs), infiltration and ventilation, and the occupancy, population, type of activities, ventilation requirement, etc.
b. The maximum calculated cooling and heating loads shall be used to determine the size of the cooling and heating equipment. The number of systems and equipment selected shall be determined in a way to achieve optimum operating efficiency of the mechanical systems. The New Arena ventilation systems shall be designed to function with positive pressure conditions to minimize uncontrolled infiltration and associated dirt/dust ingress.

c. Modelling standards are to be proposed by Developer at the outset of the design process.

1.13.3 Heating Ventilation and Air Conditioning (HVAC)

a. Developer shall design inside conditions for spaces in accordance with the Area Data Sheets provided in Annex 15.1-A.

b. HVAC controls shall be 100% native BACnet and shall control the building automation system, lighting control system, provide for graphic user interface, be capable of self-commissioning and provide printable results. The system shall be capable of maintaining a space temperature of plus or minus 2 degrees from set point.

c. A distributed logic control system complete with all software and hardware functions shall be provided and installed. This system is to control all mechanical equipment, including all unitary equipment such as VAV boxes, heat pumps, fan-coils, AC units, etc., and all air handlers, boilers, chillers, and any other listed equipment using native BACnet-compliant components. Non-BACnet-compliant or proprietary equipment or systems (including gateways) shall not be acceptable and are specifically prohibited.

d. The Building Automation System shall connect to the lighting control system using BACnet.

e. BACnet IP is the preferred integration method.

1.14 PLUMBING

a. Developer shall confirm availability of adequate municipal water service pressure. If water pressure is not sufficient to meet the water supply system requirements, Developer shall provide a triplex booster pump package with each pump sized for 50 percent of calculated peak demand.

b. Chemical analysis and water treatment (if required) shall be provided to ensure compliance with Project Standards.

c. The potable water distribution system shall be provided with backflow preventers as required in the Project Standards to protect against the back flow of water or other liquids from all sources.

d. The New Arena shall be designed with dual piping to permit the use of reclaimed water for toilet flushing and to serve cooling towers, vehicle washing, green roof irrigation, or other permissible uses.

e. The New Arena shall be provided with hose bibbs at every 50 feet around the perimeter of the exterior. Exterior hose bibbs shall be non-freeze type and shall be protected from physical damage as required. Developer shall provide exterior rooftop hose bibbs within 25 feet of rooftop mounted HVAC equipment (if applicable).

f. High efficient type water heaters shall be located near the area served but may also be wall-mounted in custodial closets to increase usable floor area. Long hot water runs and hot water re-circulation systems shall be avoided to the extent possible. Hot water re-circulation systems shall not be used for pipe runs shorter than 50 ft. Point-of-use electric water heaters shall be used for lavatories and hand sinks located away from...
the domestic hot water mains in the building, if an evaluation shows that they are equal to or more efficient than using a hot water recirculation system. Developer shall use electric tank type or tankless water heaters, unless proven more economical to use gas fired type water heaters for the facility.

g. The requirements for water fixture types are as follows:

<table>
<thead>
<tr>
<th>Finish</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Water closets</td>
<td>Developer shall provide white vitreous china office and industrial type with elongated bowl, exposed large diaphragm top supply flush-o-meter with side oscillating handle, siphon jet wall outlet, wall hung on heavy-duty chair carrier, and white open front molded plastic seat.</td>
</tr>
<tr>
<td>ii. Urinals</td>
<td>Developer shall provide white vitreous china, bowl type with integral flush distribution, wall hung with integral trap and extended shields, blowout or siphon jet flushing action, large exposed diaphragm handle operated flush-o-meter</td>
</tr>
<tr>
<td>iii. Lavatories</td>
<td>Developer shall provide white vitreous china straight back with single center set compression faucets, strainer drain, angle stops, complete with adjustable type P-trap with separate long tube to wall.</td>
</tr>
<tr>
<td>iv. Mop sinks</td>
<td>In custodial closets and custodial storage, Developer shall provide floor receptor type sinks, complete with faucet.</td>
</tr>
</tbody>
</table>

h. The following water efficiency standards are required unless more restrictive values are required by code or LEED Protocol:

i. maximum water use allowed for a lavatory is 0.8 gal/min;

ii. maximum water use for breakroom/kitchen faucets and showerheads is 1.5 gal/min; and

iii. maximum water use allowed in gallons per flush for any water closets is 1.0 gal/flush and urinals is 0.25 gal/flush.

1.15 FIRE PROTECTION

1.15.1 Fire Alarm/Protection

a. Developer shall provide fully sprinklered, wet pipe system as required by NFPA code. Fire extinguishers and cabinets shall be provided as required by code.

b. Developer shall provide sprinkler systems where required by local code. Sprinkler systems shall be designed in accordance with NFPA 13, Installation of sprinkler systems, shall be carried out using the hydraulic method for pipe sizing. Non-potable water may be selected as water source if available and permitted by local jurisdiction.

c. Dry systems shall be used for any area where freezing temperatures could occur.

d. Standpipe systems shall be designed to meet local code requirements and NFPA 14 (Standards for the Installation of Standpipe and Hose Systems).

e. Smoke detectors shall be installed in air handling systems, in accordance with NFPA 90A, and local codes, Installation of air conditioning and ventilating systems, to automatically shut down the fan for that system and to indicate an alarm at the facility fire alarm panel. For air handling systems not specifically included under NFPA 90A, smoke detectors shall be provided as required by the local code.

f. Sprinkler flow alarms, smoke detectors, heat detectors and other detection devices shall be provided in accordance with NFPA and local codes.
1.15.2 Fire Alarm System
   a. Audible alarms shall be provided by the Developer and shall be distinctly audible in all areas of the facility. Strobe type visual alarms shall be visible in all habitable areas of the facility, including but not limited to locker rooms, lounge areas, toilet rooms, lunch rooms and vending machine areas. Special tactile alarm devices shall be installed as required by the Project Standards.
   b. Visual and audible evacuation alarms shall be installed by the Developer in all facilities as required by the Project Standards. The alarms shall be automatically activated when the fire alarm panel is not constantly attended. In facilities not continuously occupied, alarm signals shall be automatically transmitted to local fire departments or central station supervisory services, unless this is not permitted by the local authority.
   c. Fire alarm pull station boxes shall be red and may be either the break-glass type or open door, pull-lever type. The Developer shall provide suitable protection and markings where required. Alarm boxes shall be located so that the travel distance to the nearest fire alarm box shall not exceed 200 ft. measured horizontally on the same floor along the routes of egress (where applicable). Fire alarm wiring shall be routed as required by the Project Standards.

1.16 ELECTRICAL

1.16.1 General
   a. The electrical design shall be complete and shall cover all phases of the project. Information related to the adequacy, dependability, number, characteristics and regulation of the supply lines, recommended interrupting capacity of main fuses or circuit breakers total connected load and estimated demand shall be furnished with the design.
   b. Electrical service shall include 20% future spare capacity to allow for expansion without significant interruptions to ongoing operations.

1.16.2 Power Service
   a. Design for distribution systems shall include all computations for transformer capacities, interrupting capacity of substation secondary breakers and calculations for sizing the primary and secondary feeders, including voltage drop.
   b. Incoming electrical service shall consist of the incoming power supply line(s), transformer(s), when required, meter and fused main disconnect switch(es), or main circuit breaker(s).

1.16.3 Uninterrupted Power Supply
   a. Developer shall provide uninterrupted power supply in the New Arena to ensure that any anomaly (dips, surges etc.) on the respective power network (grid or generator) has no influence on New Arena floor.
   b. Uninterrupted power supply systems are also to be provided for IT and appropriate life safety systems associated to each building. The uninterrupted power supply systems shall be designed in accordance with Good Industry Practice.

1.16.4 Photovoltaic Service
   a. Developer shall make accommodation for rooftop mounted photovoltaic power generation source. Developer shall provide interconnection with public utility service in the main electrical room.
1.16.5 **Power Distribution**

a. The Developer shall provide and maintain a clear floor space dimension in front of electrical panelboards and equipment as required by the National Electric Code.

b. Panelboards shall be sized such that all demand and diversity factors allowed by code and local authority shall be applied to load determination calculations and shall include twenty percent spare capacity. Space for one spare breaker of each type used in panelboard shall be provided in each panelboard.

c. The Developer shall locate weatherproof, vandal-resistant, and lockable panelboards around the perimeter of the New Arena to provide subpanel locations to distribute outdoor power as required.

d. Building equipment motors shall be controlled and protected by combination circuit breaker type motor starters installed in motor control centers, except when design and economic considerations dictate the use of individual motor starters. Control voltages shall not exceed 120 volt to ground. Three-phase running overcurrent protection shall be provided and each starter shall be supplied with a hands-off-automatic (HOA) switch. Twenty percent spare feeder capacity and starter space for load growth shall be provided in the motor control center. Motors shall be high efficiency type.

e. Electrical metallic tubing conduit shall only be installed in dry interior spaces. Electrical metallic tubing shall not be installed below grade in areas subject to severe corrosive conditions or embedded in concrete. Rigid galvanized steel conduit shall be installed for conduit elbows, conduits turning up through the building slab and all exposed conduits less than 8 ft. above finished floor. Conduits encased in concrete ductbank shall be PVC with a minimum 3-inch concrete coverage. All direct buried conduits shall be PVC or rigid galvanized steel. Developer shall provide a concrete cover for PVC conduits running below vehicle traffic areas.

f. The minimum size of wire for power and lighting shall be #12 AWG. Conductors shall be copper, except for conductors #1/0 and larger, which shall be AA-8000 series electrical aluminum alloy aluminum if properly designed and installed. The design shall be based on the ampacity of copper conductors. All underground wiring shall be installed in PVC or rigid galvanized steel conduit. All exterior underground conduit shall be a minimum of one inch, buried at a depth of not less than 2 ft. below grade. Developer shall provide a concrete cover for PVC conduits running below vehicle traffic areas. Conduits or ducts terminating below grade shall be sealed to prevent entry of dirt or moisture.

g. Developer shall provide NEMA specification grade, 2-pole, 3-wire, 20-A, 125 Volt, duplex grounding type outlets with nonconductive faceplates at 18 in. above finished floor.

1.16.6 **Lighting**

a. The NWC Campus is implementing energy conservation standards to minimize the operating cost for each facility. Lighting currently represents a large percentage of the utility costs. The approach that should be taken by Developer is one that meets the footcandle requirements using fixtures for the lowest life-cycle cost (i.e., energy efficient “LED” type).

b. All Lighting shall interface with the Building Automation System and be fully controllable by a BACnet system.

c. The New Arena lighting design shall include:
i. lighting equipment and mounting details to ensure shadow free, flicker free, and glare-free environment for the players, officials and media. Special attention shall be given to lighting in both horizontal and vertical measurements;

ii. flexibility in the lighting system to cater to all other proposed venue uses;

iii. areas for follow spots incorporated into the permanent structure of the building to reduce event overlay requirements; and

iv. luminaries, where practically possible, made from recyclable materials.

d. The lighting system design shall include all computations for determining the lighting levels in the building. This is to include the types of fixtures and lighting controls used, the light distribution/photometrics, and the mounting heights. Daylighting (skylights, clerestories, solar tubes, etc.) should be implemented as practicable as possible.

e. All buildings shall utilize automatic control devices and be interfaced to the Building Automation System to turn on and off lighting in all spaces without occupant intervention, with the timing of shut off to be determined by the use and occupancy of the space and time of day.

f. 3-way switches and occupancy sensors shall be provided to control lighting in large spaces with multiple entrances, such as mechanical/electrical rooms, arenas, etc.

g. All fixtures shall be furnished complete with suitable pendants, canopies, cover, ceiling roundels, opening flanges, hangers, plaster rings or frames if recessed, necessary rubber cords, chains, and all other accessories required for proper installation.

h. Outdoor architectural lighting shall be integrated into the design and is expected to be used as part of the way finding system, to illuminate any public art, to provide lighting behind vertical passive shading screens on buildings, for lighting trees and plants, water features, under seating lighting and any other feature lighting. Wherever possible, LEDs shall be utilized for outdoor architectural lighting as the light source of choice.

i. The office area depends heavily on the proper application and intensity of lighting. The Developer shall provide proper levels of lighting to establish the distinction between areas, and accent special elements with downlights, wall washers, cove lights, and under cabinet lights.

j. The Developer shall provide good quality light to enable occupants to carry out visual tasks effectively and comfortably using lights as specified (do not substitute light fixture, lamp, or ballast types, although alternate sources may be considered).

k. Sufficient lighting (minimum of one (1) footcandle) is required to stay on 24 hours a day in the office areas to allow the CCTV system to function properly.

l. Switches for lobby lighting shall be located in employee areas or key switches shall be used. Light switches shall be clearly arranged and circuited to allow zone control of lights.

m. Exit signs shall be provided to mark locations of exits and exit routes as required to meet code. Signs shall be energy efficient “LED” type have maintenance-free battery back-up, if applicable, and meet the minimum requirements for brightness and distribution.

n. Emergency lighting shall be provided to comply with National Fire Protection Association 101 Life Safety Code. Lighting shall be circuited so that the standby lighting system in an area is energized when the power to the lighting in that area fails.
o. Since the standard for lighting in all NWC Campus facilities are LEDs, the emergency lighting shall be LEDs with battery backup fully integrated into the overall lighting system design.

p. A minimum of one emergency light shall be located at the main service panelboard.

q. The Developers shall provide an average of one (1) footcandle to illuminate designated routes of egress per NFPA 101.

r. Emergency lights shall have manual push test switches.

s. The following parameters for footcandle levels shall be met in the selection of lighting fixtures to ensure quality of materials, ease of maintenance and good performance:

<table>
<thead>
<tr>
<th>Area</th>
<th>Footcandle Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Offices</td>
<td>30</td>
</tr>
<tr>
<td>ii. Conference rooms</td>
<td>30</td>
</tr>
<tr>
<td>iii. Hallways</td>
<td>20</td>
</tr>
<tr>
<td>iv. Open arena areas</td>
<td>25</td>
</tr>
<tr>
<td>v. Vestibules</td>
<td>20</td>
</tr>
<tr>
<td>vi. Lobbies</td>
<td>30</td>
</tr>
<tr>
<td>vii. Janitor’s closets, storage rooms</td>
<td>20</td>
</tr>
<tr>
<td>viii. Mechanical rooms, electrical rooms</td>
<td>20</td>
</tr>
<tr>
<td>ix. Break rooms</td>
<td>30</td>
</tr>
<tr>
<td>x. Restrooms</td>
<td>20</td>
</tr>
</tbody>
</table>

t. The lighting system shall be coordinated with latest building and site security requirements to prevent unauthorized entry or exit and to assist in maintaining acceptable levels of facility protection.

u. Conductors shall be located underground to minimize the possibility of sabotage or vandalism.

v. The design of the lighting system shall provide for simplicity and economy in system maintenance and require a minimum of shutdowns for routine repairs, cleaning and lamp replacement.

w. All breakers or switches for security lighting circuits shall have locking devices, or be located in a locked room, to prevent operation by unauthorized personnel.

x. All electrical runs and connections to signs shall be concealed. Signs shall be placed on a photocell/time clock system.

y. Lightning protection shall be designed to NFPA 780 Standard for the Installation of Lightning Protection Systems, latest edition.

1.17 ENERGY CONSERVATION

a. Cooling equipment, heating equipment and domestic water heaters shall carry the Energy Star label.

b. Developer shall:
   i. provide systems that avoid reheating and/or re-cooling for humidity control;
   ii. provide automatic controls to de-energize heating, cooling, and fan equipment when not needed;
iii. provide heat pumps in lieu of resistance heat;
iv. provide the most efficient heating and cooling systems available considering the building operation and local weather conditions, e.g., evaporative cooling or precooling systems in dry weather conditions;
v. consider air-air heat exchangers or heat wheels for preheating or pre-cooling ventilation air requirements;
vi. consider energy recovery ventilators to reduce the cost of outside air; and
vii. consider renewable energy systems.

1.18 COMMUNICATIONS

a. The building’s communications system consists of voice and data telecommunications, paging and intercommunications, and public-address systems. The following is a brief description of the communications systems, services, and hardware that use structured cable systems. Developer shall provide connectivity to other facilities on the NWC Campus, both indoor and outdoor spaces.

b. Developer shall provide the following basic communications services:
   i. voice grade services, such as basic telephony, facsimile, and internet access;
   ii. digital data services such as Integrated Services Digital Network (ISDN);
   iii. local area network (LAN) services such as on-line information processing, batch information transfer, file storage and sharing, Voice over Internet Protocol (VoIP) electronic-mail, and shared printing. LAN hardware supported by this cabling infrastructure includes personal computers and printers; and
   iv. WI-FI and WI-FI signal reinforcement throughout all facilities.

c. Developer shall coordinate with the local telephone service provider to establish the point of incoming copper or fiber optic service. Communications service providers, including the telephone company(s) and cable TV company(s), shall service the facility by extending their network cable running along the adjacent roadways into the building.

d. In order to connect to these networks, Developer is responsible for providing the primary communications service entrance in the telecommunications equipment room which shall consist of, at a minimum, two 4 in. conduit runs from the room to the property line/service main manhole/hand hole or vault. Conduits with pull wires shall be provided for empty conduits. Conduit(s) shall be run below slab and stubbed up into the building with rigid metal conduit. All unused conduit shall be capped and sealed to prevent water from entering the building.

e. Communications service shall not share service entrance with electrical service provider. All aspects of this pathway requirement shall be coordinated by Developer with the service providers at the onset of the project to ensure that conduit run distances and conduit bend constraints imposed by the service providers are properly met. Communications conduits shall not run parallel to power conduits unless minimum distance separation or other shielding requirements are met per Building Industry Consulting Service International’s (BICSI) current telecommunications distribution Methods. Proper termination, grounding, and electrical protection of all building entrance cables shall be provided per National Electrical Safety Code and all local codes governing electrical and fire safety.

f. The telecommunication equipment room(s) serves as the point of demarcation for incoming communications services and the interface point between the incoming
service and the structured cabling system. Within the equipment room, space shall be provided for incoming service equipment and LAN equipment. Equipment installed in this room shall be in a wall mounted equipment rack. All voice and data backbone cables shall terminate in this room.

g. Cable distribution pathways shall be designed to provide the capacity and capability to properly install telecommunications cables during construction as well as in the future.

h. All cable pathway routes shall be overhead. All cable pathway routes shall be coordinated with other building services (electrical, mechanical, plumbing, etc.) to assure proper clearances and accessibility. The cable pathway routes shall be coordinated with the electrical distribution system. Where electrical and telecommunications cabling cross, it shall be at right angles only. Long runs of telecommunications cable in close proximity to parallel runs of electrical power cable shall be avoided. A minimum one-foot separation between power and communications cables when running in parallel shall be maintained, unless both power and communications cables are in conduit.

i. Telecommunications horizontal cabling shall be distributed in conduit, in cable trays separated from all other low voltage cabling. Cable tray and/or conduit shall be used in any area where the cabling system is exposed, and a suspended ceiling system is not present.

j. Cabling shall be supported by elements of the building structure, and not simply tied to conduit.

k. Where cables pass through partitions and walls, conduit sleeves shall be provided in the wall to allow the cables to pass. Conduit sleeves in fire rated partitions and walls shall be properly fire-stopped.

l. Developer shall connect to the NWC Campus’ sitewide sound and public-address system.

m. The sound system shall consist of the main system to serve shows, competitions, public meetings, small concerts, theatrical performances, and trade shows; with a separate system to serve the hearing impaired.

n. The main sound system shall be either a central cluster system or distributed speakers throughout the arenas. The equipment shall be located in a central control room at the event level or concourse level and should be capable of being used by someone with minimal training. The system should include equipment racks, mixers, equalizers, amplifiers, speakers, transformers, microphones, wireless microphones and a tuner.

o. The hearing-impaired system shall be an FM loop system capable of serving any seat in the arena.

1.19 SECURITY

a. The principal aim of security is to ensure that no opportunity is provided to compromise the security of the New Arena by the concealment of weapons or devices that could be retrieved or activated during the event operations.

b. Drawing on global best practice and Crime Prevention Through Environmental Design (CPTED) principles, security shall be embedded in the design process to:

i. design-out vulnerability;

ii. design-in features that support natural surveillance and resilience and to facilitate the mitigation of risks of a high order without committing prematurely to detailed solutions which may be overtaken in future years;
iii. ensure that spatial, functional and operational requirements of security stakeholders are identified and designed-in; and

iv. minimize the need for retrofitting of sub-optimal, unsightly and expensive physical security infrastructure.

c. Emerging security and screening technologies shall be monitored and evaluated throughout the design phase of the New Arena. The design shall enable the potential integration of innovative, state-of-the-art security technology.

d. Venue security design shall be based on current best practice applications of conventional security technology, while designing-in the ability to implement advanced security technologies at minimal additional cost and disruption.

e. Developer shall provide CCTV cameras located on the dock or in areas accessible 24 hours a day to the public shall be secured in vandal-resistant housings and all wiring shall be in a flexible armored conduit entering the housing. The mounts for these cameras shall be secured to prevent easy removal. They can also be installed in a deep ceiling with a wedge housing to maintain viewing angle. Dock or canopy cameras viewing doors shall view door opening (i.e., the non-hinged side of the doors).

f. Developer shall provide intrusion detection system in accordance with the other NWC Campus facilities. An intrusion detection system consists of a combination of security panel, key/fob/card pad, and motion sensors. All motion sensors shall be dual technology (passive infrared and microwave) sensors. A dedicated telephone line for the intrusion detection system shall be provided for the remote monitoring station and shall be located in a lockable room. A key/fob/card pad shall be provided at the designated entrance door to energize and de-energize the IDS.

1.20 INFORMATION AND COMMUNICATION TECHNOLOGY

a. The ICT network for the New Arena shall be designed as an integrated high speed and resilient converged network catering for the large number of information system and venue technology applications that are required to operate the facilities, including:

i. fixed and mobile telecoms networks;

ii. broadcast systems;

iii. audio visual technology;

iv. internet connectivity, including wireless systems;

v. security;

vi. emergency services systems; and

vii. catering and merchandise electronic point of sale systems.

b. The network shall allow the operation of all events within the facilities to be fully supported and give the operator and spectators high speed access to the internet throughout the different operational modes.

c. The New Arena design shall demonstrate how the facility shall continue to meet the demands of a rapidly changing market and harness future advances in technology while maintaining the required reliability, resilience and longevity of the system design. This shall include both horizontal and vertical distribution routes in all areas of both buildings.

d. Building services system designs that rely on integration with the IT infrastructure shall comply with the communication industry standards and best practice.
e. All cabling used in the New Arena shall be to the latest industry standard and shall be contained in dedicated containment with separation from power cabling. IT communications rooms, containing the IT equipment racks, shall be positioned around the facilities connected by a dedicated fiber backbone to accommodate a high-speed Ethernet.

f. Developer shall ensure fiber capacity is equal to or greater to the fiber design for Phases 1 & 2 Incorporated Elements.

1.21 SPECIALTY EQUIPMENT/PROVISIONS

a. Developer shall provide specialty equipment needed to host concerts, ice hockey matches, and basketball games, including, but not limited to:
   i. fixed concessions equipment (coiling overhead grilles, counters, sinks, exhaust hoods (if required), etc.)
   ii. portable stage(s) for high school graduation;
   iii. ice hockey dasher boards, glass, and safety netting;
   iv. two Zamboni machines;
   v. insulated subfloor ice covering;
   vi. basketball floor and basketball goals; and
   vii. artificial turf for indoor soccer / lacrosse.

b. Developer shall design the New Arena to provide storage for this specialty equipment when not in use.

1.22 COMMISSIONING

a. The basic purpose behind commissioning building systems is to confirm that the functionality of the new equipment meets the original design intent, operates efficiently, and demonstrates that all of the required features of the new system are functioning as specified in the design documents.

b. Commissioning shall be performed in accordance with Schedule 16.

c. Developer shall prepare an equipment/asset register with associated maintenance recommendations for review during commissioning. The register shall be included with the Operation and Maintenance Manuals at Occupancy Readiness for the New Arena.

d. Developer shall be responsible for providing assistance from their test and balance subcontractor, BAS controls subcontractor, mechanical subcontractor, etc. to confirm that the functionality of the new equipment meets the original design intent, operates efficiently, and demonstrates that all of the required features of the new system are functioning as specified in the design documents.

e. Developer shall be responsible for providing assistance from their mechanical, sheetmetal, plumbing, electrical, insulation, test, adjust and balance, controls, and elevator subcontractors to confirm that the functionality of the new equipment meets the original design intent, operates efficiently, and demonstrates that all of the required features of the new system are functioning as specified in the design documents.

f. The degree of commissioning that shall be required shall be specified by Developer’s designer and/or LEED Gold Protocol. The standard electrical commissioning requirements include switchgear, lighting, power, fire alarm system, security/access control, public address system, etc. The standard mechanical commissioning requirements include HVAC systems and fire sprinkler system water pumps.
### 1.23 DELIVERABLES

At a minimum, Developer shall submit the construction documentation listed in Sections 1.23.1 through 1.23.8 at 30%, 60% and 90% design development for review by the City.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.23.1 Architecture Drawings</td>
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<tr>
<td>a. General Arrangement Floor Plans @ 1:500 (1&quot; = 40' scale)</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>b. General Arrangement Floor Plans @ 1:100 (1/8' Scale)</td>
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<td></td>
</tr>
<tr>
<td>c. Architectural Elevations</td>
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<td></td>
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<tr>
<td>d. Architectural Sections</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>e. Seating Bowl Setting Out</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>f. Seating Bowl Sightlines - Sections</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>g. Seating Type Capacity - Plans</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>h. Retractable Seating - Setting out</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>i. Typical Suite &amp; Seating - Plan, Section, Axonometric</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>j. Media Tribune - Plan, Section, Axonometric</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>k. Arena layout - Rodeo Scenario</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>l. Arena layout - Ice Hockey Scenario</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>m. Arena layout - End Stage Scenario</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>n. Arena layout - Center Stage Scenario Setout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>o. Typical Building Core - Plans &amp; Sections</td>
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<tr>
<td>p. Wall Types Typical Layout</td>
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<tr>
<td>q. Wall Finishes Typical Conditions</td>
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<td></td>
</tr>
<tr>
<td>r. Floor Finishing Typical Conditions</td>
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</tr>
<tr>
<td>s. Ceiling Finishes Typical Conditions</td>
<td>Approval</td>
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</tr>
<tr>
<td>t. Typical F&amp;B Kiosk, Plans, Sections &amp; Elevations</td>
<td>Approval</td>
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</tr>
<tr>
<td>u. Typical Male and Female WC Block, Plans, Sections &amp; Elevations</td>
<td>Approval</td>
<td></td>
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<tr>
<td>v. Typical Premium WC Block, Plans, Sections &amp; Elevations</td>
<td>Approval</td>
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</tr>
<tr>
<td>w. Athlete/Performer Changing Rooms</td>
<td>Approval</td>
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</tr>
<tr>
<td>x. Sports Officials Rooms - Plan &amp; Sections</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>y. Medical &amp; Dope Test Center - Plan &amp; Sections</td>
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## Deliverables

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<tr>
<td>aa. Event Control &amp; Presentation Center, Plan &amp; Sections</td>
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<tr>
<td>bb. Venue Operation Center - Plan &amp; Section</td>
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### 1.23.2 External

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<td>b. Hard Landscape Details</td>
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<td>c. Soft Landscape Details</td>
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### 1.23.3 Schedules

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<td>b. FF&amp;E Asset Register</td>
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### 1.23.4 Structural Engineering

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<td>b. Sub Structure General Arrangement Plans</td>
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</tr>
<tr>
<td>c. Super Structure General Arrangement Plans</td>
<td></td>
</tr>
<tr>
<td>d. Super Structure General Arrangement Sections</td>
<td></td>
</tr>
<tr>
<td>e. Internal Blockwork Details</td>
<td></td>
</tr>
<tr>
<td>f. Typical Staircase, Plans, Sections</td>
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<tr>
<td>g. Roof Structure Layout &amp; Geometry</td>
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<tr>
<td>h. Loading Plan Imposed Load</td>
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<tr>
<td>i. Loading Plan Super Dead Load</td>
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<tr>
<td>j. Loading Plan Blockwork Load</td>
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</tr>
<tr>
<td>k. Core Typical Details</td>
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<tr>
<td>l. Precast Terracing Setting out</td>
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</tr>
<tr>
<td>m. Precast Terracing Typical Vomitory</td>
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<tr>
<td>n. Precast Terracing Wheelchair/TV Camera Platform</td>
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<tr>
<td>o. Precast Terracing Field of Play Access Tunnel</td>
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### 1.23.5 Mechanical Engineering

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<tr>
<td>b. Fire Protection Layout</td>
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<tr>
<td>c. Chilled water Layout</td>
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<tr>
<td>d. Pipework Layout</td>
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<td>-------------</td>
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<tr>
<td>e. Ductwork / Ventilation Layout</td>
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</tr>
<tr>
<td>f. BMS Schematic</td>
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**1.23.6 Electrical Engineering**

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<td>d. Lighting &amp; Emergency Lighting Typical Layouts</td>
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<tr>
<td>e. House Lighting Layout</td>
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<tr>
<td>f. Sports Lighting Layout &amp; Calculations</td>
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<tr>
<td>g. Event Acoustics modelling report</td>
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<tr>
<td>h. Concert Lighting Layout</td>
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<tr>
<td>i. Fire Alarm Details</td>
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<td>j. Lightning Protection Layout &amp; Details</td>
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<tr>
<td>k. Feature Lighting Layout</td>
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<tr>
<td>l. CCTV &amp; Access Control Schematic</td>
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<td>m. UPS Schematic</td>
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</tr>
<tr>
<td>n. Comms &amp; Security Schematic</td>
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<td></td>
</tr>
<tr>
<td>o. Turnstile control system</td>
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<td>p. Lighting Control Schematic</td>
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<tr>
<td>q. General Power, Comms &amp; Security Layout</td>
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**1.23.7 Information Technology & Audio Visual**

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<tr>
<td>b. AV &amp; Broadcast Infrastructure Layout</td>
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<tr>
<td>c. Typical Main Comms Room (MCR) Layout</td>
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<td>d. Typical Secondary Comms Room (SCR) Layout</td>
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</tr>
<tr>
<td>e. Typical Mobile Operators Equipment Room (MOER) Layout</td>
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<tr>
<td>f. Distribution Cabling Schematic</td>
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<tr>
<td>g. Press Seating and Commentary Positions</td>
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<td>h. LAN Architecture</td>
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</tr>
<tr>
<td>i. WLAN Architecture</td>
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<td>j. Giant Screens</td>
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<td>l. Typical Suite IT&amp;AV Layout</td>
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<td>m. Typical Changing Room Layout</td>
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#### 1.23.8 Studies

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<td>a. Crowd Modeling Study</td>
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<td>Concurrent with submission of Design Development</td>
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<tr>
<td>b. Coordinated Multi-Discipline Design Report</td>
<td>Informational</td>
<td>Concurrent with submission of Design Development</td>
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<tr>
<td>c. Accessibility and Inclusive Design Report</td>
<td>Approval</td>
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### 1.24 MINIMUM BASELINE PROGRAM TABLE

a. Developer shall provide the space/components outlined in Sections 1.24.1 through 1.24.29 in accordance with the stated requirements.

b. The requirements outlined below are in addition to those stated in Sections 1.2 to 1.22 of this Section 1.

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.24.1 Arena Hall</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Arena Floor</td>
<td>20</td>
<td>268 ft x 118 ft</td>
<td>1</td>
<td>37,520</td>
<td>Event floor sized for Stock Show Events; also to cater for sports events such as ice hockey and concerts in end-stage and center-stage scenarios. Minimum headroom of 75 ft.</td>
</tr>
<tr>
<td>b. Short side access tunnels</td>
<td></td>
<td>25 ft wide</td>
<td></td>
<td></td>
<td>Minimum Clear Height - 15 ft</td>
</tr>
<tr>
<td>c. Corner access tunnels</td>
<td></td>
<td>10 ft wide</td>
<td></td>
<td></td>
<td>Minimum Clear Height - 10 ft</td>
</tr>
<tr>
<td><strong>1.24.2 Player &amp; Athlete Facilities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Athlete Changing Room 1</td>
<td>20</td>
<td>1,000</td>
<td>1</td>
<td>1,000</td>
<td>Main Changing Room with separate shower area, sanitary facilities and equipment storage. Located at Field of Play level. Adjacent to Athlete Changing Room 3 with pass door to enable single large Changing Room if event requires.</td>
</tr>
<tr>
<td>b. Athlete Changing Room 2</td>
<td>20</td>
<td>1,000</td>
<td>1</td>
<td>1,000</td>
<td>Main Changing Room with separate</td>
</tr>
<tr>
<td>SPACE / COMPONENT</td>
<td>MINIMUM CAPACITY</td>
<td>MINIMUM DIMENSIONS (ft) AREA (ft²)</td>
<td>MINIMUM QUANTITY</td>
<td>MINIMUM TOTAL INTERNAL AREA (ft²)</td>
<td>NOTES / OTHER REQUIREMENTS</td>
</tr>
<tr>
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<td>-------------------------------------</td>
<td>------------------</td>
<td>----------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>c. Athlete Changing Room 3</td>
<td>20</td>
<td>800</td>
<td>1</td>
<td>800</td>
<td>Main Changing Room with separate shower area, sanitary facilities and equipment storage. Located at Field of Play level. Adjacent to Athlete Changing Room 1 with pass door to enable single large Changing Room if event requires.</td>
</tr>
<tr>
<td>d. Athlete Changing Room 4</td>
<td>20</td>
<td>800</td>
<td>1</td>
<td>800</td>
<td>Main Changing Room with separate shower area, sanitary facilities and equipment storage. Located at Field of Play level. Adjacent to Athlete Changing Room 2 with pass door to enable single large Changing Room if event requires.</td>
</tr>
</tbody>
</table>

1.24.3 Technical Officials

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Officials Changing Room 1</td>
<td>5</td>
<td>300</td>
<td>1</td>
<td>300</td>
<td>Changing Room with separate shower area,</td>
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### 1.24.4 Player Medical

<table>
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<th>SPACE / COMPONENT</th>
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<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Athlete Centre</td>
<td>4</td>
<td>500</td>
<td>1</td>
<td>500</td>
<td>For Players, Athletes, Officials, Media and Security. Includes lockable medicine storage.</td>
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<tr>
<td>b. Match Coordinators Office</td>
<td>2</td>
<td>200</td>
<td>1</td>
<td>200</td>
<td>Office space for League and Tournament officials.</td>
</tr>
<tr>
<td>c. Officials Meeting Room</td>
<td>5</td>
<td>200</td>
<td>1</td>
<td>200</td>
<td>Near to Officials Changing Room and Match Coordinators Office.</td>
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### 1.24.5 Doping Control

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
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</thead>
<tbody>
<tr>
<td>a. Doping Control Center</td>
<td>5</td>
<td>500</td>
<td>1</td>
<td>500</td>
<td>Space Allocated for Doping Control. Only for use during events.</td>
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### 1.24.6 Entertainment

<table>
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<tr>
<th>SPACE / COMPONENT</th>
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<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
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<tbody>
<tr>
<td>a. Star Dressing Room 1</td>
<td>440</td>
<td>1</td>
<td>440</td>
<td>Space with separate shower area, sanitary facilities. Located at Field of Play level.</td>
<td></td>
</tr>
<tr>
<td>b. Star Dressing Room 2</td>
<td>440</td>
<td>1</td>
<td>440</td>
<td>Space with separate shower area, sanitary facilities. Located at Field of Play level.</td>
<td></td>
</tr>
<tr>
<td>c. Green Room</td>
<td>360</td>
<td>1</td>
<td>360</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 1.24.7 Event Organizers

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>d. Performer &amp; Band Changing Rooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Utilize Athlete Changing Rooms 1 - 4.</td>
</tr>
</tbody>
</table>

#### a. Offices
- 15
- 1,500
- 1
- 1,500
- For event organizing staff - adjacent to Venue Operations Office Spaces

#### b. Meeting Room
- 10
- 400
- 1
- 400
- Event organizers meeting room

### 1.24.8 Event Presentation

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Event Presentation Center</td>
<td>6</td>
<td>300</td>
<td>1</td>
<td>300</td>
<td>Central controlling point for all Audio and Visual presentation such as giant screen and LED Ribbon, Commentary and Arena Lighting.</td>
</tr>
<tr>
<td>b. Media Control Center</td>
<td>6</td>
<td>250</td>
<td>1</td>
<td>250</td>
<td>Central controlling point for all broadcast, media and digital fan interface systems.</td>
</tr>
<tr>
<td>c. Mascots/Event Presentation Guests Suite</td>
<td>6</td>
<td>250</td>
<td>1</td>
<td>250</td>
<td>Located adjacent to main field of play access tunnel.</td>
</tr>
<tr>
<td>d. Event Storage</td>
<td></td>
<td>1,500</td>
<td>2</td>
<td>3,000</td>
<td>Required for event overlay items such as signage, field of play covering, temporary seats.</td>
</tr>
<tr>
<td>e. Giant Screen</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>Center-hung 'cube' scoreboard seen from all seats within the Arena</td>
</tr>
</tbody>
</table>
### 1.24.9 Event Technology

- **a. Event Technology Office**

### 1.24.10 Event Staff

- **a. Accreditation Center / Staff Check-in**
  - 1
  - 500
  - 1
  - 500
  - Located with access to public entrance (before security) and back of house exit.

- **b. Staff Uniform Storage**
  - 1
  - 100
  - 1
  - 100
  - Located adjacent to Staff Check-in.

- **c. Event Staff Locker Room - Male**
  - 1
  - 500
  - 1
  - 500
  - Includes changing area and lockers.

- **d. Event Staff Locker Room - Female**
  - 1
  - 500
  - 1
  - 500
  - Includes changing area and lockers.

- **e. Event Stewards Briefing area**

- **f. Event Staff Rest Area**

### 1.24.11 Ticketing

- **a. Arena Ticket Office**
  - 1
  - 200
  - 1
  - 200
  - 10 Windows in Arena façade.

### 1.24.12 Spectator Services

- **a. Information Kiosk**
  - 100

  - One per concourse level, located in prominent position.
### Section 1-39

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Mobile Device charging points</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>One charge point per quadrant per concourse shall be provided in the General Spectator Areas. Each charge point shall be able to charge a range of devices in secure individual lockers.</td>
</tr>
<tr>
<td>c. Drinking Fountains</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>One drinking fountain per quadrant per concourse.</td>
</tr>
</tbody>
</table>

### 1.24.13 Concourses

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Concourses (Circulation Zone)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>One concourse per level of seating, to be designed to accommodate spectators at 10-15 ft² per person during peak times. Minimum clear width of concourse to be 25 to 30 ft.</td>
</tr>
<tr>
<td>b. Concourse (Waiting Zone)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>All areas that are designated for spectators waiting in line for F&amp;B and Merchandising concession are not to be included within the Concourse Circulation Area.</td>
</tr>
<tr>
<td>c. Concourse (Event Zone)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10 ft wide zone at the edge of the circulation zone to allow ‘pop-up’ merchandising and F&amp;B kiosks during events)</td>
</tr>
<tr>
<td>SPACE / COMPONENT</td>
<td>MINIMUM CAPACITY</td>
<td>MINIMUM DIMENSIONS (ft)</td>
<td>MINIMUM QUANTITY</td>
<td>MINIMUM TOTAL INTERNAL AREA (ft²)</td>
<td>NOTES / OTHER REQUIREMENTS</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------</td>
<td>------------------------</td>
<td>-----------------</td>
<td>----------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>1.24.14 Restrooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Restrooms - Male</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Provision to be as required by code - population distribution to be 50% Male.</td>
</tr>
<tr>
<td>b. Restrooms - Female</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Provision to be as required by code - population distribution to be 50% Female</td>
</tr>
<tr>
<td>c. ADA Restrooms / Changing Areas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Provision is to be as required by code.</td>
</tr>
<tr>
<td>d. Family Restrooms</td>
<td>40</td>
<td>4</td>
<td>160</td>
<td></td>
<td>Included in Parenting Rooms (see section 37)</td>
</tr>
<tr>
<td>1.24.15 Medical Facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. First Aid Rooms</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
<td>One per concourse level, to include space for stretcher.</td>
</tr>
<tr>
<td>1.24.16 Family Areas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Family Area</td>
<td>500</td>
<td>1</td>
<td>500</td>
<td></td>
<td>Area of Spectator Concourse with activities for families and pre-teen children.</td>
</tr>
<tr>
<td>b. Parenting Rooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Parenting rooms shall have a space for nappy changing, a child’s wash room and a seating area for feeding. One required in the Family Area and one within ‘premium’ areas.</td>
</tr>
</tbody>
</table>
### 1.24.17 General Spectator Seats

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. General Spectators</td>
<td></td>
<td></td>
<td>9,000</td>
<td></td>
<td>All seats to be exterior grade plastic 'tip-up' type seat with shared armrest and cup holder.</td>
</tr>
<tr>
<td>b. ADA Spectators</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Provision as required by code - included within the General Spectator seat count. Each wheelchair position to have companion seat immediate adjacent.</td>
</tr>
</tbody>
</table>

### 1.24.18 Premium Spectator Areas

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Suites</td>
<td>16</td>
<td>350</td>
<td>27</td>
<td>12,600</td>
<td>Each 16-person suite to have additional 4 standing spaces available within the suite. Suites to include single washroom and servicing galley.</td>
</tr>
<tr>
<td>b. Party Suites</td>
<td>32</td>
<td>700</td>
<td>2</td>
<td>1400</td>
<td>Each party suite to allow segregation into 2. ea. 16-person suites by use of moveable wall system. Party Suites to include double washroom and servicing galley.</td>
</tr>
<tr>
<td>c. Suite Washrooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Washroom blocks to be provided external to Suites based on male : female ratio</td>
</tr>
<tr>
<td>SPACE / COMPONENT</td>
<td>MINIMUM CAPACITY</td>
<td>MINIMUM DIMENSIONS (ft)</td>
<td>MINIMUM QUANTITY</td>
<td>MINIMUM TOTAL INTERNAL AREA (ft²)</td>
<td>NOTES / OTHER REQUIREMENTS</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------</td>
<td>-------------------------</td>
<td>------------------</td>
<td>----------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>d. Loge Boxes</td>
<td>6</td>
<td></td>
<td>20</td>
<td></td>
<td>Loge boxes within seating bowl. Minimum of 5 Loge Boxes at Arena Field of Play level.</td>
</tr>
<tr>
<td>e. Premium Lounge</td>
<td>240</td>
<td>4500</td>
<td>1</td>
<td>4500</td>
<td>Lounge to serve premium spectator seats</td>
</tr>
<tr>
<td>f. Premium Washrooms - Male</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Provision to be as required by code - population distribution to be 50% Male.</td>
</tr>
<tr>
<td>g. Premium Washrooms - Female</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Provision to be as required by code - population distribution to be 50% Female</td>
</tr>
<tr>
<td>h. ADA Wash Rooms / Changing Areas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Provision is to be as required by code.</td>
</tr>
</tbody>
</table>

**1.24.19 Premium Area Seats**

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Suite Seats</td>
<td>640</td>
<td></td>
<td></td>
<td></td>
<td>All seats to be exterior grade cushioned 'tip-up' type seat with 2 armrests and cup holder.</td>
</tr>
<tr>
<td>b. Loge Box Seats</td>
<td>120</td>
<td></td>
<td></td>
<td></td>
<td>All seats to be exterior grade cushioned 'tip-up' type seat with 2 armrests and cup holder.</td>
</tr>
<tr>
<td>c. Premium Seats</td>
<td>240</td>
<td></td>
<td></td>
<td></td>
<td>All seats to be exterior grade</td>
</tr>
<tr>
<td>SPACE / COMPONENT</td>
<td>MINIMUM CAPACITY</td>
<td>MINIMUM DIMENSIONS (ft)</td>
<td>MINIMUM QUANTITY</td>
<td>MINIMUM TOTAL INTERNAL AREA (ft²)</td>
<td>NOTES / OTHER REQUIREMENTS</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------</td>
<td>-------------------------</td>
<td>------------------</td>
<td>----------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AREA (ft²)</td>
<td></td>
<td></td>
<td>cushioned ‘tip-up’ type seat with 2 armrests and cup holder.</td>
</tr>
<tr>
<td>1.24.20 Media / Press</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Venue Media Center</td>
<td>100</td>
<td>2500</td>
<td>1</td>
<td>2500</td>
<td>Media work desks, cafeteria, lounge, washrooms etc. Located near to the athlete changing areas.</td>
</tr>
<tr>
<td>b. Photographers Center</td>
<td>20</td>
<td>400</td>
<td>1</td>
<td>400</td>
<td>Photographers work desks, lockers, managers office etc. Located near to the Venue Media Center.</td>
</tr>
<tr>
<td>c. TV Presentation Studio</td>
<td></td>
<td>400</td>
<td>1</td>
<td>400</td>
<td>Studio with a view of the Field of Play.</td>
</tr>
<tr>
<td>d. Outside Broadcast Compound</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>To be provided as ‘overlay’ on an event-by-event basis external to the Arena building.</td>
</tr>
<tr>
<td>e. Media Briefing Room</td>
<td>50</td>
<td>800</td>
<td>1</td>
<td>800</td>
<td>Including desk with sponsor backdrop and camera positions. Seating to be loose furniture on level floor.</td>
</tr>
<tr>
<td>f. Interview Spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Spaces to complete ‘flash’ interviews and ‘mixed zone’ media activities, possible to utilize back of house circulation areas.</td>
</tr>
<tr>
<td>SPACE / COMPONENT</td>
<td>MINIMUM CAPACITY</td>
<td>MINIMUM DIMENSIONS (ft) AREA (ft²)</td>
<td>MINIMUM QUANTITY</td>
<td>MINIMUM TOTAL INTERNAL AREA (ft²)</td>
<td>NOTES / OTHER REQUIREMENTS</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------</td>
<td>----------------------------------</td>
<td>-----------------</td>
<td>----------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>g. Press Seats</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General Spectator Seats to be allocated on an event-by-event basis</td>
</tr>
<tr>
<td>h. Commentary Seats</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General Spectator Seats to be allocated on an event-by-event basis</td>
</tr>
<tr>
<td>i. TV Camera Positions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>To be included within the seating bowl in accordance with Ice Hockey typical camera layout.</td>
</tr>
</tbody>
</table>

### 1.24.21 Safety & Security

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Event Control Room</td>
<td>15</td>
<td>750</td>
<td>1</td>
<td>750</td>
<td>Room overlooking field of play for event control team including emergency services. Includes CCTV monitoring area, meeting room and washroom facilities.</td>
</tr>
<tr>
<td>b. Security Center</td>
<td>10</td>
<td>500</td>
<td>1</td>
<td>500</td>
<td>Main Security center. Monitoring center for all arena systems including fire control.</td>
</tr>
<tr>
<td>c. Emergency Services Room</td>
<td></td>
<td>500</td>
<td>1</td>
<td>500</td>
<td>Located near venue security center, includes small kitchen/reheat/vending machine facilities.</td>
</tr>
<tr>
<td>d. Ambulance Parking Bays</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td>Located near to medical center and</td>
</tr>
</tbody>
</table>
### 1.24.22 Catering

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Central Production Kitchen</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Area and Capacity to be developed by Operator</td>
</tr>
<tr>
<td>b. Storage Areas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>c. Dry Good Storage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>d. Cold Room</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>e. Deep Freeze</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>f. Beverage Storage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>g. Bottle Storage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Adjacent to Loading Bay.</td>
</tr>
<tr>
<td>h. Staff Offices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included in Central Production Kitchen</td>
</tr>
</tbody>
</table>

### 1.24.23 Staff Welfare Facilities

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Staff Changing Room</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>b. Staff Restrooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>c. Staff Break Room</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>d. Finishing Kitchens</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Required for Suites, Premium Lounge and Loge Box service</td>
</tr>
</tbody>
</table>
### 1.24.24 Concessions

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Temporary Concession positions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5 Electronic Points of Sale per 1,000 spectators</td>
</tr>
</tbody>
</table>

### 1.24.25 Venue Operations

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Superintendent Office</td>
<td></td>
<td>400</td>
<td>1</td>
<td>400</td>
<td></td>
</tr>
<tr>
<td>b. Conference Room</td>
<td></td>
<td>700</td>
<td>1</td>
<td>700</td>
<td></td>
</tr>
<tr>
<td>c. Administrative Offices</td>
<td></td>
<td>2000</td>
<td>1</td>
<td>2000</td>
<td></td>
</tr>
<tr>
<td>d. Show Office</td>
<td></td>
<td>300</td>
<td>2</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>e. Show Office Restroom</td>
<td></td>
<td>200</td>
<td>2</td>
<td>400</td>
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</tr>
<tr>
<td>f. Staff Dining Room</td>
<td></td>
<td></td>
<td></td>
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<td>Sized to reflect number of staff</td>
</tr>
<tr>
<td>g. Staff Kitchen</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sized to reflect number of staff</td>
</tr>
<tr>
<td>h. Staff Restrooms</td>
<td></td>
<td></td>
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<td>Sized to reflect number of staff</td>
</tr>
<tr>
<td>i. Shared Locker Area</td>
<td></td>
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<td>Sized to reflect number of staff</td>
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</table>

### 1.24.26 Maintenance Facilities

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Building Maintenance Storage</td>
<td></td>
<td>5500</td>
<td>1</td>
<td>5500</td>
<td></td>
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<tr>
<td>b. Maintenance Office</td>
<td></td>
<td>120</td>
<td>1</td>
<td>120</td>
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</tbody>
</table>
### Project Agreement
**Schedule 15, Design and Construction Requirements**
**Section 1, New Arena**

#### 1.24.27 Loading Dock

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. Maintenance Workshops</td>
<td>2000</td>
<td></td>
<td>1</td>
<td>2000</td>
<td></td>
</tr>
</tbody>
</table>

#### 1.24.28 Event Operations

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Merchandising Concessions</td>
<td></td>
<td></td>
<td></td>
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<td>Temporary positions to be included within the Concourse areas</td>
</tr>
</tbody>
</table>
### Section 1-48

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
</table>

### 1.24.29 Access & Circulation

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Group not used</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As required by building design</td>
</tr>
</tbody>
</table>
Annex 15.1 – A

Area Data Sheets²

² The Area Data Sheets released previously are being updated by the City and will be re-released with Schedule 16A in Addendum #3. Proposers should assume no material changes to the Area Data Sheets previously released for purposes of design development.
National Western Center, Denver, CO
Arena Area Data Sheets

November 2019
AREA DATA SHEET

Project Title: National Western Center Arena

<table>
<thead>
<tr>
<th>Unique ID</th>
<th>Area Name</th>
<th>Department</th>
<th>Function Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AR-01</td>
<td>Arena Hall</td>
<td>Sport and Entertainment</td>
<td>Stock Show floor and athlete field of play</td>
</tr>
<tr>
<td>AR-02</td>
<td>Athlete Changing Room</td>
<td>Sport and Entertainment</td>
<td>Athletes changing facilities with showers</td>
</tr>
<tr>
<td>AR-03</td>
<td>Meeting Room</td>
<td>Event Operations</td>
<td>Event organisers meeting room</td>
</tr>
<tr>
<td>AR-04</td>
<td>Concourses</td>
<td>General Admission Spectators</td>
<td>Spectators circulation area</td>
</tr>
<tr>
<td>AR-05</td>
<td>Wash Rooms</td>
<td>General Admission Spectators</td>
<td>Spectator toilet facilities</td>
</tr>
<tr>
<td>AR-06</td>
<td>ADA Wash Rooms</td>
<td>General Admission Spectators</td>
<td>Disabled spectator toilet/ change facilities</td>
</tr>
<tr>
<td>AR-07</td>
<td>First Aid Rooms</td>
<td>General Admission Spectators</td>
<td>Spectator medical facilities</td>
</tr>
<tr>
<td>AR-08</td>
<td>Suites</td>
<td>Premium Spectators</td>
<td>VIP/ Premium spectator boxes</td>
</tr>
<tr>
<td>AR-09</td>
<td>Premium Washrooms</td>
<td>Premium Spectators</td>
<td>VIP/ Premium toilet facilities</td>
</tr>
<tr>
<td>AR-10</td>
<td>Venue Media Center</td>
<td>Media</td>
<td>Press office space</td>
</tr>
<tr>
<td>AR-11</td>
<td>TV Presentation Studio</td>
<td>Media</td>
<td>Broadcast space allocated for television</td>
</tr>
<tr>
<td>AR-12</td>
<td>Event Control Room</td>
<td>Safety and Security</td>
<td>Security office with monitoring equipment</td>
</tr>
<tr>
<td>AR-13</td>
<td>Central Production Kitchen</td>
<td>Catering Operations</td>
<td>Main venue kitchen facilities</td>
</tr>
<tr>
<td>AR-14</td>
<td>Finishing Kitchens</td>
<td>Catering Operations</td>
<td>Satellite kitchens for food preperation</td>
</tr>
<tr>
<td>AR-15</td>
<td>Concessions</td>
<td>Catering Operations</td>
<td>Food provision for spectators</td>
</tr>
<tr>
<td>AR-16</td>
<td>Conference Room</td>
<td>Venue Operations</td>
<td>Venue operations conference room</td>
</tr>
<tr>
<td>AR-17</td>
<td>Maintenance Storage</td>
<td>Venue Operations</td>
<td>Main venue storage</td>
</tr>
<tr>
<td>AR-18</td>
<td>Loading Dock Area</td>
<td>Venue Operations</td>
<td>Delivery vehicle loading space</td>
</tr>
<tr>
<td>AR-19</td>
<td>Garbage and Recycling</td>
<td>Venue Operations</td>
<td>Main refuse and recycling facility</td>
</tr>
<tr>
<td>AR-20</td>
<td>Stairs</td>
<td>Access and Circulation</td>
<td>Vertical circulation</td>
</tr>
<tr>
<td>AR-21</td>
<td>Underseat Circulation</td>
<td>Access and Circulation</td>
<td>Horizontal circulation</td>
</tr>
</tbody>
</table>

Abbreviations List

4. Electrical
Audio and Video Equipment:
- RDO - Radio Outlet
- TVO - Television Outlet
- CTV - Cable TV
- DS - Drop Screen
- TVP - HDTV Projector
- VCS - Video Conference System
- QSS - High Quality Sound System
- SCR - LED/ LCD Screen
- SIG - IP TV and Digital Signage
- SVC - Speaker Volume Control

Data and Voice Equipment:
- IPX - IP/ PABX Telephone
- WLN - Wireless Local Area Netwoel
- DNT - Data Network
- RAD - Radio Coverage
- MOB - Mobile Phone Coverage
- DTL - Direct Telephone Line with Sockets
- DCM - Data/ Comms
- IPV - Data Outlet for IP TV/ Digital Signage

6. Fire and Protection
Fire and Voice Alarm Type
- MCP - Manual Call Point
- ES - Electronic Sounder
- RIN - Remote Indicator
- VAD - Visual Alarm Device
- ASD - Aspirating smoke detector
- MFP - Main Fire Panel Location
### AREA DATA SHEET

#### Project Title: National Western Center Arena

<table>
<thead>
<tr>
<th>Type ID: AR-01</th>
<th>Typical Area Type: Arena Hall</th>
</tr>
</thead>
</table>

#### 1. Area Information
- **Department:** Sport and Entertainment
- **Minimum Assignable Area (sqft):** 28800
- **Minimum Clear Ceiling Height (ft):** 75
- **Function Description:** Stock Show floor and athlete field of play
- **Preferred Adjacency:** Access Tunnels, Athlete Changing Room
- **Acoustic Category (NR):** 60
- **Disabled Access:** Yes
- **Occupant Load:** N/A
- **Daylighting/ Views:** No
- **Visual Privacy:** No
- **Interior Glazing:** N/A
- **Exits Required:** 6

#### 2. Internal Finishes
- **Wall Finish:** Paint
- **Floor Finish**: Polished concrete
- **Doors Finish:** Powder coated aluminium
- **Floor Boxes:** N/A
- **Door Hardware:** Lever handle
- **Floor Drains:** Yes
- **Door Access:** Swipe card
- **Ceiling Finish:** Paint
- **Window Finish:** N/A
- **Ceiling Lighting:** Yes

#### 3. Mechanical
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Thermostatic Control:** N/A
- **Relative Humidity (%RH):** 40% - 60%
- **Humidity Control:** No
- **Ventilation (Air Changes/hr):** 6 (ASHRAE 62.1, Table D-1 Primary)
- **Relative Pressure:** Neutral
- **Pressure Control:** No
- **Exhaust Type:** General and Special
- **HVAC Noise Level (dB):** N/A

#### 4. Electrical
- **Luminaries:** N/A
- **Power Load Density (W/m²):** N/A
- **Levels (Lux):** TBD
- **Power Sockets:** TBD
- **Load Density (W/m²):** N/A
- **Floor Boxes:** TBD
- **Type of Control:** N/A
- **StandBy Power Required:** Yes
- **Motion Sensor:** N/A
- **Control:** Local / Zoned
- **Via BMS Control Room:** Yes
- **Emergency Pull Cord:** No
- **Induction Loop:** N/A
- **IUC Power Outlets:** TBD
- **Emergency Lighting Levels (Lux):** 10.8
- **Data Outlets:** Yes
- **Audio and Video Equipment:** TBD
- **Data and Voice Equipment:** IPX, WLN, DNT, MOB

#### 5. Public Health
- **Automatic Sprinkler:** No
- **Sprinkler Type:** N/A
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Portable Cold Water:** Yes
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** No
- **Preaction Sprinkler Protection:** No
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Smoke Protection Type:** N/A
- **Foul Water Disposal:** Yes

#### 6. Fire Protection
- **Detection Type:** N/A
- **FoP sized for Stock Show Events**
- **Also to cater for Sports event such as Ice Hockey and concerts in end stage and center stage scenarios.**
- **Minimum clear headroom of 75ft.**

#### 7. Security Equipment
- **CCTV**

#### 8. Furniture, Fittings and Equipment

#### 9. Notes and Additional Requirements
### AREA DATA SHEET

**Project Title: National Western Center Arena**

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-02</th>
<th>Typical Area Type:</th>
<th>Athlete Changing Room</th>
</tr>
</thead>
</table>

#### 1. Area Information
- **Department:** Sport and Entertainment
- **Function Description:** Athletes changing facilities with showers
- **Minimum Assignable Area (sqft):** 1000
- **Minimum Clear Ceiling Height (ft):** 10
- **Preferred Adjacency:** Field of Play, Anti-Doping, Medical
- **Acoustic Category (NR):** 40
- **Disabled Access:** Yes
- **Occupant Load:** 20
- **Daylighting/Views:** No
- **Occupants:** Players, Coaches
- **Visual Privacy:** Yes
- **Fire Separation (minutes):** 120
- **Interior Glazing:** Yes
- **Exits Required:** N/A

#### 2. Internal Finishes
- **Wall Finish:** Paint
- **Floor Finish/ Base:** Ceramic tile
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** Plasterboard ceiling
- **Ceiling Lighting:** Yes
- **Signage:** Yes

#### 3. Mechanical
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Thermostatic Control:** Yes
- **Relative Humidity (%RH):** 40% - 50%
- **Ventilation (Air Changes/hr):** 10 (ASHRAE 62.1, Table D-1 Primary)
- **Relative Pressure:** Neutral
- **Exhaust Type:** General
- **HVAC Noise Level (dB):** 40

#### 4. Electrical
- **Luminaries:** LED
- **Levels (Lux):** 200
- **Load Density (W/m²):** 16
- **Type of Control:** Auto
- **Control:** Zoned
- **Luminaire Type:** LED
- **Power Load Density (W/m²):** 10
- **Power Sockets:** TBD
- **Floor Boxes:** N/A
- **Type of Control:** Auto
- **Control:** Zoned

#### 5. Public Health
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Shower, Urinal, Toilet Cubicle, Sink
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No

#### 6. Fire Protection
- **Standard Sprinklers Protection:** Yes
- **Detection Type:** Smoke Detector
- **Preaction Sprinkler Protection:** No
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Smoke Protection Type:** N/A

#### 7. Security Equipment
- **Access Control, CCTV**

#### 8. Furniture, Fittings and Equipment

#### 9. Notes and Additional Requirements
- Main Changing Room with separate shower area, sanitary facilities and Equipment storage. Located at Field of Play level.
**AREA DATA SHEET**

**Project Title: National Western Center Arena**

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-03</th>
<th><strong>Typical Area Type:</strong> Meeting Room</th>
</tr>
</thead>
</table>

### 1. Area Information
- **Department:** Event Operations
- **Minimum Assignable Area (sqft):** 400
- **Function Description:** Event organisers meeting room
- **Minimum Clear Ceiling Height (ft):** 10
- **Preferred Adjacency:** Event organisers offices
- **Acoustic Category (NR):** 35
- **Disabled Access:** Yes
- **Occupant Load:** 10
- **Daylighting/ Views:** Yes
- **Fire Separation (minutes):** 120
- **Interior Glazing:** Yes
- **Exits Required:** N/A

### 2. Internal Finishes
- **Wall Finish:** Paint
- **Floor Finish/ Base:** Carpet
- **Floor Boxes:** Yes
- **Floor Drains:** No
- **Ceiling Finish:** Plasterboard ceiling
- **Ceiling Lighting:** Yes
- **Signage:** Yes
- **Doors Finish:** Powder coated aluminium
- **Door Hardware:** Lever handle
- **Door Access:** N/A
- **Window Finish:** N/A
- **Window Hardware:** N/A

### 3. Mechanical
- **Area Temperature (°F) Winter:** 69 ± 1
- **Heating:** Yes
- **Area Temperature (°F) Summer:** 74 ± 1
- **Cooling:** Yes
- **Thermostatic Control:** Yes
- **Ventilation Strategy:** Mechanical ventilation
- **Relative Humidity (%RH):** 40% - 50%
- **Mech Vent and Cooling Equip:** Fan coil unit and Air handling unit
- **Humidity Control:** No
- **Mechanical Air Volume Control:** Yes
- **Ventilation (Air Changes/hr):** 8 (ASHRAE 62.1, Table D-1 Primary)
- **Mech Vent Local User Control:** Yes
- **Relative Pressure:** Negative
- **Mech Vent Local indicator:** Yes
- **Smoke Extraction:** No
- **Exhaust Type:** General
- **Pressure Control:** No
- **HVAC Noise Level (dB):** 30

### 4. Electrical
- **Luminaries:** LED
- **Power Load Density (W/m²):** 25
- **Levels (Lux):** 500
- **Power Sockets:** TBD
- **Load Density (W/m²):** 10
- **Floor Boxes:** 1
- **Type of Control:** Manual/ Auto
- **Standby Power Required:** No
- **Motion Sensor:** Yes
- **Emergency Pull Cord:** No
- **Via BMS Control Room:** Yes
- **ITC Power Outlets:** TBD
- **Emergency Lighting Levels (Lux):** 10.8
- **Data Outlets:** Yes
- **Audio and Video Equipment:** SCR, SIG, SVC
- **Data and Voice Equipment:** IPX, WLN, DNT, RAD, MOB, DTL, DCM, IPV

### 5. Public Health
- **Automatic Sprinkler:** Yes
- **Gas Supply Type:** No
- **Sprinkler Type:** Concealed
- **Soil connection:** No
- **Sanitary Equipment:** N/A
- **Waste Connection:** No
- **Domestic Hot Water:** No
- **Shower Drain:** No
- **Potable Cold Water:** No
- **Grey Water Disposal:** No
- **Thermostatically Controlled:** No
- **Foul Water Disposal:** No

### 6. Fire Protection
- **Standard Sprinklers Protection:** Yes
- **Detection Type:** Smoke Detector
- **Preaction Sprinkler Protection:** No
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Smoke Protection Type:** N/A
- **Fire and Voice Alarm Type:** RIN

### 7. Security Equipment
- **Access Control**

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements
### AREA DATA SHEET

#### Project Title: National Western Center Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-04</th>
<th>Typical Area Type:</th>
<th>Concourses</th>
</tr>
</thead>
</table>

#### 1. Area Information
- **Department:** General Admission Spectators
- **Function Description:** Spectators circulation area
- **Preferred Adjacency:** Concessions, Wash Rooms
- **Disabled Access:** Yes
- **Daylighting/Views:** Yes
- **Visual Privacy:** No
- **Interior Glazing:** Yes
- **Wall Finish:** Paint
- **Floor Finish/ Base:** Polished concrete
- **Floor Boxes:** N/A
- **Floor Drains:** Yes
- **Ceiling Finish:** Paint
- **Ceiling Lighting:** Yes
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Neutral
- **Exhaust Type:** General

#### 2. Internal Finishes
- **Wall Finish:** Paint
- **Floor Finish/ Base:** Polished concrete
- **Floor Boxes:** N/A
- **Floor Drains:** Yes
- **Ceiling Finish:** Paint
- **Window Finish:** Metal
- **Ceiling Lighting:** Yes
- **Luminaries:** LED
- **Load Density (W/m²):** 6.5
- **Type of Control:** Auto
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Drinking Fountain
- **Domestic Hot Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** Deluge System
- **Smoke Protection:** Smoke Detector
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Smoke Alarm Type:** RIN
- **Emergency Lighting Levels (Lux):** 10.8
- **Audio and Video Equipment:** RDO, SCR, SIG
- **Data and Voice Equipment:** IPX, WLN, DNT, DCM, IPV

#### 3. Mechanical
- **Heating:** Yes
- **Cooling:** Yes
- **Mechanical Air Volume Control:** Yes
- **Ventilation (Air Changes/hr):** 6 (ASHRAE 62.1, Table D-1 Primary)
- **Mech Vent and Cooling Equip:** Fan coil unit and Air handling unit
- **Mech Air Volume Control:** Yes
- **Ventilation Strategy:** 100 % Fresh air and fan coil unit
- **Relative Pressure Indicator:** Yes
- **Mech/Nat vent Local indicator:** Yes
- **Relative Pressure:** Neutral
- **Mechanical Air Volume Control:** Yes
- **Ventilation Strategy:** 100 % Fresh air and fan coil unit
- **Relative Pressure Indicator:** Yes
- **Relative Pressure:** Neutral
- **Mechanical Air Volume Control:** Yes
- **Ventilation Strategy:** 100 % Fresh air and fan coil unit
- **Relative Pressure Indicator:** Yes
- **Relative Pressure:** Neutral
- **Mechanical Air Volume Control:** Yes
- **Ventilation Strategy:** 100 % Fresh air and fan coil unit
- **Relative Pressure Indicator:** Yes
- **Relative Pressure:** Neutral
- **Mechanical Air Volume Control:** Yes
- **Ventilation Strategy:** 100 % Fresh air and fan coil unit

#### 4. Electrical
- **Levels (Lux):** 100
- **Power Load Density (W/m²):** 15
- **Power Sockets:** 1
- **Type of Control:** Auto
- **Induction Loop:** No
- **Emergency Pull Cord:** No
- **ITC Power Outlets:** N/A
- **Data Outlets:** No
- **Audio and Video Equipment:** RDO, SCR, SIG
- **Data and Voice Equipment:** IPX, WLN, DNT, DCM, IPV

#### 5. Public Health
- **Sanitary Equipment:** Drinking Fountain
- **Domestic Hot Water:** No
- **Shower Drain:** No
- **Potable Cold Water:** No
- **Grey Water Disposal:** No
- **Thermostatically Controlled:** No
- **Foul Water Disposal:** No
- **Detection Type:** Smoke Detector
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Smoke Alarm Type:** RIN

#### 6. Fire Protection
- **CCTV**

#### 7. Security Equipment

#### 8. Furniture, Fittings and Equipment

#### 9. Notes and Additional Requirements
- One concourse per level of seating, to be designed to accommodate spectators at 10-15ft² per person during peak times.
- Minimum clear width of concourse to be 18ft in all areas.
- 10ft wide zone at the edge of the circulation zone to allow ‘pop-up’ merchandising and F&B kiosks during events.
- Space standard to be assessed via pedestrian flow analysis to facilitate easy movement and egress. Allow for natural interior daylight.
# AREA DATA SHEET

**Project Title:** National Western Center Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-05</th>
<th>Typical Area Type: Wash Rooms - Male</th>
</tr>
</thead>
</table>

## 1. Area Information
- **Department:** General Admission Spectators
- **Function Description:** Spectator toilet facilities
- **Preferred Adjacency:** Concourse, Concessions
- **Disabled Access:** Yes
- **Daylighting/ Views:** No
- **Visual Privacy:** Yes
- **Occupant Load:** TBD
- **Exits Required:** TBD

## 2. Internal Finishes
- **Wall Finish:** Paint
- **Floor Finish/ Base:** Ceramic tile
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** Plasterboard ceiling wet areas
- **Ceiling Lighting:** Yes

## 3. Mechanical
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Thermostatic Control:** N/A
- **Relative Humidity (%RH):** 40% - 50%
- **Ventilation (Air Changes/hr):** 8 (ASHRAE 62.1, Table D-1 Primary)
- **Relative Pressure:** Negative
- **Exhaust Type:** General

## 4. Electrical
- **Luminaries:** LED
- **Load Density (W/m2):** 150
- **Type of Control:** Auto
- **Control:** Zoned
- **Via BMS Control Room:** Yes
- **Emergency Lighting Levels (Lux):** 10.8

## 5. Public Health
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Toilet cubicle, Sink, Urinal
- **Domestic Hot Water:** Yes
- **Thermostatically Controlled:** Yes
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A

## 6. Fire Protection
- **Detection Type:** Smoke Detector
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Voice Alarm Type:** N/A

## 7. Security Equipment
- **N/A**

## 8. Furniture, Fittings and Equipment

## 9. Notes and Additional Requirements
- Provision to be as required by code - population distribution to be 50% Male.
**AREA DATA SHEET**

**Project Title: National Western Center Arena**

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-06</th>
<th>Typical Area Type:</th>
<th>ADA Wash Rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Area Information</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td>General Admission Spectators</td>
<td>Minimum Assignable Area (sqft):</td>
<td>TBD</td>
</tr>
<tr>
<td>Function Description:</td>
<td>Disabled spectator toilet/ change facilities</td>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>8</td>
</tr>
<tr>
<td>Preferred Adjacency:</td>
<td>Concourse, Concessions</td>
<td>Acoustic Category (NR):</td>
<td>40</td>
</tr>
<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td>Occupant Load:</td>
<td>TBD</td>
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<td>6. Fire Protection</td>
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<td>8. Furniture, Fittings and Equipment</td>
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<td>9. Notes and Additional Requirements</td>
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**Project Title:** National Western Center Arena

<table>
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<tr>
<th>Type ID:</th>
<th>AR-07</th>
<th>Typical Area Type:</th>
<th>First Aid Rooms</th>
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</table>

### 1. Area Information
- **Department:** General Admission Spectators
- **Function Description:** Spectator medical facilities
- **Preferred Adjacency:** Concourse, Concessions, Wash Rooms
- **Disabled Access:** Yes
- **Daylighting/ Views:** No
- **Visual Privacy:** Yes
- **Interterior Glazing:** No
- **Exits Required:** N/A
- **Minimum Assignable Area (sqft):** 200
- **Minimum Clear Ceiling Height (ft):** 8
- **Acoustic Category (NR):** 35
- **Occupant Load:** TBD
- **Exposures:** Medical Staff
- **Fire Separation (minutes):** TBD

### 2. Internal Finishes
- **Wall Finish:** Paint
- **Floor Finish/ Base:** Vinyl Sheet
- **Floor Boxes:** Yes
- **Floor Drains:** Yes
- **Ceiling Finish:** Plasterboard ceiling
- **Ceiling Lighting:** Yes
- **Signage:** Yes
- **Doors Finish:** Powder coated aluminium
- **Door Hardware:** Lever handle
- **Door Access:** N/A
- **Window Finish:** N/A

### 3. Mechanical
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Thermostatic Control:** Yes
- **Relative Humidity (%RH):** 40% - 50%
- **Humidity Control:** No
- **Ventilation (Air Changes/hr):** 8 (ASHRAE 62.1, Table D-1 Primary)
- **Relative Pressure:** Negative
- **Pressure Control:** No
- **Ventilation Strategy:** Mechanical ventilation
- **Heating:** Yes
- **Cooling:** Yes
- **Mech Air Volume Control:** Yes
- **Mech Vent Local User Control:** Yes
- **Humidity Control:** No
- **Mech Vent and Cooling Equip:** Fan coil unit and Air handling unit
- **Ventilation (Air Changes/hr):** 8 (ASHRAE 62.1, Table D-1 Primary)
- **Mech Air Volume Control:** Yes
- **Mech Vent Local User Control:** Yes
- **Relative Pressure:** Negative
- **Mech Vent and Cooling Equip:** Fan coil unit and Air handling unit
- **Ventilation Strategy:** Mechanical ventilation

### 4. Electrical
- **Luminaries:** LED
- **Levels (Lux):** 500
- **Load Density (W/m²):** 15
- **Type of Control:** Manual
- **Motion Sensor:** No
- **Control:** Local
- **Via BMS Control Room:** N/A
- **Emergency Lighting Levels (Lux):** 10.8
- **Audio and Video Equipment:** RDO
- **Luminaries:** LED
- **Power Load Density (W/m²):** 10
- **Power Sockets:** 2
- **Floor Boxes:** N/A
- **Induction Loop:** No
- **ITC Power Outlets:** N/A
- **Data Outlets:** Yes
- **Data and Voice Equipment:** IPX, WLN, DNT, DCM, IPV

### 5. Public Health
- **Automatic Sprinkler:** Yes
- **Sanitary Equipment:** Sink
- **Dornestic Hot Water:** Yes
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** Yes
- **Standard Sprinklers Protection:** Yes
- **Sanitary Equipment:** Sink
- **Dornestic Hot Water:** Yes
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** Yes
- **Standard Sprinklers Protection:** Yes
- **Sanitary Equipment:** Sink
- **Dornestic Hot Water:** Yes
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** Yes

### 6. Fire Protection
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A

### 7. Security Equipment
- **Access Control, CCTV, Intrusion Detection System:**

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements
- One per concourse level, to include space for stretcher.
# AREA DATA SHEET

## Project Title: National Western Center Arena

### 1. Area Information

<table>
<thead>
<tr>
<th>Department</th>
<th>Premium Spectators</th>
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<tr>
<td>Function Description</td>
<td>VIP/ Premium spectator boxes</td>
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<tr>
<td>Preferred Adjacency</td>
<td>Finishes Kitchen</td>
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<td>Minimum Assignable Area</td>
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<td>Minimum Clear Ceiling</td>
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<td>Daylighting/ Views</td>
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</tr>
<tr>
<td>Visual Privacy</td>
<td>Yes</td>
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<tr>
<td>Interior Glazing</td>
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</tr>
<tr>
<td>Wall Finish</td>
<td>Paint</td>
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<tr>
<td>Floor Finish/ Base</td>
<td>Carpet</td>
</tr>
<tr>
<td>Floor Boxes</td>
<td>No</td>
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<tr>
<td>Floor Drains</td>
<td>No</td>
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<tr>
<td>Ceiling Finish</td>
<td>Plasterboard ceiling</td>
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<td>Ceiling Lighting</td>
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<tr>
<td>Area Temperature (°F) Winter</td>
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<tr>
<td>Heating</td>
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<tr>
<td>Area Temperature (°F) Summer</td>
<td>74 ± 1</td>
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<td>Cooling</td>
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<td>Thermostatic Control</td>
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<td>Relative Humidity (%RH)</td>
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<td>Humidity Control</td>
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<td>8 (ASHRAE 62.1, Table D-1 Primary)</td>
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<td>HVAC Noise Level (dB)</td>
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### 2. Internal Finishes

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<tr>
<td>Floor Finish/ Base</td>
<td>Carpet</td>
<td>Doors Finish:</td>
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<td>Floor Boxes</td>
<td>No</td>
<td>Door Hardware:</td>
<td>Lever handle</td>
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<td>Floor Drains</td>
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<td>Window Hardware:</td>
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### 3. Mechanical

<table>
<thead>
<tr>
<th>Mechanical Function</th>
<th>Specification</th>
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<td>Luminaries:</td>
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<td>Control:</td>
<td>Local/ Zoned</td>
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<tr>
<td>Via BMS Control Room:</td>
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<tr>
<td>Emergency Lighting Levels (Lux):</td>
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<td>Audio and Video Equipment:</td>
<td>SCR, SIG, SVC</td>
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<td>Potable Cold Water:</td>
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<td>Thermostatically Controlled:</td>
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<tr>
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<td>Preaction Sprinkler Protection:</td>
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### 4. Electrical

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<td>Data and Voice Equipment:</td>
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### 5. Public Health

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<td>Waste Connection:</td>
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<td>Shower Drain:</td>
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<td>Foul Water Disposal:</td>
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### 6. Fire Protection

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<tr>
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<td>Air-Conditioning</td>
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<td>Fire and Smoke Alarm Type:</td>
<td>RIN</td>
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### 7. Security Equipment

Access Control

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements

Each 16-person suite to have additional 4 standing spaces available within the suite. Suites to include single washroom and servicing galley.
## Project Title: National Western Center Arena

### Type ID: AR-09

#### Typical Area Type: Premium Washrooms - Male

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<td>Wall Finish:</td>
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<tr>
<td>Floor Finish/ Base:</td>
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<tbody>
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<tr>
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<td>Cooling:</td>
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<td>Mech Air Volume Control:</td>
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<td>Mech Vent Local User Control:</td>
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<td>Mech Nat vent Local indicator:</td>
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<td>Smoke Extraction:</td>
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<td>HVAC Noise Level (dB):</td>
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<td>Induction Loop:</td>
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<td>ITC Power Outlets:</td>
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<tr>
<td>Data Outlets:</td>
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<tr>
<td>Data and Voice Equipment:</td>
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<tr>
<th>5. Public Health</th>
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<tbody>
<tr>
<td>Gas Supply Type:</td>
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<td>Soil connection:</td>
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<tr>
<td>Waste Connection:</td>
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<td>Shower Drain:</td>
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<td>Grey Water Disposal:</td>
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<td>Smoke Detector:</td>
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<td>Air-Conditioning:</td>
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<td>RIN:</td>
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<thead>
<tr>
<th>8. Furniture, Fixtures and Equipment</th>
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</table>

<table>
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<tr>
<th>9. Notes and Additional Requirements</th>
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Provision to be as required by code - population distribution to be 50% Male.
### AREA DATA SHEET

**Project Title: National Western Center Arena**

<table>
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<th>Type ID:</th>
<th>AR-10</th>
<th>Typical Area Type:</th>
<th>Venue Media Center</th>
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<td><strong>1. Area Information</strong></td>
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<td>Department:</td>
<td>Media</td>
<td>Minimum Assignable Area (sqft):</td>
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<td>Function Description:</td>
<td>Press office space</td>
<td>Minimum Clear Ceiling Height (ft):</td>
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<td>Photographers Work Area</td>
<td>Acoustic Category (NR):</td>
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<td>Occupant Load:</td>
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<td>Occupants:</td>
<td>Press Staff</td>
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<tr>
<td>Visual Privacy:</td>
<td>No</td>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>Yes</td>
<td>Exits Required:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

| **2. Internal Finishes** | | | |
| Wall Finish | Paint | Signage | Yes |
| Floor Finish/ Base: | Carpet | Doors Finish: | Powder coated aluminium |
| Floor Boxes: | Yes | Door Hardware: | Pull bar handle |
| Floor Drains: | No | Door Access: | N/A |
| Ceiling Finish: | Plasterboard ceiling | Window Finish: | N/A |
| Ceiling Lighting: | Yes | Window Hardware: | N/A |

| **3. Mechanical** | | | |
| Area Temperature (*F) Winter | 69 ± 1 | Heating: | Yes |
| Area Temperature (*F) Summer | 74 ± 1 | Cooling: | Yes |
| Thermostatic Control: | Yes | Ventilation Strategy: | Mechanical ventilation |
| Relative Humidity (%RH): | 40% - 50% | Mech Vent and Cooling Equip: | Fan coil unit and Air handling unit |
| Humidity Control: | No | Mechanical Air Volume Control: | Yes |
| Ventilation (Air Changes/hr): | 8 (ASHRAE 62.1, Table D-1 Primary) | Mech Vent Local User Control: | Yes |
| Relative Pressure: | Neutral | Mech/Nat vent Local indicator: | Yes |
| Pressure Control: | No | Smoke Extraction | Yes |
| Exhaust Type: | General | HVAC Noise Level (dB): | 40 |

| **4. Electrical** | | | |
| Luminaries: | LED | Power Load Density (W/m²): | 25 |
| Levels (Lux): | 500 | Power Sockets: | TBD |
| Load Density (W/m²): | 6 | Floor Boxes: | 1 per desk |
| Type of Control: | Auto | StandBy Power Required: | No |
| Motion Sensor: | Yes | Emergency Pull Cord: | No |
| Control: | N/A | Induction Loop: | Yes |
| Via BMS Control Room: | Yes | ITC Power Outlets: | N/A |
| Emergency Lighting Levels (Lux): | 10.8 | Data Outlets: | Yes |
| Audio and Video Equipment: | N/A | Data and Voice Equipment: | N/A |

| **5. Public Health** | | | |
| Automatic Sprinkler: | Yes | Gas Supply Type: | No |
| Sprinkler Type: | Upright/Pendent | Soil connection: | No |
| Sanitary Equipment: | N/A | Waste Connection: | No |
| Domestic Hot Water: | No | Shower Drain: | No |
| Potable Cold Water: | No | Grey Water Disposal: | No |
| Thermostatically Controlled: | No | Foul Water Disposal: | No |

| **6. Fire Protection** | | | |
| Standard Sprinklers Protection: | Yes | Detection Type: | Smoke Detector |
| Preaction Sprinkler Protection: | No | Cold Smoke Clearance Control: | Air-Conditioning |
| Fire and Smoke Protection Type: | N/A | Fire and Smoke Alarm Type: | N/A |

| **7. Security Equipment** | | | |
| Access Control | | | |

| **8. Furniture, Fittings and Equipment** | | | |

| **9. Notes and Additional Requirements** | | | |
| Media work desks, cafeteria, lounge, washrooms etc. | | | |
## Project Title: National Western Center Arena

### 1. Area Information

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-11</th>
<th>Typical Area Type:</th>
<th>TV Presentation Studio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Media</td>
<td>Minimum Assignable Area (sqft):</td>
<td>400</td>
</tr>
<tr>
<td>Function Description:</td>
<td>Broadcast space allocated for television</td>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>16</td>
</tr>
<tr>
<td>Preferred Adjacency:</td>
<td>TV Commentary Room</td>
<td>Acoustic Category (NR):</td>
<td>25</td>
</tr>
<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td>Occupant Load:</td>
<td>8</td>
</tr>
<tr>
<td>Daylighting/ Views:</td>
<td>Yes</td>
<td>Occupants:</td>
<td>Broadcast staff</td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>No</td>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>Yes</td>
<td>Exits Required:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

### 2. Internal Finishes

| Wall Finish | Paint | Signage | Yes |
| Floor Finish/ Base: | Carpet | Doors Finish: | Powder coated aluminium |
| Floor Boxes: | No | Door Hardware: | Lever handle |
| Floor Drains: | No | Door Access: | Monitored door |
| Ceiling Finish: | Paint | Window Finish: | Metal |
| Ceiling Lighting: | Yes | Window Hardware: | N/A |

### 3. Mechanical

| Area Temperature (°F) Winter | 69 ± 1 | Heating: | Yes |
| Area Temperature (°F) Summer | 74 ± 1 | Cooling: | Yes |
| Thermostat Control: | Yes | Ventilation Strategy: | 100 % Fresh air and fan coil unit |
| Relative Humidity (%RH): | 40% - 50% | Mech Vent and Cooling Equip: | Fan coil unit and Air handling unit |
| Humidity Control: | No | Mechanical Air Volume Control: | Yes |
| Ventilation (Air Changes/hr): | 10 (ASHRAE 62.1, Table D-1 Primary) | Mech Vent Local User Control: | Yes |
| Relative Pressure: | Neutral | Mech/ Nat vent Local indicator: | Yes |
| Pressure Control: | No | Smoke Extraction: | No |
| Exhaust Type: | General | HVAC Noise Level (dB): | 30 |

### 4. Electrical

| Luminaries: | LED | Power Load Density (W/m²): | 100 |
| Levels (Lux): | 200 | Power Sockets: | 1 |
| Load Density (W/m²): | 6 | Floor Boxes: | N/A |
| Type of Control: | Manual/ Auto | Standby Power Required: | No |
| Motion Sensor: | Yes | Emergency Pull Cord: | No |
| Control: | Local/ Zoned | Induction Loop: | No |
| Via BMS Control Room: | Yes | ITC Power Outlets: | TBD |
| Emergency Lighting Levels (Lux): | 10.8 | Data Outlets: | Yes |
| Audio and Video Equipment: | N/A | Data and Voice Equipment: | IPX, WLN, DNT, RAD, MOB, IPV |

### 5. Public Health

| Automatic Sprinkler: | Yes | Gas Supply Type: | No |
| Sprinkler Type: | Concealed | Soil connection: | No |
| Sanitary Equipment: | N/A | Waste Connection: | No |
| Domestic Hot Water: | No | Shower Drain: | No |
| Potable Cold Water: | No | Grey Water Disposal: | No |
| Thermostatically Controlled: | No | Foul Water Disposal: | No |

### 6. Fire Protection

| Standard Sprinklers Protection: | Yes | Detection Type: | Smoke Detector |
| Preaction Sprinkler Protection: | No | Cold Smoke Clearance Control: | Air-Conditioning |
| Fire and Smoke Protection Type: | N/A | Fire and Smoke Alarm Type: | VAD |

### 7. Security Equipment

Access Control

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements

Studio with a view of the Field of Play.
**Project Title:** National Western Center Arena

**Type ID:** AR-12  
**Typical Area Type:** Event Control Room

### 1. Area Information

<table>
<thead>
<tr>
<th>Department</th>
<th>Safety and Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Function Description</td>
<td>Security office with monitoring equipment</td>
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<tr>
<td>Preferred Adjacency</td>
<td>Suites, TV Presentation Studio</td>
</tr>
<tr>
<td>Disabled Access</td>
<td>Yes</td>
</tr>
<tr>
<td>Daylighting/Views</td>
<td>Yes</td>
</tr>
<tr>
<td>Acoustic Category (NR)</td>
<td>35</td>
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<tr>
<td>Disabled Access:</td>
<td>Yes</td>
</tr>
<tr>
<td>Min Occupant Load:</td>
<td>15</td>
</tr>
<tr>
<td>Min Clear Ceiling Height (ft):</td>
<td>10</td>
</tr>
<tr>
<td>Preferred Adjacency:</td>
<td>Suites, TV Presentation Studio</td>
</tr>
<tr>
<td>Min Clear Ceiling Height (ft):</td>
<td>10</td>
</tr>
<tr>
<td>Min Clear Ceiling Height (ft):</td>
<td>10</td>
</tr>
<tr>
<td>Min Clear Ceiling Height (ft):</td>
<td>10</td>
</tr>
<tr>
<td>Min Clear Ceiling Height (ft):</td>
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<tr>
<td>Min Clear Ceiling Height (ft):</td>
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<td>Min Clear Ceiling Height (ft):</td>
<td>10</td>
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<td>Min Clear Ceiling Height (ft):</td>
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<td>10</td>
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<tr>
<td>Min Clear Ceiling Height (ft):</td>
<td>10</td>
</tr>
<tr>
<td>Min Clear Ceiling Height (ft):</td>
<td>10</td>
</tr>
</tbody>
</table>

### 2. Internal Finishes

| Wall Finish               | Paint |
| Floor Finish/ Base:       | Carpet |
| Floor Boxes:              | No |
| Floor Drains:             | No |
| Ceiling Finish:           | Plasterboard ceiling |
| Ceiling Lighting:         | Yes |
| Wall Finish               | Yes |
| Floor Finish/ Base:       | Carpet |
| Floor Boxes:              | No |
| Floor Drains:             | No |
| Ceiling Finish:           | Plasterboard ceiling |
| Ceiling Lighting:         | Yes |

### 3. Mechanical

| Area Temperature (°F) Winter | 69 ± 1 |
| Heating:                    | Yes |
| Area Temperature (°F) Summer| 74 ± 1 |
| Cooling:                    | Yes |
| Thermostatic Control:       | Yes |
| Relative Humidity (%RH):    | 40% - 50% |
| Humidity Control:           | No |
| Ventilation (Air Changes/hr): 8 (ASHRAE 62.1, Table D-1 Primary) | Mech Vent Local User Control: Yes |
| Relative Pressure:          | Neutral |
| Pressure Control:           | No |
| Exhaust Type:               | N/A |
| HVAC Noise Level (dB):      | 30 |
| Luminaries:                 | LED |
| Levels (Lux):               | 500 |
| Load Density (W/m²):        | 20 |
| Type of Control:            | Manual |
| Motion Sensor:              | No |
| Control:                    | Local |
| Via BMS Control Room:       | N/A |
| Emergency Lighting Levels (Lux): 10.8 | Data Outlets: Yes |
| Audio and Video Equipment:  | VDO |
| via BMS Control Room:       | N/A |

### 4. Electrical

| Automatic Sprinkler:        | Yes |
| Sprinkler Type:             | Concealed |
| Sanitary Equipment:         | N/A |
| Domestic Hot Water:         | No |
| Potable Cold Water:         | No |
| Thermostatically Controlled:| No |
| Standard Sprinklers Protection: | Yes |
| Preaction Sprinkler Protection: | No |
| Fire and Smoke Protection Type: | N/A |

### 5. Public Health

| Gas Supply Type:            | No |
| Soil connection:            | No |
| Waste Connection:           | No |
| Shower Drain:               | No |
| Grey Water Disposal:        | No |
| Foul Water Disposal:        | No |

### 6. Security Equipment

Access Control, Intercoms, CCTV, Panic Alarms, Access Control System

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements

Room overlooking field of play for event control team including emergency services. Includes CCTV monitoring area, meeting room and washroom facilities. Connection to PA Control room.
**AREA DATA SHEET**

**Project Title: National Western Center Arena**

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-13</th>
<th>Typical Area Type:</th>
<th>Central Production Kitchen</th>
</tr>
</thead>
</table>

1. **Area Information**

- **Department:** Catering Operations
- **Function Description:** Main venue kitchen facilities
- **Preferred Adjacency:** Catering Staff Office, Break Room
- **Disabled Access:** Yes
- **Daylighting/ Views:** Occupants: Catering Staff
- **Visual Privacy:** No
- **Interior Glazing:** Yes
- **Exterior Glazing:** Yes

2. **Internal Finishes**

- **Wall Finish:** Paint
- **Floor Finish/ Base:** Epoxy resin
- **Ceiling Finish:** Paint
- **Floor Boxes:** No
- **Ceiling Lighting:** Yes
- **Window Finish:** N/A
- **Window  Hardware:** N/A

3. **Mechanical**

- **Area Temperature (°F) Winter:** 69 ± 1
- **Heating:** Yes
- **Area Temperature (°F) Summer:** 74 ± 1
- **Cooling:** Yes
- **Thermostatic Control:** N/A
- **Relative Humidity (%RH):** 40% - 50%
- **Humidity Control:** No
- **Ventilation (Air Changes/hr):** 30 (ASHRAE 62.1, Table D-1 Primary)
- **Pressure Control:** No
- **Exhaust Type:** General and Special
- **Relative Pressure:** Negative
- **Ventilation Strategy:** 100 % Fresh air and fan coil unit
- **Relative Pressure:** Negative
- **Mech/Vent Local indicator:** Yes
- **Pressure Control:** No
- **Smoke Extraction:** No
- **Exhaust Type:** General and Special
- **HVAC Noise Level (dB):** 50

4. **Electrical**

- **Luminaries:** LED
- **Levels (Lux):** 500
- **Load Density (W/m²):** 15
- **Type of Control:** Manual
- **Control:** Local
- **Via BMS Control Room:** N/A
- **Emergency Lighting Levels (Lux):** 10.8
- **Audio and Video Equipment:** RDO
- **Power Sockets:** N/A
- **Power Load Density (W/m²):** 55
- **ITC Power Outlets:** TBD
- **Data Outlets:** No
- **Data and Voice Equipment:** IPX, WLN, DNT, DCM, IPV

5. **Public Health**

- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Yes
- **Soil connection:** No
- **Domestic Hot Water:** Yes
- **Shower Drain:** No
- **Potable Cold Water:** Yes
- **Grey Water Disposal:** Yes
- **Thermostatically Controlled:** Yes
- **Foul Water Disposal:** Yes

6. **Fire Protection**

- **Standard Sprinklers Protection:** Yes
- **Detection Type:** Heat Detector
- **Preaction Sprinkler Protection:** No
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Smoke Protection Type:** N/A
- **Fire and Voice Alarm Type:** RIN

7. **Security Equipment**

- **Access Control**

8. **Furniture, Fittings and Equipment**

Equipment for the operation of the Kitchen will be developed with input from the Operator and the Food service provider.

9. **Notes and Additional Requirements**

- **Area and Capacity to be developed by Operator**
## AREA DATA SHEET

### Project Title: National Western Center Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-14</th>
<th>Typical Area Type:</th>
<th>Finishing Kitchens</th>
</tr>
</thead>
</table>

1. **Area Information**

   | Department: | Catering Operations | Minimum Assignable Area (sqft): | TBD |
   | Function Description: | Satellite kitchens for food preparation | Minimum Clear Ceiling Height (ft): | 12 |
   | Preferred Adjacency: | Suites, Premium Lounge | Acoustic Category (NR): | 40 |
   | Disabled Access: | Yes | Occupant Load: | TBD |
   | Daylighting/Views: | No | Occupants: | Catering Staff |
   | Visual Privacy: | Yes | Fire Separation (minutes): | TBD |
   | Interior Glazing: | No | Exits Required: | TBD |

2. **Internal Finishes**

   | Wall Finish | Paint | Signage | Yes |
   | Floor Finish/ Base: | Epoxy resin | Doors Finish: | Powder coated aluminium |
   | Floor Boxes: | No | Door Hardware: | Pull bar handle |
   | Floor Drains: | Yes | Door Access: | N/A |
   | Ceiling Finish: | Plasterboard ceiling | Window Finish: | N/A |
   | Ceiling Lighting: | Yes | Window Hardware: | N/A |

3. **Mechanical**

   | Area Temperature (°F) Winter | 69 ± 1 | Heating: | Yes |
   | Area Temperature (°F) Summer | 74 ± 1 | Cooling: | Yes |
   | Thermostatic Control: | N/A | Ventilation Strategy: | 100 % Fresh air and fan coil unit |
   | Relative Humidity (%RH): | 40% - 50% | Mech Vent and Cooling Equip: | Fan coil unit and Air handling unit |
   | Humidity Control: | Yes | Mechanical Air Volume Control: | Yes |
   | Ventilation (Air Changes/hr): | 15 (ASHRAE 62.1, Table D-1 Primary) | Mech Vent Local User Control: | No |
   | Relative Pressure: | Negative | Mech/Nat vent Local indicator: | Yes |
   | Pressure Control: | No | Smoke Extraction | No |
   | Exhaust Type: | General and Special | HVAC Noise Level (dB): | 50 |

4. **Electrical**

   | Luminaries: | LED | Power Load Density (W/m²): | 55 |
   | Levels (Lux): | 500 | Power Sockets: | 2 |
   | Load Density (W/m²): | 15 | Floor Boxes: | N/A |
   | Type of Control: | Manual | Standby Power Required: | No |
   | Motion Sensor: | No | Emergency Pull Cord: | No |
   | Control: | Local | Induction Loop: | No |
   | Via BMS Control Room: | N/A | ITC Power Outlets: | TBD |
   | Emergency Lighting Levels (Lux): | 10.8 | Data Outlets: | N/A |
   | Audio and Video Equipment: | N/A | Data and Voice Equipment: | N/A |

5. **Public Health**

   | Automatic Sprinkler: | Yes | Gas Supply Type: | Yes |
   | Sprinkler Type: | Upright/Pendent | Soil connection: | No |
   | Sanitary Equipment: | Sink | Waste Connection: | Yes |
   | Domestic Hot Water: | Yes | Shower Drain: | No |
   | Potable Cold Water: | Yes | Grey Water Disposal: | Yes |
   | Thermostatically Controlled: | Yes | Foul Water Disposal: | Yes |

6. **Fire Protection**

   | Standard Sprinklers Protection: | Yes | Detection Type: | Heat Detector |
   | Preaction Sprinkler Protection: | No | Cold Smoke Clearance Control: | Air-Conditioning |
   | Fire and Smoke Protection Type: | N/A | Fire and Voice Alarm Type | RIN |

7. **Security Equipment**

   Access Control, CCTV, Intrusion Detection System

8. **Furniture, Fittings and Equipment**

9. **Notes and Additional Requirements**

   Required for Suites, Premium Lounge and Loge Box service
   Includes Pantry
## AREA DATA SHEET

**Project Title:** National Western Center Arena

<table>
<thead>
<tr>
<th>Type ID: AR-15</th>
<th>Typical Area Type: Concessions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Area Information</strong></td>
<td></td>
</tr>
<tr>
<td>Department: Catering Operations</td>
<td>Minimum Assignable Area (sqft): TBD</td>
</tr>
<tr>
<td>Function Description: Food provision for spectators</td>
<td>Minimum Clear Ceiling Height (ft): 10</td>
</tr>
<tr>
<td>Preferred Adjacency: Concourse</td>
<td>Acoustic Category (NR): 40</td>
</tr>
<tr>
<td>Disabled Access: Yes</td>
<td>Occupant Load: TBD</td>
</tr>
<tr>
<td>Daylighting/Views: N/A</td>
<td>Occupants: Commercial Staff</td>
</tr>
<tr>
<td>Visual Privacy: N/A</td>
<td>Fire Separation (minutes): TBD</td>
</tr>
<tr>
<td>Interior Glazing: N/A</td>
<td></td>
</tr>
<tr>
<td><strong>2. Internal Finishes</strong></td>
<td></td>
</tr>
<tr>
<td>Wall Finish: Paint</td>
<td>Signage: Yes</td>
</tr>
<tr>
<td>Floor Finish/Base: Epoxy resin</td>
<td>Doors Finish: Powder coated aluminium</td>
</tr>
<tr>
<td>Floor Boxes: No</td>
<td>Door Hardware: Lever handle</td>
</tr>
<tr>
<td>Floor Drains: Yes</td>
<td>Door Access: Swipe card</td>
</tr>
<tr>
<td>Ceiling Finish: Plasterboard ceiling</td>
<td>Window Finish: N/A</td>
</tr>
<tr>
<td>Ceiling Lighting: Yes</td>
<td>Window Hardware: N/A</td>
</tr>
<tr>
<td><strong>3. Mechanical</strong></td>
<td></td>
</tr>
<tr>
<td>Area Temperature (°F) Winter: 69 ± 1</td>
<td>Heating: Yes</td>
</tr>
<tr>
<td>Area Temperature (°F) Summer: 74 ± 1</td>
<td>Cooling: Yes</td>
</tr>
<tr>
<td>Thermostatic Control: N/A</td>
<td>Ventilation Strategy: 100 % Fresh air and fan coil unit</td>
</tr>
<tr>
<td>Relative Humidity (%RH): 40% - 50%</td>
<td>Mech Vent and Cooling Equip: Fan coil unit and Air handling unit</td>
</tr>
<tr>
<td>Humidity Control: No</td>
<td>Mechanical Air Volume Control: Yes</td>
</tr>
<tr>
<td>Ventilation (Air Changes/hr): 15 (ASHRAE 62.1, Table D-1 Primary)</td>
<td>Mech Vent Local User Control: No</td>
</tr>
<tr>
<td>Relative Pressure: Neutral</td>
<td>Mech/Nat vent Local indicator: Yes</td>
</tr>
<tr>
<td>Pressure Control: No</td>
<td>Smoke Extraction: No</td>
</tr>
<tr>
<td>Exhaust Type: General</td>
<td>HVAC Noise Level (dB): 40</td>
</tr>
<tr>
<td><strong>4. Electrical</strong></td>
<td></td>
</tr>
<tr>
<td>Luminaries: LED</td>
<td>Power Load Density (W/m²): 25</td>
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<tr>
<td>Levels (Lux): 300</td>
<td>Power Sockets: 2</td>
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<tr>
<td>Load Density (W/m²): 10</td>
<td>Floor Boxes: N/A</td>
</tr>
<tr>
<td>Type of Control: Manual</td>
<td>Standby Power Required: No</td>
</tr>
<tr>
<td>Motion Sensor: No</td>
<td>Emergency Pull Cord: No</td>
</tr>
<tr>
<td>Control: Local</td>
<td>Induction Loop: Yes</td>
</tr>
<tr>
<td>Via BMS Control Room: N/A</td>
<td>ITC Power Outlets: TBD</td>
</tr>
<tr>
<td>Emergency Lighting Levels (Lux): 10.8</td>
<td>Data Outlets: Yes</td>
</tr>
<tr>
<td>Audio and Video Equipment: N/A</td>
<td>Data and Voice Equipment: N/A</td>
</tr>
<tr>
<td><strong>5. Public Health</strong></td>
<td></td>
</tr>
<tr>
<td>Automatic Sprinkler: Yes</td>
<td>Gas Supply Type: N/A</td>
</tr>
<tr>
<td>Sprinkler Type: Upright/Pendent</td>
<td>Soil connection: No</td>
</tr>
<tr>
<td>Sanitary Equipment: Sink</td>
<td>Waste Connection: Yes</td>
</tr>
<tr>
<td>Domestic Hot Water: Yes</td>
<td>Shower Drain: No</td>
</tr>
<tr>
<td>Potable Cold Water: Yes</td>
<td>Grey Water Disposal: Yes</td>
</tr>
<tr>
<td>Thermostatically Controlled: Yes</td>
<td>Foul Water Disposal: Yes</td>
</tr>
<tr>
<td><strong>6. Fire Protection</strong></td>
<td></td>
</tr>
<tr>
<td>Standard Sprinklers Protection: Yes</td>
<td>Detection Type: Smoke Detector</td>
</tr>
<tr>
<td>Preaction Sprinkler Protection: No</td>
<td>Cold Smoke Clearance Control: Air-Conditioning</td>
</tr>
<tr>
<td>Fire and Smoke Protection Type: N/A</td>
<td>Fire and Voice Alarm Type: RIN</td>
</tr>
<tr>
<td><strong>7. Security Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>8. Furniture, Fittings and Equipment</strong></td>
<td></td>
</tr>
<tr>
<td><strong>9. Notes and Additional Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>9. Electronic Points of Sale per 1,000 spectators</td>
<td>Includes concession ‘daily’ storage</td>
</tr>
</tbody>
</table>
**Area Data Sheet**

**Project Title:** National Western Center Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-16</th>
<th>Typical Area Type: Conference Room</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Department:</strong></td>
<td>Venue Operations</td>
<td>Minimum Assignable Area (sqft):</td>
</tr>
<tr>
<td><strong>Function Description:</strong></td>
<td>Venue operations conference room</td>
<td>Minimum Clear Ceiling Height (ft):</td>
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<tr>
<td><strong>Preferred Adjacency:</strong></td>
<td>Administrative Offices</td>
<td>Acoustic Category (NR):</td>
</tr>
<tr>
<td><strong>Disabled Access:</strong></td>
<td>Yes</td>
<td>Occupant Load:</td>
</tr>
<tr>
<td><strong>Daylighting/Views:</strong></td>
<td>Yes</td>
<td>Occupants:</td>
</tr>
<tr>
<td><strong>Visual Privacy:</strong></td>
<td>No</td>
<td>Fire Separation (minutes):</td>
</tr>
<tr>
<td><strong>Interior Glazing:</strong></td>
<td>Yes</td>
<td>Exits Required:</td>
</tr>
</tbody>
</table>

### 2. Internal Finishes

- **Wall Finish:** Paint
- **Floor Finish/ Base:** Carpet
- **Floor Boxes:** Yes
- **Floor Drains:** No
- **Ceiling Finish:** Plasterboard ceiling
- **Ceiling Lighting:** Yes

### 3. Mechanical

- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Thermostatic Control:** Yes
- **Relative Humidity (%RH):** 40% - 50%
- **Ventilation (Air Changes/hr):** 8 (ASHRAE 62.1, Table D-1 Primary)
- **Pressure Control:** No
- **Exhaust Type:** HVAC Noise Level (dB): 40

### 4. Electrical

- **Luminaries:** LED
- **Levels (Lux):** 300
- **Load Density (W/m²):** 5
- **Type of Control:** Manual/ Auto
- **Motion Sensor:** Yes
- **Via BMS Control Room:** Yes
- **Emergency Lighting Levels (Lux):** 10.8
- **Audio and Video Equipment:** VCS, SCR, SIG, SVC

### 5. Public Health

- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Concealed
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Thermostatically Controlled:** No

### 6. Fire Protection

- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A

### 7. Security Equipment

- **Access Control**

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements
### AREA DATA SHEET

**Project Title:** National Western Center Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-17</th>
<th>Typical Area Type:</th>
<th>Maintenance Storage</th>
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<tbody>
<tr>
<td><strong>1. Area Information</strong></td>
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<tr>
<td>Department:</td>
<td>Venue Operations</td>
<td>Minimum Assignable Area (sqft):</td>
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<td>Function Description:</td>
<td>Main venue storage</td>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>To underside of slab</td>
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<td>Preferred Adjacency:</td>
<td>Underseat Circulation</td>
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<td>Disabled Access:</td>
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<td>Occupant Load:</td>
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<td>Daylighting/ Views:</td>
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<td>Facilities Management</td>
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<td>Fire Separation (minutes):</td>
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<td>Interior Glazing:</td>
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<td>Exit Required:</td>
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<td>Wall Finish</td>
<td>Porcelain tile</td>
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<td>Floor Finish/ Base:</td>
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<td>Floor Boxes:</td>
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<td>Ceiling Finish:</td>
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<td>Window Finish:</td>
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<td>Window Hardware:</td>
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<td><strong>2. Internal Finishes</strong></td>
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<tr>
<td>Area Temperature (°F) Winter:</td>
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<td>Area Temperature (°F) Summer:</td>
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<tr>
<td>Thermostatic Control:</td>
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<td>Ventilation Strategy:</td>
<td>100 % Fresh air and fan coil unit</td>
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<td>Relative Humidity (%RH):</td>
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<td>Mech Vent and Cooling Equip:</td>
<td>Fan coil unit and Air handling unit</td>
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<td>Humidity Control:</td>
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<td>Pressure Control:</td>
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<td>Exhaust Type:</td>
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<td><strong>3. Mechanical</strong></td>
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<td>Luminary:</td>
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<td>Levels (Lux):</td>
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<td>Motion Sensor:</td>
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<td>Control:</td>
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<td>Induction Loop:</td>
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<td>Via BMS Control Room:</td>
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<td>Emergency Lighting Levels (Lux):</td>
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<td><strong>4. Electrical</strong></td>
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<tr>
<td>Automatic Sprinkler:</td>
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<td>Sprinkler Type:</td>
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<td>Portable Hot Water:</td>
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<td>Foul Water Disposal:</td>
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<td><strong>5. Public Health</strong></td>
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<td>Standard Sprinklers Protection:</td>
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<td><strong>6. Fire Protection</strong></td>
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<td>Access Control, Intrusion Detection System</td>
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<td><strong>7. Security Equipment</strong></td>
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<td><strong>8. Furniture, Fittings and Equipment</strong></td>
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<td><strong>9. Notes and Additional Requirements</strong></td>
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## AREA DATA SHEET

### Project Title: National Western Center Arena

<table>
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<tr>
<th>Type ID:</th>
<th>AR-18</th>
<th>Typical Area Type:</th>
<th>Loading Dock Area</th>
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</table>

#### 1. Area Information
- **Department:** Venue Operations
- **Function Description:** Delivery vehicle loading space
- **Preferred Adjacency:** Central Production Kitchen
- **Disabled Access:** Yes
- **Daylighting/Views:** N/A
- **Visual Privacy:** N/A
- **Acoustic Category (NR):** 50
- **Occupant Load:** TBD
- **Exits Required:** TBD
- **Interior Glazing:** N/A
- **Fire Separation (minutes):** TBD
- **Interior Lighting:** Yes
- **Wall Finish:** Paint
- **Floor Finish/Base:** Sealed concrete
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** N/A
- **Ceiling Lighting:** Yes
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Neutral
- **Exhaust Type:** General
- **Luminaries:** LED
- **Load Density (W/m²):** 18
- **Type of Control:** Auto
- **Via BMS Control Room:** N/A
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Smoke Extraction:** Yes
- **HVAC Noise Level (dB):** 50

#### 2. Internal Finishes
- **Wall Finish:** Paint
- **Floor Finish/Base:** Sealed concrete
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** N/A
- **Ceiling Lighting:** Yes
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Neutral
- **Exhaust Type:** General
- **Luminaries:** LED
- **Load Density (W/m²):** 18
- **Type of Control:** Auto
- **Via BMS Control Room:** N/A
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Smoke Extraction:** Yes
- **HVAC Noise Level (dB):** 50

#### 3. Mechanical
- **Wall Finish:** Paint
- **Floor Finish/Base:** Sealed concrete
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** N/A
- **Ceiling Lighting:** Yes
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Neutral
- **Exhaust Type:** General
- **Luminaries:** LED
- **Load Density (W/m²):** 18
- **Type of Control:** Auto
- **Via BMS Control Room:** N/A
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Smoke Extraction:** Yes
- **HVAC Noise Level (dB):** 50

#### 4. Electrical
- **Wall Finish:** Paint
- **Floor Finish/Base:** Sealed concrete
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** N/A
- **Ceiling Lighting:** Yes
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Neutral
- **Exhaust Type:** General
- **Luminaries:** LED
- **Load Density (W/m²):** 18
- **Type of Control:** Auto
- **Via BMS Control Room:** N/A
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Smoke Extraction:** Yes
- **HVAC Noise Level (dB):** 50

#### 5. Public Health
- **Wall Finish:** Paint
- **Floor Finish/Base:** Sealed concrete
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** N/A
- **Ceiling Lighting:** Yes
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Neutral
- **Exhaust Type:** General
- **Luminaries:** LED
- **Load Density (W/m²):** 18
- **Type of Control:** Auto
- **Via BMS Control Room:** N/A
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Smoke Extraction:** Yes
- **HVAC Noise Level (dB):** 50

#### 6. Fire Protection
- **Wall Finish:** Paint
- **Floor Finish/Base:** Sealed concrete
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **CeilingFinish:** N/A
- **Ceiling Lighting:** Yes
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Neutral
- **Exhaust Type:** General
- **Luminaries:** LED
- **Load Density (W/m²):** 18
- **Type of Control:** Auto
- **Via BMS Control Room:** N/A
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Smoke Extraction:** Yes
- **HVAC Noise Level (dB):** 50

#### 7. Security Equipment
- **Wall Finish:** Paint
- **Floor Finish/Base:** Sealed concrete
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** N/A
- **Ceiling Lighting:** Yes
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Neutral
- **Exhaust Type:** General
- **Luminaries:** LED
- **Load Density (W/m²):** 18
- **Type of Control:** Auto
- **Via BMS Control Room:** N/A
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Smoke Extraction:** Yes
- **HVAC Noise Level (dB):** 50

#### 8. Furniture, Fittings and Equipment
- **Wall Finish:** Paint
- **Floor Finish/Base:** Sealed concrete
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** N/A
- **Ceiling Lighting:** Yes
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Neutral
- **Exhaust Type:** General
- **Luminaries:** LED
- **Load Density (W/m²):** 18
- **Type of Control:** Auto
- **Via BMS Control Room:** N/A
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Smoke Extraction:** Yes
- **HVAC Noise Level (dB):** 50

#### 9. Notes and Additional Requirements
As required for efficient operations
## AREA DATA SHEET

**Project Title:** National Western Center Arena

### Type ID: AR-19

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<tr>
<th>Typical Area Type: Garbage and Recycling</th>
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<tr>
<td><strong>Department:</strong> Venue Operations</td>
<td><strong>Minimum Assignable Area (sqft):</strong> 600</td>
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<tr>
<td><strong>Function Description:</strong> Main refuse and recycling facility</td>
<td><strong>Minimum Clear Ceiling Height (ft):</strong> To underside of slab</td>
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<tr>
<td><strong>Preferred Adjacency:</strong> Central Production Kitchen</td>
<td><strong>Acoustic Category (NR):</strong> 40</td>
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<tr>
<td><strong>Disabled Access:</strong> Yes</td>
<td><strong>Occuaptant (s):</strong> Waste Management</td>
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<td><strong>Daylighting/Views:</strong> No</td>
<td><strong>Exits Required:</strong> TBD</td>
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<td><strong>Visual Privacy:</strong> Yes</td>
<td><strong>Fire Separation (minutes):</strong> TBD</td>
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<tr>
<td><strong>Interior Glazing:</strong> No</td>
<td><strong>Wall Finish:</strong> Paint</td>
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<td><strong>Exterior Glazing:</strong> No</td>
<td><strong>Wall Finish:</strong> N/A</td>
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<tr>
<td><strong>Ceiling Lighting:</strong> Yes</td>
<td><strong>Ceiling Lighting:</strong> N/A</td>
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<td><strong>Area Temperature (°F) Winter:</strong> 60 ± 1</td>
<td><strong>Wall Finish:</strong> Signage</td>
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<tr>
<td><strong>Area Temperature (°F) Summer:</strong> 65 ± 1</td>
<td><strong>Wall Finish:</strong> Yes</td>
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<td><strong>Thermostatic Control:</strong> N/A</td>
<td><strong>Wall Finish:</strong> N/A</td>
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<td><strong>Relative Humidity (%RH):</strong> 40% - 50%</td>
<td><strong>Wall Finish:</strong> N/A</td>
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<td><strong>Ventilation (Air Changes/hr):</strong> 15 (ASHRAE 62.1, Table D-1 Primary)</td>
<td><strong>Wall Finish:</strong> N/A</td>
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<td><strong>Relative Pressure:</strong> Neutral</td>
<td><strong>Wall Finish:</strong> N/A</td>
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<td><strong>Pressure Control:</strong> No</td>
<td><strong>Wall Finish:</strong> N/A</td>
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<td><strong>Exhaust Type:</strong> General</td>
<td><strong>Wall Finish:</strong> N/A</td>
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<td><strong>Wall Finish:</strong> N/A</td>
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### 2. Internal Finishes

<table>
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<tr>
<th>Area Information</th>
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<tr>
<td><strong>Floor Finish/Base:</strong> Sealed concrete</td>
<td><strong>Door Finish:</strong> Powder coated aluminium</td>
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<tr>
<td><strong>Floor Boxes:</strong> No</td>
<td><strong>Door Finish:</strong> Push bar handle</td>
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<td><strong>Floor Drains:</strong> Yes</td>
<td><strong>Door Finish:</strong> N/A</td>
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<td><strong>Ceiling Finish:</strong> N/A</td>
<td><strong>Window Finish:</strong> N/A</td>
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<tr>
<td><strong>Ceiling Lighting:</strong> Yes</td>
<td><strong>Window Finish:</strong> N/A</td>
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### 3. Mechanical

<table>
<thead>
<tr>
<th>Mechanical</th>
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<tr>
<td><strong>Area Temperature (°F) Winter:</strong> 60 ± 1</td>
<td><strong>Heating:</strong> No</td>
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<tr>
<td><strong>Area Temperature (°F) Summer:</strong> 65 ± 1</td>
<td><strong>Cooling:</strong> No</td>
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<tr>
<td><strong>Thermostatic Control:</strong> N/A</td>
<td><strong>Mech Vent and Cooling Equip:</strong> Fan coil unit and Air handling unit</td>
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<tr>
<td><strong>Relative Humidity (%RH):</strong> 40% - 50%</td>
<td><strong>Mechanical Air Volume Control:</strong> Yes</td>
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<td><strong>Ventilation (Air Changes/hr):</strong> 15 (ASHRAE 62.1, Table D-1 Primary)</td>
<td><strong>Mech Vent Local User Control:</strong> No</td>
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<tr>
<td><strong>Relative Pressure:</strong> Neutral</td>
<td><strong>Mech Vent Local Indicator:</strong> Yes</td>
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<td><strong>Pressure Control:</strong> No</td>
<td><strong>Smoke Extraction:</strong> No</td>
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<td><strong>Exhaust Type:</strong> General</td>
<td><strong>Smoke Extraction:</strong> No</td>
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<tr>
<td><strong>HVAC Noise Level (dB):</strong> 40</td>
<td><strong>Smoke Extraction:</strong> No</td>
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### 4. Electrical

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<td><strong>Luminaries:</strong> LED</td>
<td><strong>Power Load Density (W/m2):</strong> 10</td>
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<td><strong>Levels (Lux):</strong> 150</td>
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<td><strong>Floor Boxes:</strong> N/A</td>
</tr>
<tr>
<td><strong>Type of Control:</strong> Manual</td>
<td><strong>Standby Power Required:</strong> No</td>
</tr>
<tr>
<td><strong>Control:</strong> Local</td>
<td><strong>Emergency Pull Cord:</strong> No</td>
</tr>
<tr>
<td><strong>Via BMS Control Room:</strong> N/A</td>
<td><strong>Induction Loop:</strong> No</td>
</tr>
<tr>
<td><strong>Emergency Lighting Levels (Lux):</strong> 10.8</td>
<td><strong>ITC Power Outlets:</strong> N/A</td>
</tr>
<tr>
<td><strong>Audio and Video Equipment:</strong> N/A</td>
<td><strong>Data Outlets:</strong> No</td>
</tr>
<tr>
<td><strong>Data and Voice Equipment:</strong> WLN</td>
<td><strong>Data and Voice Equipment:</strong> WLN</td>
</tr>
</tbody>
</table>

### 5. Public Health

<table>
<thead>
<tr>
<th>Public Health</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Automatic Sprinkler:</strong> Yes</td>
<td><strong>Gas Supply Type:</strong> N/A</td>
</tr>
<tr>
<td><strong>Sprinkler Type:</strong> Upright/Pendent</td>
<td><strong>Soil connection:</strong> No</td>
</tr>
<tr>
<td><strong>Sanitary Equipment:</strong> Sink</td>
<td><strong>Waste Connection:</strong> No</td>
</tr>
<tr>
<td><strong>Domestic Hot Water:</strong> No</td>
<td><strong>Shower Drain:</strong> No</td>
</tr>
<tr>
<td><strong>Potable Cold Water:</strong> No</td>
<td><strong>Grey Water Disposal:</strong> No</td>
</tr>
<tr>
<td><strong>Thermostatically Controlled:</strong> No</td>
<td><strong>Foul Water Disposal:</strong> Yes</td>
</tr>
</tbody>
</table>

### 6. Fire Protection

<table>
<thead>
<tr>
<th>Fire Protection</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard Sprinklers Protection:</strong> Yes</td>
<td><strong>Detection Type:</strong> Smoke Detector</td>
</tr>
<tr>
<td><strong>Preaction Sprinkler Protection:</strong> No</td>
<td><strong>Cold Smoke Clearance Control:</strong> Air-Conditioning</td>
</tr>
<tr>
<td><strong>Fire and Smoke Protection Type:</strong> N/A</td>
<td><strong>Fire and Smoke Alarm Type:</strong> RIN</td>
</tr>
</tbody>
</table>

### 7. Security Equipment

<table>
<thead>
<tr>
<th>Security Access, CCTV</th>
<th></th>
</tr>
</thead>
</table>

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements
### AREA DATA SHEET

#### Project Title: National Western Center Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-20</th>
<th>Typical Area Type:</th>
<th>Stairs</th>
</tr>
</thead>
</table>

#### 1. Area Information
- **Department:** Access and Circulation
- **Function Description:** Vertical circulation
- **Preferred Adjacency:** TBD
- **Disabled Access:** Yes
- **Daylighting/Views:** No
- **Visual Privacy:** No
- **Acoustic Category (NR):** N/A
- **Minimum Clear Ceiling Height (ft):** As Code Requires
- **Minimum Assignable Area (sqft):** Varies
- **Occupant Load:** TBD
- **Energy Separation (minutes):** TBD
- **Exits Required:** TBD

#### 2. Internal Finishes
- **Wall Finish:** Paint
- **Floor Finish/ Base:** Sealed concrete
- **Ceiling Finish:** N/A
- **Floor Boxes:** No
- **Floor Drains:** No
- **Ceiling Lighting:** N/A
- **Floor Drains:** No
- **Ceiling Finish:** N/A
- **Wall Finish:** Paint

#### 3. Mechanical
- **Area Temperature (°F) Winter:** N/A
- **Area Temperature (°F) Summer:** N/A
- **Thermostatic Control:** N/A
- **Relative Humidity (%RH):** N/A
- **Humidity Control:** N/A
- **Ventilation (Air Changes/hr):** N/A
- **Relative Pressure:** N/A
- **Pressure Control:** No
- **Exhaust Type:** N/A
- **HVAC Noise Level (dB):** 40

#### 4. Electrical
- **Luminaries:** LED
- **Levels (Lux):** 100
- **Load Density (W/m²):** 4
- **Type of Control:** Auto
- **Motion Sensor:** Yes
- **Control:** Zoned
- **Via BMS Control Room:** Yes
- **Emergency Lighting Levels (Lux):** 10.8
- **Audio and Video Equipment:** N/A

#### 5. Public Health
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinkler Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A

#### 6. Fire Protection
- **Detection Type:** Smoke Detector
- **Cold Smoke Clearance Control:** N/A
- **Fire and Voice Alarm Type:** MCP, VAD

#### 7. Security Equipment
- N/A

#### 8. Furniture, Fittings and Equipment

#### 9. Notes and Additional Requirements
### Project Title: National Western Center Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>AR-21</th>
<th>Typical Area Type:</th>
<th>Underseat Circulation</th>
</tr>
</thead>
</table>

**1. Area Information**

- **Department:** Access and Circulation
- **Function Description:** Horizontal circulation
- **Preferred Adjacency:** N/A
- **Disabled Access:** Yes
- **Daylighting/Views:** No
- **Visual Privacy:** No
- **Interior Glazing:** No
- **Typical Area Type:** Underseat Circulation
- **Minimum Assignable Area (sqft):** TBD
- **Occupant Load:** TBD
- **Exits Required:** TBD

**2. Internal Finishes**

<table>
<thead>
<tr>
<th>Wall Finish</th>
<th>Paint</th>
<th>Signage</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Finish/ Base</td>
<td>Sealed concrete</td>
<td>Doors Finish:</td>
<td>Powder coated aluminium</td>
</tr>
<tr>
<td>Floor Boxes:</td>
<td>No</td>
<td>Door Hardware:</td>
<td>Pull bar handle</td>
</tr>
<tr>
<td>Floor Drains:</td>
<td>Yes</td>
<td>Door Access:</td>
<td>Swipe card</td>
</tr>
<tr>
<td>Ceiling Finish:</td>
<td>Paint</td>
<td>Window Finish:</td>
<td>N/A</td>
</tr>
<tr>
<td>Ceiling Lighting:</td>
<td>Yes</td>
<td>Window Hardware:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**3. Mechanical**

- **Area Temperature (°F) Winter:** 60 ± 1
- **Area Temperature (°F) Summer:** 65 ± 1
- **Thermostat Control:** N/A
- **Relative Humidity (% RH):** 40% - 50%
- **Ventilation Strategy:** Fan coil unit and Air handling unit
- **Ventilation (Air Changes/hr):** 8 (ASHRAE 62.1, Table D-1 Primary)
- **Relative Pressure:** Neutral
- **Exhaust Type:** N/A
- **HVAC Noise Level (dB):** 40

**4. Electrical**

- **Luminaries:** LED
- **Power Load Density (W/m²):** 5
- **Levels (Lux):** 200
- **Load Density (W/m²):** 4
- **Type of Control:** Auto
- **Control:** Zoned
- **Via BMS Control Room:** Yes
- **Emergency Lighting Levels (Lux):** 10.8
- **Audio and Video Equipment:** N/A
- **Power Sockets:** TBD
- **Floor Boxes:** N/A
- **Induction Loop:** No
- **ITC Power Outlets:** N/A
- **Data Outlets:** N/A
- **Data and Voice Equipment:** N/A

**5. Public Health**

- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Gas Supply Type:** No
- **Soil connection:** No
- **Waste Connection:** Yes
- **Shower Drain:** No
- **Grey Water Disposal:** Yes
- **Foul Water Disposal:** Yes
- **Detection Type:** Smoke Detector
- **Cold Smoke Clearance Control:** N/A
- **Fire and Voice Alarm Type:** MCP, VAD

**6. Security Equipment**

- **N/A**

**7. Furniture, Fittings and Equipment**

**8. Notes and Additional Requirements**
Section 2
Expo Hall

2.1. PURPOSE

a. The new Expo Hall is intended to be a multi-purpose facility that provides 200,000 sq. ft. of flexible main exhibition space, a 25,000 sq. ft. ballroom/banquet hall/exhibit space, and 20,000 sq. ft. of additional flexible space for events, meetings and smaller exhibits.

b. The Expo Hall shall also include front-of-house circulation and concession space and back-of-house support areas.

c. The new Expo Hall facility shall also be designed to be an ADA compliant facility accommodating overflow and local events currently associated with the Colorado Convention Center. Local events like the Colorado Garden and Home Show, Denver Auto Show and the State Volleyball Championships may occur here, giving additional opportunities for larger convention events at the Convention Center.

d. Unless otherwise specified in this Section 2, the Developer is responsible for meeting all of the requirements set out in this Section.

2.2. OVERVIEW OF REQUIREMENTS

a. The Expo Hall shall include the following elements:

i. 200,000 sq. ft. of leasable contiguous exhibit space on one level that is divisible into separate exhibit spaces, has multiple entry points with dedicated lobby and pre function space, with a centralized loading dock and service corridors to accommodate all configurations of space;

ii. 25,000 sq. ft. of leasable ballroom and exhibit flex space;

iii. 20,000 sq. ft. of leasable meeting room and exhibit flex space;

iv. event operations administration, and maintenance offices;

v. general storage;

vi. reheating kitchen/catering facilities (the New Arena will have the primary campus kitchen);

vii. food and beverage dry and conditioned storage;

viii. staff and performance changing rooms and breakrooms;

ix. public and staff restrooms, including family restrooms;

x. lobbies and pre-function areas;

xi. circulation areas including space for security scanning equipment should it be required for specific events;

xii. vertical circulation – stairs, escalators, and elevators as required;

xiii. fixed and portable concessions and other points of sale;

xiv. mechanical, electrical, data/IT and other utility services rooms;

xv. first aid/security;

xvi. loading dock, service yard, loading area and outside broadcast connectivity spaces; and

xvii. modern technology in support of event production and patron expectations such as Wi-Fi and cell phone access throughout the facility.
b. The Expo Hall back-of-house area and the New Arena back-of-house area (loading docks, service corridors, catering facilities, food and general storage, administration and operations offices, on-site parking, etc.) may be connected and combined provided it does not negatively impact operational effectiveness of either facility or a combined facility.

c. Notwithstanding the statement above, the Expo Hall shall be developed to ensure it can operate both to support the New Arena as well as a separate facility with its own services and operating facilities where functionally needed. The Expo Hall shall be developed so that it is capable of hosting events of various scale, magnitude, use and attendance requiring exhibition areas that can be broken down into smaller spaces as needed for smaller events.

d. With the focus being on the flexibility for different configurations of exhibition space, all other support services and spaces shall be within close proximity of the event spaces.

e. Flex space shall be designed to maximize flexibility and be used interchangeably as exhibit space, art gallery, ballroom or banquet hall space based on event needs.

f. All spaces shall be well designed, safe and flexible facility with the required infrastructure and equipment to effectively accommodate simultaneous events.

g. Supporting front-of-house pre function space shall be aesthetically pleasing, highly functional, and able to accommodate multiple uses such as registration tables, gathering places before/after event, receptions/social events, event lounges, pop up meetings, exhibits, etc.

h. There are two major operational modes to be considered in the development of the Expo Hall. Developer shall provide a design that accommodates both scenarios and enables flexibility for additional operational modes:

   i. Stock Show; and

   ii. sports events, music concerts, conventions, banquets & trade shows

i. In each of these scenarios the utilization of spaces to support each other, whether external to the Expo Hall or internally within, will be paramount to the operational success of the facility.

2.3. FRONT OF HOUSE

a. The front of house areas shall comprise security, entrance lobbies, exhibition halls, meeting spaces, connecting concourses/circulation, restrooms and food and beverage concessions.

b. Circulation and common spaces shall be designed to ensure public attendees are provided comfortable space standards in all event configurations.

c. Restroom facilities shall be provided based on a 50:50 male:female attendee split and arranged to be convenient so not more than 400 linear feet of travel is necessary to access the closest restroom. Provision of facilities shall be in line with requirements for a building of this type, including the provision of family restrooms. Each restroom block shall include a janitor’s closet of a minimum size of 40 sq. ft.

d. Permanent food and beverage concessions shall be provided. The Developer shall size concession areas based on the projected maximum population of the halls. A minimum provision of 1 electronic point of sale shall be provided for each 200 visitors.

e. Locations for portable temporary food, beverage and merchandising concessions shall be provided in the common circulation spaces. Power and data shall be provided to each of
these locations. The operator of the portable concession unit will be required to provide any specialty equipment required by them to operate their unit.

f. Due to the level of operational flexibility required, Developer shall ensure Class 3 light trucks, up to 14,000 lbs. can access all public areas and the pre-event spaces.

g. Sufficient storage areas for the concession points shall be provided by the Developer to ensure deliveries are not required during event times.

h. Facilities for exhibition and conference attendees with access directly from the main circulation area, these include but are not limited to:
   i. a welcome desk with space for a minimum of 4 guest supervisors seated behind a ‘front desk’;
   ii. a box office with a minimum of 10 interior ticket windows;
   iii. first aid/security points;
   iv. information points;
   v. cloakrooms;
   vi. restrooms; and
   vii. child/family friendly areas.

i. Public areas shall be of a good functional and decorative standard to reflect the typical standards of comparative Expo Halls.

j. The main entrance and public areas shall have finishes that are of a high standard to include highly wearable floors, durable wall materials and finishes and concealed mechanical services made possible by way of fixed or suspended ceilings.

k. The front of house facilities in the Expo Hall shall be designed to support the event spaces and offer flexibility to host small events within the common circulation spaces.

2.4. EXPO HALL

a. The main Expo Hall shall be a 200,000 sq. ft. contiguous exhibition space on one level which can be flexibly sub divided into areas of approximately 50,000 sq. ft. which can operate independently from each other. Minimum clear height shall be 40 ft.

b. Segregation within the Expo Hall shall be achieved using moveable walls that offer physical, acoustic, environmental, and fire segregation.

c. The main hall areas shall provide direct access (street level, or via ramps) for class 7 heavy trucks, up to 33,000 lbs. for deliveries and loading without double handling of materials.

d. Finishes within the Expo Halls shall be functional and robust including concrete masonry unit walls to a minimum height of 8 ft., in floor and overhead exposed services, and a sealed concrete floor.

2.5. FLEXIBLE EXHIBIT / BALLROOM / BANQUET SPACE

a. 25,000 sq. ft. of flexible exhibit / art gallery / ballroom / meeting space with a minimum clear height of 30 ft. shall be provided and it shall be designed to function with seating arranged in banquet, theatre, or classroom style.

b. The space shall be highly flexible and shall offer a range of space configurations from 2,000 sq. ft. upwards. The room shall have state-of-the-art lighting, acoustic and information technology systems to support a wide range of events.
c. The ballroom/banquet space shall be served by a pre-function space that is sized to accommodate the maximum capacity of the ballroom in theatre arrangement which is expected to be approximately 2,500 people.

d. The ballroom shall be accessible both from the general Expo Hall circulation space and shall also be capable of operating as a 'stand-alone' space.
e. During the Stock Show event period, the ballroom is expected to host the annual Coors Art Show. Therefore, the design shall integrate the necessary materials and systems to hang art on the wall and light individual pieces from a track lighting system above.

2.6. MEETING ROOMS

a. A total of 20,000 sq. ft. of flexible meeting spaces shall be included within the Expo Hall. These spaces shall provide hotel-quality meeting spaces including state-of-the-art lighting, acoustic and Information Technology systems to support meetings.
b. These rooms shall be designed to offer meeting spaces from 800 sq. ft. upwards with each room having a minimum recommended clear height of 20 ft.

2.7. BACK OF HOUSE

a. The back-of-house areas shall be provided by Developer to be the primary staff and maintenance access for event operations to the venue and shall contain the main loading and unloading dock for events and equipment. This area shall also include administration offices, staff and event organizers changing rooms, small kitchen and pantries, storage, equipment storerooms and utility services.
b. At the loading dock, there shall be an appropriate number of loading bays to allow efficient loading for major exhibitions and trade shows, with a minimum of 4 loading bays reserved during the Stock Show events for the unloading of animals into holding pens.
c. Back-of-house facilities shall also include areas such as:
   i. administrative and management offices;
   ii. fixtures, furniture and equipment storage spaces; and
   iii. maintenance office and work areas.

2.8. EVENT OPERATIONS

a. Event operation requirements shall be incorporated within the design in respect to the wide-ranging requirements of scales of the size of equipment needed within a flexible Expo Hall facility.
b. Operation requirements that shall be incorporated within the design include, but are not limited to:
   i. the minimum clear span needed for the exhibit halls;
   ii. mechanical, electrical and plumbing control areas;
   iii. easy access and control of equipment; and
   iv. fire egress strategy for different event sizes and configurations.
c. Developer shall verify structural support needed to bear the load from a ceiling for a touring event.

2.9. STRATEGIC ADJACENCY DIAGRAMS

a. Requirements for adjacency of event spaces are shown in Figure 9-1 below.
b. Requirements for circulation and access routes are shown in Figure 9-2 below.

**Figure 9-1: Strategic Adjacency Diagram**
2.10. FACADE ENGINEERING

a. The exterior envelope of the Expo Hall shall be designed to respond to Denver environmental conditions, security requirements and relevant material properties guidance or best practice. All façade systems shall be integrated with technical requirements of items such as cleaning systems, feature lighting, CCTV and public address systems.

b. The facade design will have a significant impact on the measurable sustainability of the building fabric; therefore, Developer shall consider in its design process how façade design contributes to the required LEED Gold Certification.

2.11. LOGISTICS

a. The design of the Expo Hall shall include a strategy for the expected daily delivery and servicing requirements for the Expo Hall in its different operational scenarios, which shall be coordinated with other similar daily requirements on the Site.

b. The logistics strategy shall form the design basis for the separate buildings and facilities. Developer’s logistics strategy shall demonstrate logical, efficient and secure facilities for the operation of the Expo Hall in all modes.

c. Developer shall ensure equipment required during the Stock Show can be removed without affecting the operability of the venue.

d. Developer’s design process shall develop appropriate strategies to define requirements for delivery, preparation, and serving of food to ensure the Expo Hall provides efficient facilities.

2.12. MAINTENANCE AND ACCESS

Figure 9-2: Circulation Routes

Exhibition Hall Circulation

Key:
- Human Circulation

Exhibition Hall

General Spectators

General Entrance

Figure 9-2: Circulation Routes
a. The design shall consider and provide safe, economical and efficient maintenance opportunities for the removal, cleaning and replacement of building elements throughout the life of the building.

b. Where building components require periodic inspection and cleaning, the design shall consider access routes, equipment replacement and any factors required to achieve inspection and cleaning in a safe and timely manner to maximize efficiency and design life.

c. The Developer shall develop a detailed Maintenance Access and Cleaning Strategy for building elements providing safe access and working practice.

2.13. CROWD MODELLING

a. The Expo Hall will experience peaks of spectator and visitor access, circulation, and egress. The Developer shall demonstrate through Computational Fluid Dynamic modelling best practice for ingress and egress for the two operational modes and submit such modeling to the City for approval.

b. These models shall demonstrate the comfort and safety of visitors, along with defining areas for queuing, security control, and any delays caused by operational overlay related to major events to assess ingress and egress to ensure the safety of all occupants at all times, in all operational modes.

c. Ingress patterns shall demonstrate safe and efficient passage of attendees into the Expo Hall prior to an event. Exit patterns must be demonstrated for normal and emergency exit modes.

2.14. INTERIOR

2.14.1 General

a. The interior character of the Expo Hall shall maximize visual interest through the incorporation of distinctive architectural elements.

b. The Expo Hall design shall minimize interior structural columns.

2.14.2 Interior Partitions/Walls (including the interior of exterior walls)

a. In back of house and circulation areas, Developer shall provide concrete (cast-in-place or pre-cast panels) or concrete block to 8 feet high minimum with metal stud and gypsum board to structure, all finished and painted.

b. In the lobby /common area, Developer shall provide metal studs at 16 inch intervals on center, with 5/8 inch gypsum board, all finished and painted.

c. In offices, Developer shall provide metal studs at 16 inch intervals on center, with 5/8 inch gypsum board throughout. If offices are built within circulation areas, protective corners and wainscot bumpers shall be applied to gypsum board walls facing these areas.

d. Developer shall provide acoustic insulation in walls surrounding mechanical and electrical rooms, ductwork/piping chases, private offices, and conference rooms.

e. Developer shall provide insulation in exterior wall framing/furring (as applicable for offices, restrooms, conference rooms, etc.) to enhance the r-value of concrete, concrete masonry unit, and or metal-sided exterior wall assemblies.

f. Developer shall provide interior partitions/walls (including the interior of exterior walls).

2.14.3 Stairs / Stairwells

a. Developer shall provide at a minimum:
i. walls of painted grout filled concrete masonry unit or concrete (cast in place or pre-cast) construction;
ii. steel stair structure with concrete filled pans for steps and landings; and
iii. painted steel handrails and guardrails throughout.

2.14.4 Elevators and Escalators
b. If the Developer’s design for the Expo Hall includes multiple levels, the design shall include at least:
   i. two (2) 3,000 lb. passenger 2-stop elevators;
   ii. two (2) Class B freight 2-stop elevator; and
   iii. two (2) single rise (18’-20’) escalators.

2.14.5 Interior Finishes
a. The City shall have final approval for all color combinations and finishes.
b. The Expo Hall shall be designed and constructed with non-combustible materials.
c. During design Developer shall develop the selection of finish type, sizes, etc. for:
   i. wall tile;
   ii. floor tile;
   iii. carpet tile;
   iv. concrete floor finishes;
   v. acoustic ceiling tile; and
   vi. paint,
in accordance with this Section 2.14.5, and submit the same to the City for its approval.

d. The minimum requirements for the interior finishes for floors, walls and ceilings are set out in the table below.

<table>
<thead>
<tr>
<th>Area</th>
<th>Floors</th>
<th>Walls</th>
<th>Ceilings</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sealed concrete with smooth finish, with walk off mats provided at entries to office areas; temporary event carpet broadloom sections for events.</td>
<td>Painted gypsum board or concrete masonry unit.</td>
<td>Acoustic ceiling tiles.</td>
</tr>
<tr>
<td>i. Expo Hall</td>
<td>Carpet tile or broadloom with straight rubber base.</td>
<td>Painted gypsum board or concrete masonry unit, vinyl wall coverings in ballroom, banquet, and meeting rooms</td>
<td>Acoustic ceiling tiles.</td>
</tr>
<tr>
<td>ii. Offices / ballrooms / banquet hall / meeting rooms / conference rooms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area</td>
<td>Floors</td>
<td>Walls</td>
<td>Ceilings</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>iii. Hallways</td>
<td>Carpet tile with straight rubber base</td>
<td>Painted gypsum board, glazing.</td>
<td>Acoustic ceiling tiles.</td>
</tr>
<tr>
<td>iv. Back of house areas</td>
<td>Sealed concrete, with walk off mats provided at entries to office areas; no wall base.</td>
<td>Washable painted concrete, concrete masonry unit, or water-resistant gypsum board, with wall protection (bumpers) provided</td>
<td>Painted single color, including structure, deck, and all exposed wiring, service conduits, piping, ductwork, etc.</td>
</tr>
<tr>
<td>v. Concessions / pantries / break rooms</td>
<td>Sealed concrete; no wall base.</td>
<td>Washable painted concrete, concrete masonry unit, or water-resistant gypsum board.</td>
<td>Exposed structure, painted single color, including structure, deck, and all exposed wiring, service conduits, piping, ductwork, etc. Use of salvaged yard materials hug to create false ceiling plane encouraged.</td>
</tr>
<tr>
<td>viii. Elevator</td>
<td>Tile with tile base to match lobby.</td>
<td>Interior finishes of the passenger/service elevator are to be durable and comply with ADA guidelines.</td>
<td></td>
</tr>
<tr>
<td>ix. Restrooms</td>
<td>Tile with tile base.</td>
<td>6’ high tile on water resistant gypsum board on wet walls; painted above to ceiling. Painted water-resistant gypsum board on other walls.</td>
<td>Painted water-resistant gypsum board</td>
</tr>
<tr>
<td>x. Storage rooms and janitor closets</td>
<td>Epoxy painted concrete</td>
<td>Epoxy painted concrete masonry unit or water-</td>
<td>Epoxy painted water-resistant gypsum board</td>
</tr>
</tbody>
</table>
Project Agreement
Schedule 15, Design and Construction Requirements
Section 2, Expo Hall

City and County of Denver
National Western Center Triangle Project

Addendum #2
March 5, 2020

<table>
<thead>
<tr>
<th>Area</th>
<th>Floors</th>
<th>Walls</th>
<th>Ceilings</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>resistant gypsum board.</td>
<td></td>
</tr>
</tbody>
</table>

h. The additional requirements for other interior finishes are set out in the Area Data Sheets provided in Annex 15.1-A. If a conflict exists, the Area Data Sheets take precedent.

g. The minimum requirements for other interior finishes are set out in the table below.

<table>
<thead>
<tr>
<th>Finish</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Millwork</td>
<td>Developer shall provide, at a minimum, cabinets, counters, shelving and cupboards generally to be constructed of plywood or fiberboard core with plastic, stainless steel or timber effect laminate finish depending on location.</td>
</tr>
<tr>
<td>ii. Doors, frames and hardware</td>
<td>At a minimum, Developer shall provide:</td>
</tr>
<tr>
<td>A.</td>
<td>regular doors – 18-gauge hollow metal doors in 16-gauge pressed steel framed throughout except stained hardwood veneer solid core wood doors in the office areas;</td>
</tr>
<tr>
<td>B.</td>
<td>entry doors – energy efficient, glazed pre-finished aluminum doors with continuous hinges and automatic closers;</td>
</tr>
<tr>
<td>C.</td>
<td>overhead service doors – electrically operated and chain operated back-up 18-gauge galvanized steel slat type rolling door. Interior overhead doors (if any) to be uninsulated; exterior doors to be complete with insulated slats and weather stripping;</td>
</tr>
<tr>
<td>D.</td>
<td>coiling overhead grilles – concession counters to be fitted with a pre-finished aluminum rolling solid slat door. Height to be from counter to 8'-0&quot; above finish floor. Grille coil within overhead space;</td>
</tr>
<tr>
<td>E.</td>
<td>hardware – heavy duty commercial/institutional grade hardware to suit the functional requirements of the building, based on ANSI series standards. Consideration made for campus wide hardware consistency and accommodations for security systems;</td>
</tr>
<tr>
<td>F.</td>
<td>panic devices and alarm capability fitted on all exit doors. All hardware to be ADA approved. All interior doors to have lever type hardware.</td>
</tr>
</tbody>
</table>

iii. Window accessories

<table>
<thead>
<tr>
<th>Developer shall provide:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Commercial grade blinds and other passive light-directing accessories to be applied to all exterior windows.</td>
</tr>
<tr>
<td>B. Commercial grade blinds provided within individual offices with interior windows.</td>
</tr>
<tr>
<td>Finish</td>
</tr>
<tr>
<td>--------</td>
</tr>
</tbody>
</table>
| iv. Restrooms | a. Restroom accessories shall be stainless steel construction for the mirrors, grab bars, shower accessories, soap dispensers, paper towel dispensers, waste paper units, and toilet paper dispensers.  

b. Toilet partitions shall be ceiling hung with factory applied painted metal finish. All hardware and fittings shall be stainless steel. |
| v. Metal Lockers | Pre-finished steel lockers shall be 1'-0” wide and 1'-6” deep with sloping tops in 4-tier configuration and expanded metal mesh fronts to be installed at break rooms. |
| vi. Interior Building Graphics Signage and Wayfinding | a. A complete graphics system throughout the facility shall clearly identify all entrances, exits, and service areas/levels, toilet facilities, and administrative and tenant offices. All graphics shall meet applicable codes, regulations, and campus standards.  

b. Individual signs shall be provided to each door throughout to identify all staff rooms, building services, storage and all mechanical and electrical rooms. |

2.15. **FURNITURE FITTINGS AND EQUIPMENT**

The building, public realm, service areas and infrastructure are to include all elements of FF&E and consumables that are required to host staff and visitors in all operational modes. The final area-by-area list of these will be submitted by the Developer in the form of an FF&E Asset Register.

2.16. **ACOUSTIC TREATMENT**

Acoustic treatments (baffles, hanging panels, wall panels, materials, finishes, etc.) shall be used as required to provide acceptable levels of ambient noise control and minimize reverberation time.

2.17. **STRUCTURAL**

Developer shall, at a minimum, provide structural roof framing and enclosure system to accommodate photovoltaic panels, green roof application, and other roof top uses.

2.18. **MECHANICAL**

2.18.1 General Requirements

a. The mechanical systems shall provide year-round control of temperature, humidity, air circulation, ventilation, and air cleaning to the degree required to ensure the safe and efficient use of space by occupants, animals, and equipment.

b. The design shall provide a complete mechanical, plumbing and fire protection design for the facility in accordance with the issuance of site-specific program requirements.

c. Consideration for the connection to the campus-wide energy system (temperate water loop provided through sewer heat recovery) shall be required for the appropriate selection of mechanical HVAC equipment.

d. Developer shall be responsible for the complete performance of all systems; the provided systems shall be fully coordinated between disciplines, trades and existing conditions,
functional and consistent with the architectural design developed for the buildings along with site specific facility functional requirements.

e. Developer shall provide positive air pressure for the office space in areas adjacent to the arena areas.

2.18.2 Design Calculations, Computer Modelling and Simulation Detailed

a. Cooling load/heating load calculations shall be undertaken to determine maximum cooling load/heating load, and profiles of cooling load/heating load considering of the heat transfer through structural components (i.e. curtain or external walls, glass windows, floors, ceilings and roofs), infiltration and ventilation, and the occupancy, population, type of activities, ventilation requirement, etc.

b. The maximum calculated cooling and heating loads shall be used to determine the size of the cooling and heating equipment. The number of systems and equipment selected shall be determined in a way to achieve optimum operating efficiency of the mechanical systems. The Expo Hall ventilation systems shall be designed to function with positive pressure conditions to minimize uncontrolled infiltration and associated dirt/dust ingress.

c. Modelling standards are to be proposed by Developer at the outset of the design process.

2.18.3 Heating Ventilation and Air Conditioning (HVAC)

a. Developer shall design inside conditions for spaces as follows:

<table>
<thead>
<tr>
<th>Area</th>
<th>Summer</th>
<th>Winter</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. administrative offices and hallways</td>
<td>78˚F</td>
<td>65˚F</td>
</tr>
<tr>
<td>ii. employee support areas, restrooms and breakrooms (provide direct exhaust to the outside as required per ASHRAE for restrooms)</td>
<td>78˚F</td>
<td>65˚F</td>
</tr>
<tr>
<td>iii. electrical and mechanical rooms</td>
<td>ventilation</td>
<td>55˚F</td>
</tr>
<tr>
<td>iv. event areas and meeting spaces</td>
<td>78˚F</td>
<td>65˚F</td>
</tr>
</tbody>
</table>

b. HVAC controls shall be 100% native BAC Net and shall control the building automation system, lighting control system, provide for graphic user interface, be capable of self-commissioning and provide printable results. The system shall be capable of maintaining a space temperature of plus or minus 2 degrees from set point.

c. A distributed logic control system complete with all software and hardware functions shall be provided and installed. This system is to control all mechanical equipment, including all unitary equipment such as VAV boxes, heat pumps, fan-coils, AC units, etc., and all air handlers, boilers, chillers, and any other listed equipment using native BACNet-compliant components. Non-BACnet-compliant or proprietary equipment or systems (including gateways) shall not be acceptable and are specifically prohibited.

d. The Building Automation System shall connect to the lighting control system using BACnet.

e. BACnet IP is the preferred integration method.

2.19. PLUMBING

a. Developer shall confirm availability of adequate municipal water service pressure. If water pressure is not sufficient to meet the water supply system requirements, Developer shall
provide a triplex booster pump package with each pump sized for 50 percent of calculated peak demand.

b. Chemical analysis and water treatment (if required) shall be provided to ensure compliance with all applicable codes.

c. The potable water distribution system shall be provided with backflow preventers as required in the Project Standards to protect against the back flow of water or other liquids from all sources.

d. The Expo Hall shall be designed with dual piping to permit the use of reclaimed water for toilet flushing and to serve cooling towers, vehicle washing, green roof irrigation, or other permissible uses.

e. The Expo Hall shall be provided with hose bibbs at every 50 feet around the perimeter of the exterior. Exterior hose bibbs shall be non-freeze type and shall be protected from physical damage as required. Developer shall provide exterior rooftop hose bibbs within 25 feet of rooftop mounted HVAC equipment (if applicable).

f. High efficient type water heaters shall be located near the area served but may also be wall-mounted in custodial closets to increase usable floor area. Long hot water runs and hot water re-circulation systems shall be avoided to the extent possible. Hot water re-circulation systems shall not be used for pipe runs shorter than 50 ft. Point-of-use electric water heaters shall be used for lavatories and hand sinks located away from the domestic hot water mains in the building, if an evaluation shows that they are equal to or more efficient than using a hot water recirculation system. Developer shall use electric tank type or tankless water heaters, unless proven more economical to use gas fired type water heaters for the facility.

g. The requirements for water fixture types are as follows:

<table>
<thead>
<tr>
<th>Finish</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Water closets</td>
<td>Developer shall provide white vitreous china office and industrial type with elongated bowl, exposed large diaphragm top supply flush-o-meter with side oscillating handle, siphon jet wall outlet, wall hung on heavy-duty chair carrier, and white open front molded plastic seat.</td>
</tr>
<tr>
<td>ii. Urinals</td>
<td>Developer shall provide white vitreous china, bowl type with integral flush distribution, wall hung with integral trap and extended shields, blowout or siphon jet flushing action, large exposed diaphragm handle operated flush-o-meter</td>
</tr>
<tr>
<td>iii. Lavatories</td>
<td>Developer shall provide white vitreous china straight back with single center set compression faucets, strainer drain, angle stops, complete with adjustable type P-trap with separate long tube to wall.</td>
</tr>
<tr>
<td>iv. Mop sinks</td>
<td>In custodial closets and custodial storage, Developer shall provide floor receptor type sinks, complete with faucet.</td>
</tr>
</tbody>
</table>

h. The following water efficiency standards are required unless more restrictive values are required by code or LEED Protocol:

i. maximum water use allowed for a lavatory is 0.8 gal/min;

ii. maximum water use for breakroom/kitchen faucets and showerheads is 1.5 gal/min; and
iii. maximum water use allowed in gallons per flush for any water closets is 1.0 gal/flush and urinals is 0.25 gal/flush.

2.20. FIRE PROTECTION

2.20.1 Fire Alarm/Protection

a. Developer shall provide fully sprinklered, wet pipe system as required by NFPA code. Fire extinguishers and cabinets shall be provided as required by the Project Standards.

b. Developer shall provide sprinkler systems where required by local code. Sprinkler systems shall be designed in accordance with NFPA 13, Installation of sprinkler systems, shall be carried out using the hydraulic method for pipe sizing. Non-potable water may be selected as water source if available and permitted by local jurisdiction.

c. Dry systems shall be used for any area where freezing temperatures could occur.

d. Standpipe systems shall be designed to meet local code requirements and NFPA 14 (Standards for the Installation of Standpipe and Hose Systems).

e. Smoke detectors shall be installed in air handling systems, in accordance with NFPA 90A, and local codes, Installation of air conditioning and ventilating systems, to automatically shut down the fan for that system and to indicate an alarm at the facility fire alarm panel. For air handling systems not specifically included under NFPA 90A, smoke detectors shall be provided as required by the local code.

f. Sprinkler flow alarms, smoke detectors, heat detectors and other detection devices shall be provided in accordance with the Project Standards.

2.20.2 Fire Alarm System

a. Audible alarms shall be provided by the Developer and shall be distinctly audible in all areas of the facility. Strobe type visual alarms shall be visible in all habitable areas of the facility, including but not limited to locker rooms, lounge areas, toilet rooms, lunch rooms and vending machine areas. Special tactile alarm devices shall be installed as required by the Project Standards.

b. Visual and audible evacuation alarms shall be installed by the Developer in all facilities as required by local code. The alarms shall be automatically activated when the fire alarm panel is not constantly attended. In facilities not continuously occupied, alarm signals shall be automatically transmitted to local fire departments or central station supervisory services, unless this is not permitted by the local authority.

c. Fire alarm pull station boxes shall be red and may be either the break-glass type or open door, pull-lever type. The Developer shall provide suitable protection and markings where required. Alarm boxes shall be located so that the travel distance to the nearest fire alarm box shall not exceed 200 ft. measured horizontally on the same floor along the routes of egress (where applicable). Fire alarm wiring shall be routed as required by the Project Standards.

2.21. ELECTRICAL

2.21.1 Genera

a. The electrical design shall be complete and shall cover all phases of the project. Information related to the adequacy, dependability, number, characteristics and regulation of the supply lines, recommended interrupting capacity of main fuses or circuit breakers total connected load and estimated demand shall be furnished with the design.

b. Electrical service shall include 20% future spare capacity to allow for expansion without significant interruptions to ongoing operations.
2.21.2 Power Service
   a. Design for distribution systems shall include all computations for transformer capacities, interrupting capacity of substation secondary breakers and calculations for sizing the primary and secondary feeders, including voltage drop.
   b. Incoming electrical service shall consist of the incoming power supply line(s), transformer(s), when required, meter and fused main disconnect switch(es), or main circuit breaker(s). Incoming service shall be selected to ensure and maintain the lowest and most economical rate possible.

2.21.3 Uninterrupted Power Supply
   a. Developer shall provide uninterrupted power supply in the Expo Hall to ensure that any anomaly (dips, surges etc.) on the respective power network (grid or generator) has no influence on Expo Hall floor.
   b. Uninterrupted power supply systems are also to be provided for IT and appropriate Life Safety Systems associated to each building. The uninterrupted power supply systems shall be designed in accordance with the relevant suite of documents and International Standards and best practice documents which are to be proposed during the design process.

2.21.4 Photovoltaic Service
   Developer shall make accommodation for rooftop mounted photovoltaic power generation source. Developer shall provide interconnection with public utility service in the main electrical room.

2.21.5 Power Distribution
   a. The Developer shall provide and maintain a clear floor space dimension in front of electrical panelboards and equipment as required by the National Electric Code.
   b. Panelboards shall be sized such that all demand and diversity factors allowed by code and local authority shall be applied to load determination calculations and shall include twenty percent spare capacity. Space for one spare breaker of each type used in panelboard shall be provided in each panelboard.
   c. The Developer shall locate weatherproof, vandal-resistant, and lockable panelboards around the perimeter of the Expo Hall to provide subpanel locations to distribute outdoor power as required.
   d. Building equipment motors shall be controlled and protected by combination circuit breaker type motor starters installed in motor control centers, except when design and economic considerations dictate the use of individual motor starters. Control voltages shall not exceed 120 volts to ground. Three-phase running overcurrent protection shall be provided and each starter shall be supplied with a hands-off-automatic switch. Twenty percent spare feeder capacity and starter space for load growth shall be provided in the motor control center. Motors shall be high efficiency type.
   e. Electrical metallic tubing conduit shall only be installed in dry interior spaces. Electrical metallic tubing shall not be installed below grade in areas subject to severe corrosive conditions or embedded in concrete. Rigid galvanized steel conduit shall be installed for conduit elbows, conduits turning up through the building slab and all exposed conduits less than 8 ft. above finished floor. Conduits encased in concrete ductbank shall be PVC with a minimum 3-inch concrete coverage. All direct buried conduits shall be PVC or rigid galvanized steel. Developer shall provide a concrete cover for PVC conduits running below vehicle traffic areas.
f. The minimum size of wire for power and lighting shall be #12 AWG. Conductors shall be copper, except for conductors #1/0 and larger, which shall be AA-8000 series electrical aluminum alloy if properly designed and installed. The design shall be based on the ampacity of copper conductors. All underground wiring shall be installed in PVC or rigid galvanized steel conduit. All exterior underground conduit shall be a minimum of one inch, buried at a depth of not less than 2 ft. below grade. Developer shall provide a concrete cover for PVC conduits running below vehicle traffic areas. Conduits or ducts terminating below grade shall be sealed to prevent entry of dirt or moisture.

g. Developer shall provide NEMA specification grade, 2-pole, 3-wire, 20-A, 125 Volt, duplex grounding type outlets with nonconductive faceplates at 18 in. above finished floor.

2.22. LIGHTING

a. The NWC campus is implementing energy conservation standards to minimize the operating cost for each facility. Lighting currently represents a large percentage of the utility costs. The approach that should be taken by Developer is one that meets the footcandle requirements using fixtures for the lowest life-cycle cost (i.e., energy efficient “LED” type).

b. All Lighting shall interface with the Building Automation System and be fully controllable by a BAC Net system.

c. The Expo Hall lighting design shall include:
   i. lighting equipment and mounting details to ensure shadow free, flicker free, and glare-free environment for the players, officials and media. Special attention shall be given to lighting in both horizontal and vertical measurements;
   ii. flexibility in the lighting system to cater to all other proposed venue uses;
   iii. areas for follow spots incorporated into the permanent structure of the building to reduce event overlay requirements; and
   iv. luminaries, where practically possible, made from recyclable materials.

d. The lighting system design shall include all computations for determining the lighting levels in the building. This is to include the types of fixtures and lighting controls used, the light distribution/photometrics, and the mounting heights. Daylighting (skylights, clerestories, solar tubes, etc.) should be implemented as practicable as possible.

e. All buildings shall utilize automatic control devices and be interfaced to the Building Automation System to turn on and off lighting in all spaces without occupant intervention, with the timing of shut off to be determined by the use and occupancy of the space and time of day.

f. 3-way switches and occupancy sensors shall be provided to control lighting in large spaces with multiple entrances, such as mechanical/electrical rooms, arenas, etc.

g. All fixtures shall be furnished complete with suitable pendants, canopies, cover, ceiling roundels, opening flanges, hangers, plaster rings or frames if recessed, necessary rubber cords, chains, and all other accessories required for proper installation.

h. Outdoor architectural lighting shall be integrated into the design and is expected to be used as part of the way finding system, to illuminate any public art, to provide lighting behind vertical passive shading screens on buildings, for lighting trees and plants, water features, under seating lighting and any other feature lighting. Wherever possible, LEDs shall be utilized for outdoor architectural lighting as the light source of choice.

i. The office area depends heavily on the proper application and intensity of lighting. The Developer shall provide proper levels of lighting to establish the distinction between areas,
and accent special elements with downlights, wall washers, cove lights, and under cabinet lights.

j. The Developer shall provide good quality light to enable occupants to carry out visual tasks effectively and comfortably using lights as specified (do not substitute light fixture, lamp, or ballast types, although alternate sources may be considered).

k. Sufficient lighting (minimum of one (1) footcandle) is required to stay on 24 hours a day in the office areas to allow the CCTV system to function properly.

l. Switches for lobby lighting shall be located in employee areas or key switches shall be used. Light switches shall be clearly arranged and circuited to allow zone control of lights.

m. Exit signs shall be provided to mark locations of exits and exit routes as required to meet code. Signs shall be energy efficient “LED” type have maintenance-free battery back-up, if applicable, and meet the minimum requirements for brightness and distribution.

n. Emergency lighting shall be provided to comply with National Fire Protection Association 101 Life Safety Code. Lighting shall be circuited so that the standby lighting system in an area is energized when the power to the lighting in that area fails.

o. Since the standard for lighting in all NWC campus facilities are LEDs, the emergency lighting shall be LEDs with battery backup fully integrated into the overall lighting system design.

p. A minimum of one emergency light shall be located at the main service panelboard.

q. The Developers shall provide an average of one (1) footcandle to illuminate designated routes of egress per NFPA 101.

r. Emergency lights shall have manual push test switches.

s. The following parameters for footcandle levels shall be met in the selection of lighting fixtures to ensure quality of materials, ease of maintenance and good performance:

<table>
<thead>
<tr>
<th>Area</th>
<th>Footcandle Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Offices</td>
<td>30</td>
</tr>
<tr>
<td>ii. Conference rooms</td>
<td>30</td>
</tr>
<tr>
<td>iii. Hallways</td>
<td>20</td>
</tr>
<tr>
<td>iv. Open arena areas</td>
<td>25</td>
</tr>
<tr>
<td>v. Vestibules</td>
<td>20</td>
</tr>
<tr>
<td>vi. Lobbies</td>
<td>30</td>
</tr>
<tr>
<td>vii. Janitor’s closets, storage rooms</td>
<td>20</td>
</tr>
<tr>
<td>viii. Mechanical rooms, electrical rooms</td>
<td>20</td>
</tr>
<tr>
<td>ix. Break rooms</td>
<td>30</td>
</tr>
<tr>
<td>x. Restrooms</td>
<td>20</td>
</tr>
</tbody>
</table>

t. The lighting system shall be coordinated with latest building and site security requirements to prevent unauthorized entry or exit and to assist in maintaining acceptable levels of facility protection.

u. Conductors shall be located underground to minimize the possibility of sabotage or vandalism.
v. The design of the lighting system shall provide for simplicity and economy in system maintenance and require a minimum of shutdowns for routine repairs, cleaning and lamp replacement.

w. All breakers or switches for security lighting circuits shall have locking devices, or be located in a locked room, to prevent operation by unauthorized personnel.

x. All electrical runs and connections to signs shall be concealed. Signs shall be placed on a photocell/time clock system.

y. Lightning protection shall be designed to NFPA 780 Standard for the Installation of Lightning Protection Systems, latest edition.

2.23. ENERGY CONSERVATION

a. Cooling equipment, heating equipment and domestic water heaters shall carry the Energy Star label.

b. Developer shall:
   i. provide systems that avoid reheating and/or re-cooling for humidity control;
   ii. provide automatic controls to de-energize heating, cooling, and fan equipment when not needed;
   iii. provide heat pumps in lieu of resistance heat;
   iv. provide the most efficient heating and cooling systems available considering the building operation and local weather conditions, e.g., evaporative cooling or precooling systems in dry weather conditions;
   v. consider air-air heat exchangers or heat wheels for preheating or pre-cooling ventilation air requirements;
   vi. consider energy recovery ventilators to reduce the cost of outside air; and
   vii. consider renewable energy systems.

2.24. COMMUNICATIONS

a. The building’s communications system consists of voice and data telecommunications, paging and intercommunications, and public-address systems. The following is a brief description of the communications systems, services, and hardware that use structured cable systems. Developer shall provide connectivity to other facilities on the NWC campus, both indoor and outdoor spaces.

b. Developer shall provide the following basic communications services:
   i. voice grade services, such as basic telephone, facsimile, and internet access;
   ii. digital data services such as Integrated Services Digital Network (ISDN);
   iii. local area network (LAN) services such as on-line information processing, batch information transfer, file storage and sharing, Voice over Internet Protocol (VoIP) electronic-mail, and shared printing. LAN hardware supported by this cabling infrastructure includes personal computers and printers; and
   iv. WI-FI and WI-FI signal reinforcement throughout all facilities.

c. Developer shall coordinate with the local telephone service provider to establish the point of incoming copper or fiber optic service. Communications service providers, including the telephone company(s) and cable TV company(s), shall service the facility by extending their network cable running along the adjacent roadways into the building.
d. In order to connect to these networks, Developer is responsible for providing the primary communications service entrance in the telecommunications equipment room which shall consist of, at a minimum, two 4 in. conduit runs from the room to the property line/service main manhole/hand hole or vault. Conduits with pull wires shall be provided for empty conduits. Conduit(s) shall be run below slab and stubbed up into the building with rigid metal conduit. All unused conduit shall be capped and sealed to prevent water from entering the building.

e. Communications service shall not share service entrance with electrical service provider. All aspects of this pathway requirement shall be coordinated by Developer with the service providers at the onset of the project to ensure that conduit run distances and conduit bend constraints imposed by the service providers are properly met. Communications conduits shall not run parallel to power conduits unless minimum distance separation or other shielding requirements are met per Building Industry Consulting Service International’s (BICSI) current telecommunications distribution Methods. Proper termination, grounding, and electrical protection of all building entrance cables shall be provided per National Electrical Safety Code and all local codes governing electrical and fire safety.

f. The telecommunication equipment room(s) serves as the point of demarcation for incoming communications services and the interface point between the incoming service and the structured cabling system. Within the equipment room, space shall be provided for incoming service equipment and LAN equipment. Equipment installed in this room shall be in a wall mounted equipment rack. All voice and data backbone cables shall terminate in this room.

g. Cable distribution pathways shall be designed to provide the capacity and capability to properly install telecommunications cables during construction as well as in the future.

h. All cable pathway routes shall be overhead. All cable pathway routes shall be coordinated with other building services (electrical, mechanical, plumbing, etc.) to assure proper clearances and accessibility. The cable pathway routes shall be coordinated with the electrical distribution system. Where electrical and telecommunications cabling cross, it shall be at right angles only. Long runs of telecommunications cable in close proximity to parallel runs of electrical power cable shall be avoided. A minimum one-foot separation between power and communications cables when running in parallel shall be maintained, unless both power and communications cables are in conduit.

i. Telecommunications horizontal cabling shall be distributed in conduit, in cable trays separated from all other low voltage cabling. Cable tray and/or conduit shall be used in any area where the cabling system is exposed, and a suspended ceiling system is not present.

j. Cabling shall be supported by elements of the building structure, and not simply tied to conduit.

k. Where cables pass through partitions and walls, conduit sleeves shall be provided in the wall to allow the cables to pass. Conduit sleeves in fire rated partitions and walls shall be properly fire-stopped.

l. Developer shall connect to the NWC campus’ sitewide sound and public-address system.

m. The sound system shall consist of the main system to serve shows, competitions, public meetings, small concerts, theatrical performances, and trade shows; with a separate system to serve the hearing impaired.

n. The main sound system shall be either a central cluster system or distributed speakers throughout the arenas. The equipment shall be located in a central control room at the event level or concourse level and should be capable of being used by someone with
minimal training. The system should include equipment racks, mixers, equalizers, amplifiers, speakers, transformers, microphones, wireless microphones and a tuner.

o. The hearing-impaired system shall be an FM loop system capable of serving any seat in the arena.

2.25. SECURITY

a. The principal aim of security is to ensure that no opportunity is provided to compromise the security of the Expo Hall by the concealment of weapons or devices that could be retrieved or activated during the event operations.

b. Drawing on global best practice and Crime Prevention Through Environmental Design (CPTED) principles, security shall be embedded in the design process to:

i. design-out vulnerability;
ii. design-in features that support natural surveillance and resilience and to facilitate the mitigation of risks of a high order without committing prematurely to detailed solutions which may be overtaken in future years;
iii. ensure that spatial, functional and operational requirements of security stakeholders are identified and designed-in; and
iv. minimize the need for retrofitting of sub-optimal, unsightly and expensive physical security infrastructure.

c. Emerging security and screening technologies shall be monitored and evaluated throughout the design phase of the Expo Hall. The design shall enable the potential integration of innovative, state-of-the-art security technology.

d. Venue security design shall be based on current best practice applications of conventional security technology whilst designing-in the ability to implement advanced security technologies at minimal additional cost and disruption.

e. Developer shall provide CCTV cameras located on the dock or in areas accessible 24 hours a day to the public shall be secured in vandal-resistant housings and all wiring shall be in a flexible armored conduit entering the housing. The mounts for these cameras shall be secured to prevent easy removal. They can also be installed in a deep ceiling with a wedge housing to maintain viewing angle. Dock or canopy cameras viewing doors shall view door opening (i.e., the non-hinged side of the doors).

f. Developer shall provide intrusion detection system in accordance with the other NWC campus facilities. An intrusion detection system consists of a combination of security panel, key/fob/card pad, and motion sensors. All motion sensors shall be dual technology (passive infrared and microwave) sensors. A dedicated telephone line for the intrusion detection system shall be provided for the remote monitoring station and shall be located in a lockable room. A key/fob/card pad shall be provided at the designated entrance door to energize and de-energize the IDS.

2.26. INFORMATION AND COMMUNICATION TECHNOLOGY

a. The ICT network for the Expo Hall shall be designed as an integrated high speed and resilient converged network catering for the large number of information system and venue technology applications that are required to operate the facilities, including:

i. fixed and mobile telecoms networks;
ii. broadcast systems;
iii. audio visual technology;
iv. internet connectivity, including wireless systems;
v. security;
vi. emergency services systems; and
vii. catering and merchandise electronic point of sale systems.

b. The network shall allow the operation of all events within the facilities to be fully supported and give the operator and spectators high speed access to the internet throughout the different operational modes.

c. The Expo Hall design shall demonstrate how the facility shall continue to meet the demands of a rapidly changing market and harness future advances in technology while maintaining the required reliability, resilience and longevity of the system design. This shall include both horizontal and vertical distribution routes in all areas of both buildings.

d. Building services system designs that rely on integration with the IT infrastructure shall comply with the communication industry standards and best practice.

e. All cabling used in the Expo Hall shall be to the latest industry standard and shall be contained in dedicated containment with separation from power cabling. IT communications rooms, containing the IT equipment racks, shall be positioned around the facilities connected by a dedicated fiber backbone to accommodate a high-speed Ethernet.

f. Additional spare capacity shall be installed to allow for future technology.

2.27. SPECIALTY EQUIPMENT/PROVISIONS

a. The Expo Hall shall be designed to include specialized equipment and systems to provide services in support of the operational mission.

b. Design specifications and space allocation shall be made during design to accommodate this equipment, including, but not limited to:
   i. fixed concessions equipment (coiling overhead grilles, counters, sinks, exhaust hoods (if required), etc.); and
   ii. portable stage(s).

2.28. DELIVERABLES
At a minimum, Developer shall submit the construction documentation listed in Sections 2.28.1 through 2.28.8 at 30%, 60% and 90% design development for review by the City.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Information or Approval</th>
<th>Submittals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.28.1 Architecture Drawings</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. General Arrangement Floor Plans @ 1:500 (1” = 40’ scale)</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>b. General Arrangement Floor Plans @ 1:100 (1/8’ Scale)</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>c. Architectural Elevations</td>
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<td></td>
</tr>
<tr>
<td>d. Architectural Sections</td>
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</tr>
<tr>
<td>e. Typical Building Core - Plans &amp; Sections</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>f. Wall Types Typical Layout</td>
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</tr>
<tr>
<td>g. Wall Finishes Typical Conditions</td>
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<td></td>
</tr>
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<td>h. Floor Finishing Typical Conditions</td>
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<tr>
<td>i. Ceiling Finishes Typical Conditions</td>
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<tr>
<td>j. Typical F&amp;B Kiosk, Plans, Sections &amp; Elevations</td>
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</tr>
<tr>
<td>k. Typical Male and Female WC Block, Plans, Sections &amp; Elevations</td>
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</tr>
<tr>
<td>b. Hard Landscape Details</td>
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<td>c. Soft Landscape Details</td>
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<td>a. Area Data Sheets</td>
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<td>a. Building Grid Setting out</td>
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<tr>
<td>b. Sub Structure General Arrangement Plans</td>
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<td>c. Super Structure General Arrangement Plans</td>
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<td>d. Super Structure General Arrangement Sections</td>
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<td>e. Internal Blockwork Details</td>
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<td>f. Typical Staircase, Plans, Sections</td>
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<tr>
<td>g. Roof Structure Layout &amp; Geometry</td>
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<td>h. Loading Plan Imposed Load</td>
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### Deliverable

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<th>Submittals</th>
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<tbody>
<tr>
<td>i. Loading Plan Super Dead Load</td>
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<td></td>
</tr>
<tr>
<td>j. Loading Plan Blockwork Load</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>k. Core Typical Details</td>
<td>Approval</td>
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<tr>
<td>l. Precast Terracing Setting out</td>
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#### 2.28.5 Mechanical Engineering

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<td>a. Domestic Water Services Layout</td>
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</tr>
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<td>b. Fire Protection Layout</td>
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</tr>
<tr>
<td>c. Chilled water Layout</td>
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<td></td>
</tr>
<tr>
<td>d. Pipework Layout</td>
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</tr>
<tr>
<td>e. Ductwork / Ventilation Layout</td>
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<td>f. BMS Schematic</td>
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#### 2.28.6 Electrical Engineering

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<td></td>
</tr>
<tr>
<td>h. High Voltage Distribution Schedule</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>i. Distribution &amp; Containment Layouts</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>j. Lighting &amp; Emergency Lighting Typical Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>k. House Lighting Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>l. Fire Alarm Details</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>m. Lightning Protection Layout &amp; Details</td>
<td>Approval</td>
<td></td>
</tr>
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<td>n. CCTV &amp; Access Control Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>o. UPS Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>p. Comms &amp; Security Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>q. Turnstile control system</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>r. Lighting Control Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>s. General Power, Comms &amp; Security Layout</td>
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<td></td>
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#### 2.28.7 Information Technology & Audio Visual

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<tr>
<td>b. AV &amp; Broadcast Infrastructure Layout</td>
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<td></td>
</tr>
<tr>
<td>c. Typical Main Comms Room (MCR) Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>d. Distribution Cabling Schematic</td>
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</tr>
<tr>
<td>e. Press Seating and Commentary Positions</td>
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<td></td>
</tr>
<tr>
<td>f. LAN Architecture</td>
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<td>Information or Approval</td>
<td>Submittals</td>
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<tr>
<td>g. WLAN Architecture</td>
<td>Approval</td>
<td></td>
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<td><strong>2.28.8 Studies</strong></td>
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<td></td>
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<tr>
<td>a. Crowd Modeling Study</td>
<td>Informational</td>
<td>Concurrent with submission of Design Development</td>
</tr>
<tr>
<td>b. Coordinated Multi-Discipline Design Report</td>
<td>Informational</td>
<td>Concurrent with submission of Design Development</td>
</tr>
<tr>
<td>c. Accessibility and Inclusive Design Report</td>
<td>Approval</td>
<td></td>
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</table>
2.29. **MINIMUM BASELINE PROGRAM TABLE - EXPO HALL**

   a. Developer shall provide the space/components outlined in Sections 2.29.1 through 2.29.15 in accordance with the stated requirements.

   b. The requirements outlined below are in addition to those stated in Sections 2.1 to 2.27 of this Section 2.

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
</table>

### 2.29.1 Lobbies/ Reception Areas

- **i. Entry Lobby**
  - 1,000 ft²
  - 1
  - 1,000 ft²

- **ii. Storage Lobby**
  - 200 ft²
  - 1
  - 200 ft²

### 2.29.2 Ticketing Areas

- **i. Ticket Lobby**
  - 500 ft²
  - 1
  - 500 ft²

- **ii. Ticket Sales Area**
  - 200 ft²
  - 1
  - 200 ft²

- **iii. Ticket Office**
  - 200 ft²
  - 1
  - 200 ft²

- **iv. Ticket Workroom**
  - 150 ft²
  - 1
  - 150 ft²

- **v. Cash Room & Vault**
  - 110 ft²
  - 1
  - 110 ft²

### 2.29.3 Concourses and Main Circulation Areas

- **i. Concourse/ Circulation**
  - 80,100 ft²
  - 1
  - 80,100 ft²
  - Based on area allowance of 11 ft² per occupant at maximum capacity (Theater Configuration)
### SPACE / COMPONENT

<table>
<thead>
<tr>
<th>MINIMUM DIMENSIONS</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ft²)</td>
<td></td>
<td>(ft²)</td>
<td></td>
</tr>
</tbody>
</table>

#### ii. Concourse Storage Area
- Area: 300 ft²
- Quantity: 1
- Total Internal Area: 300 ft²
- Storage for event materials/merchandise

#### iii. Cloakroom
- Area: 1,650 ft²
- Quantity: 1
- Total Internal Area: 1,650 ft²
- To provide for storage of 2,000 garments.

#### iv. Information Desk
- Area: 110 ft²
- Quantity: 1
- Total Internal Area: 110 ft²
- In a prominent position close to the main entrance

### 2.29.4 Concourse Cleaners/ Maintenance Support Rooms

#### i. Cleaners Room
- Area: 200 ft²
- Quantity: 1
- Total Internal Area: 200 ft²

#### ii. Cleaners Cupboard
- Area: 60 ft²
- Quantity: 8
- Total Internal Area: 480 ft²
- One 60 ft² cleaners cupboard in each restroom cluster

### 2.29.5 First Aid Areas

#### i. First Aid Room
- Area: 120 ft²
- Quantity: 1
- Total Internal Area: 120 ft²

#### ii. First Aid Restroom
- Area: 50 ft²
- Quantity: 1
- Total Internal Area: 50 ft²

#### iii. First Aid Storage Closet
- Area: 50 ft²
- Quantity: 1
- Total Internal Area: 50 ft²

### 2.29.6 Retail and Vendor Booths

#### i. Vendor Booth Locations
- Area: Within Concourse Area
- Calculation: Vendor Area

#### ii. Retail
- Area: 600 ft²
- Within Concourse Area

---

City and County of Denver  
National Western Center Triangle Project  
Section 2-26

Addendum #2  
March 5, 2020
## Schedule 15, Design and Construction Requirements
### Section 2, Expo Hall

#### 2.29.7 Food & Beverage Concessions

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
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</thead>
<tbody>
<tr>
<td>i. Food &amp; Beverage Concessions</td>
<td></td>
<td></td>
<td></td>
<td>No permanent F&amp;B provided, area allowed within Concourse Area calculation</td>
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</table>

#### 2.29.8 Restrooms

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Event Level Women's Restroom</td>
<td></td>
<td>1</td>
<td></td>
<td>Assumption that capacity is shared 50% between male and female.</td>
</tr>
<tr>
<td>ii. Event Level Men's Restroom</td>
<td></td>
<td>1</td>
<td></td>
<td>Assumption that capacity is shared 50% between male and female.</td>
</tr>
<tr>
<td>iii. ADA/Baby Change Restrooms Concourse</td>
<td>80</td>
<td>4</td>
<td>320</td>
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#### 2.29.9 Expo Hall

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<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Exhibit Halls</td>
<td>200,000</td>
<td>1</td>
<td>200,000</td>
<td>Maximum floor area allowances 30 ft² per occupant results in approx. 7,500 maximum capacity in theater layout.</td>
</tr>
<tr>
<td>ii. Loading Dock to Hall</td>
<td></td>
<td></td>
<td></td>
<td>As required to facilitate efficient operations</td>
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#### 2.29.10 Additional Exposition Spaces

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<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Flexible Exhibit / Ballroom / Meeting Space</td>
<td></td>
<td></td>
<td>25,000</td>
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</table>
## 2.29.11 Staff and General Storage Areas

<table>
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<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii. Flexible Rooms Meeting</td>
<td></td>
<td>1</td>
<td>5,000</td>
<td></td>
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### ii. Flexible Meeting Rooms
- Meeting rooms sized to accommodate 6-50 people

### iii. Cafeteria / Restaurant
- 1
- 5,000

## 2.29.12 Staff Areas

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS</th>
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<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
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<tbody>
<tr>
<td>i. Group Meeting Room</td>
<td></td>
<td>1</td>
<td>800</td>
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<tr>
<td>ii. Office</td>
<td></td>
<td>1</td>
<td>2,000</td>
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</table>

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
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</thead>
<tbody>
<tr>
<td>i. Event Equipment Storage</td>
<td></td>
<td>1</td>
<td>3,000</td>
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</tr>
<tr>
<td>ii. General Building Storage</td>
<td></td>
<td>1</td>
<td>3,000</td>
<td></td>
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<tr>
<td>iii. Expo Staff Open Office</td>
<td></td>
<td>1</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>iv. Expo Staff Shared Locker Area</td>
<td></td>
<td>1</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>v. Expo Staff - Men's Restroom</td>
<td></td>
<td>1</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>vi. Expo Staff - Women's Restroom</td>
<td></td>
<td>1</td>
<td>200</td>
<td></td>
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<tr>
<td>vii. Expo Staff Break Room</td>
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<td>1</td>
<td>280</td>
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## SPACE / COMPONENT

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<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
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<tbody>
<tr>
<td>iii. Office Restroom</td>
<td>200</td>
<td>2</td>
<td>400</td>
<td></td>
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<tr>
<td>iv. Staff Dining Room</td>
<td></td>
<td>1</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>v. Staff Restrooms</td>
<td></td>
<td>1</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>vi. Staff Shared Locker Area</td>
<td></td>
<td>1</td>
<td>350</td>
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### 2.29.13 Food Service Support / Kitchens

<table>
<thead>
<tr>
<th></th>
<th>MINIMUM DIMENSIONS AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
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<tbody>
<tr>
<td>i. Catering Kitchen</td>
<td></td>
<td>1</td>
<td>As required. Main kitchen located in New Arena</td>
<td></td>
</tr>
<tr>
<td>ii. Food Service Storage</td>
<td></td>
<td>1</td>
<td>As required. Primary food storage located in New Arena</td>
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### 2.29.14 Audio/Video and Technology Support

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>i. AV Storage</td>
<td></td>
<td>1</td>
<td>1,000</td>
</tr>
<tr>
<td>ii. AV Office</td>
<td></td>
<td>1</td>
<td>120</td>
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<tr>
<td>iii. Equipment Storage</td>
<td></td>
<td>1</td>
<td>200</td>
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</table>

### 2.29.15 Maintenance Areas

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>i. Main Supply Cleaners</td>
<td></td>
<td></td>
<td>500</td>
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</table>
## Section 2-30

<table>
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<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii. Garbage &amp; Recycling Room</td>
<td></td>
<td></td>
<td></td>
<td>As required to facilitate efficient operations</td>
</tr>
<tr>
<td>iii. Building Maintenance Storage</td>
<td></td>
<td></td>
<td></td>
<td>As required to facilitate efficient operations</td>
</tr>
<tr>
<td>iv. Maintenance Office</td>
<td></td>
<td></td>
<td></td>
<td>As required to facilitate efficient operations</td>
</tr>
<tr>
<td>v. Maintenance Workshop</td>
<td></td>
<td></td>
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<td>As required to facilitate efficient operations</td>
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</table>
Annex 15.2 – A

Area Data Sheets

1 The Area Data Sheets released previously are being updated by the City and will be re-released with Schedule 16A in Addendum #3. Proposers should assume no material changes to the Area Data Sheets previously released for purposes of design development.
AREA DATA SHEET

Project Title: National Western Center Expo Hall

<table>
<thead>
<tr>
<th>Unique ID</th>
<th>Area Name</th>
<th>Department</th>
<th>Function Description</th>
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<tbody>
<tr>
<td>EXP-01</td>
<td>Expo Hall</td>
<td>Retail Operations</td>
<td>Expo Hall space</td>
</tr>
<tr>
<td>EXP-02</td>
<td>Staff Changing Room</td>
<td>Venue Operations</td>
<td>Staff changing facilities with showers</td>
</tr>
<tr>
<td>EXP-03</td>
<td>Meeting Rooms</td>
<td>Event Operations</td>
<td>Meeting room</td>
</tr>
<tr>
<td>EXP-04</td>
<td>Circulation Spaces</td>
<td>Public</td>
<td>Public circulation area</td>
</tr>
<tr>
<td>EXP-05</td>
<td>Wash Rooms</td>
<td>Public</td>
<td>Public toilet facilities</td>
</tr>
<tr>
<td>EXP-06</td>
<td>ADA Wash Rooms</td>
<td>Public</td>
<td>Disabled toilet/ change facilities</td>
</tr>
<tr>
<td>EXP-07</td>
<td>First Aid Rooms</td>
<td>Public</td>
<td>Public medical facilities</td>
</tr>
<tr>
<td>EXP-08</td>
<td>Kitchens</td>
<td>Catering Operations</td>
<td>Main kitchen facilities</td>
</tr>
<tr>
<td>EXP-09</td>
<td>Maintenance Storage</td>
<td>Venue Operations</td>
<td>Main storage</td>
</tr>
<tr>
<td>EXP-10</td>
<td>Garbage and Recycling</td>
<td>Venue Operations</td>
<td>Main refuse and recycling facility</td>
</tr>
<tr>
<td>EXP-11</td>
<td>Stairs</td>
<td>Access and Circulation</td>
<td>Vertical circulation</td>
</tr>
</tbody>
</table>

Abbreviations List

4. Electrical

Audio and Video Equipment:
- RDO - Radio Outlet
- TVO - Television Outlet
- CTV - Cable TV
- DS - Drop Screen
- TVP - HDTV Projector
- VCS - Video Conference System
- QSS - High Quality Sound System
- SCR - LED/ LCD Screen
- SIG - IP TV and Digital Signage
- SVC - Speaker Volume Control

Data and Voice Equipment:
- IPX - IP/ PABX Telephone
- WLN - Wirless Loacal Area Netwoel
- DNT - Data Network
- RAD - Radio Coverage
- MOB - Mobile Phone Coverage
- DTL - Direct Telephone Line with Sockets
- DCM - Data/ Comms
- IPV - Data Outlet for IP TV/ Digital Signage

6. Fire and Protection

Fire and Voice Alarm Type
- MCP - Maual Call Point
- ES - Electronic Sounder
- RIN - Remote Indicator
- VAD - Visual Alarm Device
- ASD - Aspirating smoke detector
- MFP - Main Fire Panel Location
### Project Title: National Western Center Expo Hall

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>EXP-01</th>
<th>Typical Area Type:</th>
<th>Expo Hall</th>
</tr>
</thead>
</table>

#### 1. Area Information
- **Department:** Retail Operations
- **Function Description:** Expo Hall space
- **Minimum Assignable Area (sqft):** 200,000
- **Minimum Clear Ceiling Height (ft):** 35
- **Preferred Adjacency:** N/A
- **Disabled Access:** Yes
- **Daylighting/Views:** No
- **Visual Privacy:** No
- **Interior Glazing:** N/A
- **Occupant Load:** TBD
- **Exits Required:** TBD

#### 2. Internal Finishes
- **Wall Finish:** Paint
- **Floor Finish/Base:** Polished concrete
- **Floor Boxes:** N/A
- **Floor Drains:** Yes
- **Ceiling Finish:** Paint
- **Ceiling Lighting:** Yes
- **Signage:** Yes
- **Doors Finish:** Powder coated aluminium
- **Door Hardware:** Push bar handle
- **Window Finish:** N/A

#### 3. Mechanical
- **Area Temperature (°F) Winter:** 69 ± 1
- **Area Temperature (°F) Summer:** 74 ± 1
- **Thermostatic Control:** N/A
- **Relative Humidity (%RH):** 40% - 60%
- **Humidity Control:** No
- **Ventilation (Air Changes/hr):** 6 (ASHRAE 62.1, Table D-1 Primary)
- **Relative Pressure:** Neutral
- **Exhaust Type:** General and Special
- **Ventilation Strategy:** 100 % Fresh air and fan coil unit
- **Ventilation (Air Changes/hr):** 6 (ASHRAE 62.1, Table D-1 Primary)
- **Mechanical Air Volume Control:** Yes
- **Mech Vent and Cooling Equip:** N/A
- **Mech/Vent Local Indicator:** Yes
- **Pressure Control:** No
- **Smoke Extraction:** Yes

#### 4. Electrical
- **Luminaries:** N/A
- **Load Density (W/m2):** TBD
- **Type of Control:** Manual/ Auto
- **Motion Sensor:** Yes
- **Control:** Local/ Zoned
- **Via BMS Control Room:** Yes
- **Emergency Lighting Levels (Lux):** 10.8
- **Audio and Video Equipment:** TBD
- **Power Load Density (W/m2):** N/A
- **Power Sockets:** TBD
- **Emergency Pull Cord:** No
- **ITC Power Outlets:** TBD
- **Data Outlets:** Yes
- **Data and Voice Equipment:** IPX, WLN, DNT, MOB

#### 5. Public Health
- **Automatic Sprinkler:** No
- **Sprinkler Type:** N/A
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** No
- **Gas Supply Type:** N/A
- **Soil connection:** N/A
- **Waste Connection:** No
- **Shower Drain:** No
- **Grey Water Disposal:** Yes
- **Foul Water Disposal:** Yes

#### 6. Fire Protection
- **Standard Sprinklers Protection:** No
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Detection Type:** N/A
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Voice Alarm Type:** N/A

#### 7. Security Equipment

#### 8. Furniture, Fittings and Equipment

#### 9. Notes and Additional Requirements
### AREA DATA SHEET

**Project Title:** National Western Center Expo Hall

#### Type ID: EXP-02  
**Typical Area Type:** Staff Changing Room

<table>
<thead>
<tr>
<th>1. Area Information</th>
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<tbody>
<tr>
<td>Department:</td>
<td>Venue Operations</td>
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<tr>
<td>Function Description:</td>
<td>Staff changing facilities with showers</td>
</tr>
<tr>
<td>Preferred Adjacency:</td>
<td>Expo Hall</td>
</tr>
<tr>
<td>Disabled Access:</td>
<td>Staff</td>
</tr>
<tr>
<td>Daylighting/ Views:</td>
<td>Yes</td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>Yes</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>Yes</td>
</tr>
<tr>
<td>Minimum Assignable Area (sqft):</td>
<td>TBD</td>
</tr>
<tr>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>10</td>
</tr>
<tr>
<td>Acoustic Category (NR):</td>
<td>40</td>
</tr>
<tr>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Exit Required:</td>
<td>N/A</td>
</tr>
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<table>
<thead>
<tr>
<th>2. Internal Finishes</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Wall Finish:</td>
<td>Paint</td>
</tr>
<tr>
<td>Floor Finish/ Base:</td>
<td>Ceramic tile</td>
</tr>
<tr>
<td>Floor Boxes:</td>
<td>No</td>
</tr>
<tr>
<td>Floor Drains:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ceiling Finish:</td>
<td>Plasterboard ceiling</td>
</tr>
<tr>
<td>Ceiling Lighting:</td>
<td>Yes</td>
</tr>
<tr>
<td>Signage:</td>
<td>Yes</td>
</tr>
<tr>
<td>Door Hardware:</td>
<td>Lever handle</td>
</tr>
<tr>
<td>Door Access:</td>
<td>Swipe card</td>
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<tr>
<td>Window Finish:</td>
<td>N/A</td>
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<tr>
<td>Window Hardware:</td>
<td>N/A</td>
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<table>
<thead>
<tr>
<th>3. Mechanical</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Area Temperature (°F) Winter:</td>
<td>69 ± 1</td>
</tr>
<tr>
<td>Area Temperature (°F) Summer:</td>
<td>74 ± 1</td>
</tr>
<tr>
<td>Thermostat Control:</td>
<td>Yes</td>
</tr>
<tr>
<td>Relative Humidity (%RH):</td>
<td>40% - 50%</td>
</tr>
<tr>
<td>Humidity Control:</td>
<td>No</td>
</tr>
<tr>
<td>Ventilation (Air Changes/hr):</td>
<td>10 (ASHRAE 62.1, Table D-1 Primary)</td>
</tr>
<tr>
<td>Pressure:</td>
<td>Neutral</td>
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<tr>
<td>Pressure Control:</td>
<td>No</td>
</tr>
<tr>
<td>Exhaust Type:</td>
<td>General</td>
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<td>HVAC Noise Level (dB):</td>
<td>40</td>
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<th>4. Electrical</th>
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<tbody>
<tr>
<td>Luminaries:</td>
<td>LED</td>
</tr>
<tr>
<td>Levels (Lux):</td>
<td>200</td>
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<tr>
<td>Load Density (W/m²):</td>
<td>16</td>
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<tr>
<td>Type of Control:</td>
<td>Auto</td>
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<tr>
<td>Motion Sensor:</td>
<td>Yes</td>
</tr>
<tr>
<td>Control:</td>
<td>Zoned</td>
</tr>
<tr>
<td>Via BMS Control Room:</td>
<td>Yes</td>
</tr>
<tr>
<td>ITC Power Outlets:</td>
<td>N/A</td>
</tr>
<tr>
<td>Emergency Lighting Levels (Lux):</td>
<td>10.8</td>
</tr>
<tr>
<td>Data Outlets:</td>
<td>N/A</td>
</tr>
<tr>
<td>Audio and Video Equipment:</td>
<td>SCR, SIG</td>
</tr>
<tr>
<td>Data and Voice Equipment:</td>
<td>RAD, MOB,</td>
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</table>

<table>
<thead>
<tr>
<th>5. Public Health</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic Sprinkler:</td>
<td>Yes</td>
</tr>
<tr>
<td>Sprinkler Type:</td>
<td>Upright/Pendent</td>
</tr>
<tr>
<td>Sanitary Equipment:</td>
<td>Shower, Urinal, Toilet, Cubicle, Sink</td>
</tr>
<tr>
<td>Domestic Hot Water:</td>
<td>No</td>
</tr>
<tr>
<td>Potable Cold Water:</td>
<td>No</td>
</tr>
<tr>
<td>Thermostatically Controlled:</td>
<td>No</td>
</tr>
<tr>
<td>Standard Sprinklers Protection:</td>
<td>Yes</td>
</tr>
<tr>
<td>Preaction Sprinkler Protection:</td>
<td>No</td>
</tr>
<tr>
<td>Fire and Smoke Protection Type:</td>
<td>N/A</td>
</tr>
<tr>
<td>Detection Type:</td>
<td>Smoke Detector</td>
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<tr>
<td>Cold Smoke Clearance Control:</td>
<td>Air-Conditioning</td>
</tr>
<tr>
<td>Fire and Voice Alarm Type:</td>
<td>RI</td>
</tr>
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<table>
<thead>
<tr>
<th>6. Fire Protection</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Control, CCTV</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Security Equipment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Furniture, Fittings and Equipment</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Notes and Additional Requirements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Changing Room with separate sanitary facilities and Equipment storage located at Expo Hall level.</td>
<td></td>
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</table>
### AREA DATA SHEET

**Project Title: National Western Center Expo Hall**

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>EXP-03</th>
<th>Typical Area Type:</th>
<th>Meeting Rooms</th>
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<tbody>
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<td><strong>1. Area Information</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td>Event Operations</td>
<td>Minimum Assignable Area (sqft):</td>
<td>TBD</td>
</tr>
<tr>
<td>Function Description:</td>
<td>Meeting room</td>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>10</td>
</tr>
<tr>
<td>Preferred Adjacency:</td>
<td>As Required</td>
<td>Acoustic Category (NR):</td>
<td>35</td>
</tr>
<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td>Occupant Load:</td>
<td>TBD</td>
</tr>
<tr>
<td>Daylighting Views:</td>
<td>Yes</td>
<td>Occupants:</td>
<td>Staff</td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>Yes</td>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>Yes</td>
<td>Exit Required:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

| **2. Internal Finishes** | | | |
| Wall Finish | Paint | Signage | Yes |
| Floor Finish/ Base: | Carpet | Doors Finish: | Powder coated aluminium |
| Floor Boxes: | Yes | Door Hardware: | Lever handle |
| Floor Drains: | No | Door Access: | N/A |
| Ceiling Finish: | Plasterboard ceiling | Window Finish: | N/A |
| Ceiling Lighting: | Yes | Hardware: | N/A |

| **3. Mechanical** | | | |
| Area Temperature (°F) Winter | 69 ± 1 | Heating: | Yes |
| Area Temperature (°F) Summer | 74 ± 1 | Cooling: | Yes |
| Thermostat Control: | Yes | Ventilation Strategy: | Mechanical ventilation |
| Relative Humidity (%RH): | 40% - 50% | Mech Vent and Cooling Equip: | Fan coil unit and Air handling unit |
| Humidity Control: | No | Mechanical Air Volume Control: | Yes |
| Ventilation (Air Changes/hr): | 8 (ASHRAE 62.1, Table D-1 Primary) | Mech Vent Local User Control: | Yes |
| Relative Pressure: | Negative | Mech/ Nat vent Local indicator: | Yes |
| Pressure Control: | No | Smoke Extraction: | No |
| Exhaust Type: | General | HVAC Noise Level (dB): | 30 |

| **4. Electrical** | | | |
| Luminaries: | LED | Power Load Density (W/m²): | 25 |
| Levels (Lux): | 500 | Power Sockets: | TBD |
| Load Density (W/m²): | 10 | Floor Boxes: | 1 |
| Type of Control: | Manual/ Auto | Standby Power Required: | No |
| Motion Sensor: | Yes | Emergency Pull Cord: | No |
| Control: | Local/ Zoned | Induction Loop: | No |
| Via BMS Control Room: | Yes | ITC Power Outlets: | TBD |
| Emergency Lighting Levels (Lux): | 10.8 | Data Outlets: | Yes |
| Audio and Video Equipment: | SCR, SIG, SVC | Data and Voice Equipment: | IPX, WLN, DNT, RAD, MOB, DTL, DCM, IPV |

| **5. Public Health** | | | |
| Automatic Sprinkler: | Yes | Gas Supply Type: | No |
| Sprinkler Type: | Concealed | Soil connection: | No |
| Sanitary Equipment: | N/A | Waste Connection: | No |
| Domestic Hot Water: | No | Shower Drain: | No |
| Potable Cold Water: | No | Grey Water Disposal: | No |
| Thermostatically Controlled: | No | Foul Water Disposal: | No |

| **6. Fire Protection** | | | |
| Standard Sprinkler Protection: | Yes | Detection Type: | Smoke Detector |
| Preaction Sprinkler Protection: | No | Cold Smoke Clearance Control: | Air-Conditioning |
| Fire and Smoke Protection Type: | N/A | Fire and Voice Alarm Type: | RIN |

| **7. Security Equipment** | | | |
| Access Control | | | |

| **8. Furniture, Fittings and Equipment** | | | |

| **9. Notes and Additional Requirements** | | | |
## AREA DATA SHEET

### Project Title: National Western Center Expo Hall

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>EXP-04</th>
<th>Typical Area Type:</th>
<th>Circulation Spaces</th>
</tr>
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</table>

### 1. Area Information

<table>
<thead>
<tr>
<th>Department:</th>
<th>Public</th>
<th>Minimum Assignable Area (sqft):</th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Function Description:</td>
<td>Public circulation area</td>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>18</td>
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<tr>
<td>Preferred Adjacency:</td>
<td>Market Hall</td>
<td>Acoustic Category (NR):</td>
<td>45</td>
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<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td>Occupant Load:</td>
<td>TBD</td>
</tr>
<tr>
<td>Daylighting Views:</td>
<td>Yes</td>
<td>Occupants:</td>
<td>Public</td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>No</td>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>Yes</td>
<td>Exits Required:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

### 2. Internal Finishes

| Wall Finish | Paint | Signage | Yes |
| Floor Finishes/ Base: | Polished concrete | Doors Finish: | Powder coated aluminium |
| Floor Boxes: | N/A | Door Hardware: | Push bar handle |
| Floor Drains: | Yes | Door Access: | N/A |
| Ceiling Finish: | Paint | Window Finish: | Metal |
| Ceiling Lighting: | Yes | Window Hardware: | Restrictor |

### 3. Mechanical

| Area Temperature (°F) Winter | 69 ± 1 | Heating: | Yes |
| Area Temperature (°F) Summer | 74 ± 1 | Cooling: | Yes |
| Thermostat Control: | N/A | Ventilation Strategy: | 100 % Fresh air and fan coil unit |
| Relative Humidity (%RH): | 40% - 50% | Mech Vent and Cooling Equip: | Fan coil unit and Air handling unit |
| Humidity Control: | No | Mechanical Air Volume Control: | Yes |
| Ventilation (Air Changes/hr): | 6 (ASHRAE 62.1, Table D-1 Primary) | Mech Vent Local User Control: | No |
| Relative Pressure: | Neutral | Mech/Nat vent Local indicator: | Yes |
| Pressure Control: | No | Smoke Extraction: | No |
| Exhaust Type: | General | HVAC Noise Level (dB): | 40 |

### 4. Electrical

| Luminaries: | LED | Power Load Density (W/m²): | 15 |
| Levels (Lux): | 100 | Power Sockets: | TBD |
| Load Density (W/m²): | 6.5 | Floor Boxes: | Yes |
| Type of Control: | Auto | StandBy Power Required: | No |
| Motion Sensor: | Yes | Emergency Pull Cord: | No |
| Control: | N/A | Induction Loop: | Yes |
| Via BMS Control Room: | Yes | ITC Power Outlets: | N/A |
| Emergency Lighting Levels (Lux): | 10.8 | Data Outlets: | No |
| Audio and Video Equipment: | RDO, SCR, SIG | Data and Voice Equipment: | IPX, WLN, DNT, DCM, IPV |

### 5. Public Health

| Automatic Sprinkler: | Yes | Gas Supply Type: | No |
| Sprinkler Type: | Upright/Pendent | Soil connection: | No |
| Sanitary Equipment: | Drinking Fountain | Waste Connection: | No |
| Domestic Hot Water: | No | Shower Drain: | No |
| Potable Cold Water: | No | Grey Water Disposal: | No |
| Thermostatically Controlled: | No | Foul Water Disposal: | No |

### 6. Fire Protection

| Standard Sprinklers Protection: | Yes | Detection Type: | Smoke Detector |
| Preaction Sprinkler Protection: | No | Cold Smoke Clearance Control: | Air-Conditioning |
| Fire and Smoke Protection Type: | Deluge System | Fire and Voice Alarm Type: | RIN |

### 7. Security Equipment

| CCTV |

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements
### AREA DATA SHEET

**Project Title: National Western Center Expo Hall**

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>EXP-05</th>
<th>Typical Area Type: Wash Rooms</th>
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</table>

#### 1. Area Information

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<thead>
<tr>
<th>Department:</th>
<th>Public</th>
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<tbody>
<tr>
<td>Function Description:</td>
<td>Public toilet facilities</td>
</tr>
<tr>
<td>Preferred Adjacency:</td>
<td>Expo Hall</td>
</tr>
<tr>
<td>Disabled Access:</td>
<td>Yes</td>
</tr>
<tr>
<td>Daylighting/ Views:</td>
<td>No</td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>Yes</td>
</tr>
<tr>
<td>Function Description:</td>
<td>Public toilet facilities</td>
</tr>
<tr>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>8</td>
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<td>Acoustic Category (NR):</td>
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<td>Minimum Assignable Area (sqft):</td>
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</tr>
<tr>
<td>Occupant Load:</td>
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</tr>
<tr>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Exits Required:</td>
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#### 2. Internal Finishes

<table>
<thead>
<tr>
<th>Wall Finish</th>
<th>Paint</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Finish/ Base:</td>
<td>Ceramic tile</td>
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<tr>
<td>Floor Boxes:</td>
<td>No</td>
</tr>
<tr>
<td>Floor Drains:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ceiling Finish:</td>
<td>Plasterboard ceiling wet areas</td>
</tr>
<tr>
<td>Ceiling Lighting:</td>
<td>Yes</td>
</tr>
<tr>
<td>Wall Finish</td>
<td>Signage</td>
</tr>
<tr>
<td>Floor Finish/ Base:</td>
<td>Doors Finish:</td>
</tr>
<tr>
<td>Floor Boxes:</td>
<td>Door Hardware:</td>
</tr>
<tr>
<td>Floor Drains:</td>
<td>Door Access:</td>
</tr>
<tr>
<td>Ceiling Finish:</td>
<td>Window Finish:</td>
</tr>
<tr>
<td>Ceiling Lighting:</td>
<td>Window Hardware:</td>
</tr>
</tbody>
</table>

#### 3. Mechanical

| Area Temperature (°F) Winter: | 69 ± 1 |
| Heating: | Yes |
| Area Temperature (°F) Summer: | 74 ± 1 |
| Cooling: | Yes |
| Thermostat Control: | N/A |
| Relative Humidity (%RH): | 40% - 50% |
| Humidity Control: | No |
| Ventilation (Air Changes/hr): | 8 (ASHRAE 62.1, Table D-1 Primary) |
| Relative Pressure: | Negative |
| Pressure Control: | No |
| Exhaust Type: | General |
| Area Temperature (°F) Winter: | 69 ± 1 |
| Heating: | Yes |
| Area Temperature (°F) Summer: | 74 ± 1 |
| Cooling: | Yes |
| Thermostat Control: | N/A |
| Relative Humidity (%RH): | 40% - 50% |
| Humidity Control: | No |
| Ventilation (Air Changes/hr): | 8 (ASHRAE 62.1, Table D-1 Primary) |
| Relative Pressure: | Negative |
| Pressure Control: | No |
| Exhaust Type: | General |

#### 4. Electrical

| Luminaries: | LED |
| Levels (Lux): | 150 |
| Load Density (W/m²): | 6 |
| Type of Control: | Auto |
| Motion Sensor: | Yes |
| Control: | Zoned |
| Via BMS Control Room: | Yes |
| Emergency Lighting Levels (Lux): | 10.8 |
| Audio and Video Equipment: | N/A |

#### 5. Public Health

| Automatic Sprinkler: | Yes |
| Sprinkler Type: | Upright/Pendent |
| Sanitary Equipment: | Toilet cubicle, Sink, Urinal |
| Domestic Hot Water: | Yes |
| Potable Cold Water: | Yes |
| Thermostatically Controlled: | Yes |

#### 6. Fire Protection

| Standard Sprinklers Protection: | Yes |
| Preaction Sprinkler Protection: | No |
| Fire and Smoke Protection Type: | N/A |
| Detection Type: | Smoke Detector |
| Cold Smoke Clearance Control: | Air-Conditioning |

#### 7. Security Equipment

| N/A |

#### 8. Furniture, Fittings and Equipment

| N/A |

#### 9. Notes and Additional Requirements

| N/A |
### Project Title: National Western Center Expo Hall

<table>
<thead>
<tr>
<th>Type ID: EXP-06</th>
<th>Typical Area Type: ADA Wash Rooms</th>
</tr>
</thead>
</table>

#### 1. Area Information

<table>
<thead>
<tr>
<th>Department: Public</th>
<th>Minimum Assignable Area (sqft): TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Function Description: Disabled toilet/ change facilities</td>
<td>Minimum Clear Ceiling Height (ft): 8</td>
</tr>
<tr>
<td>Preferred Adjacency: Expo Hall</td>
<td>Acoustic Category (NR): 40</td>
</tr>
<tr>
<td>Disabled Access: Yes</td>
<td>Occupant Load: TBD</td>
</tr>
<tr>
<td>Daylighting/ Views: No</td>
<td>Occupants: Disabled Public</td>
</tr>
<tr>
<td>Visual Privacy: Yes</td>
<td>Fire Separation (minutes): TBD</td>
</tr>
<tr>
<td>Interior Glazing: No</td>
<td>Exit Required: TBD</td>
</tr>
</tbody>
</table>

#### 2. Internal Finishes

<table>
<thead>
<tr>
<th>Wall Finish: Paint</th>
<th>Signage: Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Finish/ Base: Ceramic tile</td>
<td>Doors Finish: Powder coated aluminium</td>
</tr>
<tr>
<td>Floor Boxes: No</td>
<td>Door Hardware: Lever handle</td>
</tr>
<tr>
<td>Floor Drains: Yes</td>
<td>Door Access: N/A</td>
</tr>
<tr>
<td>Ceiling Finish: Plasterboard ceiling wet areas</td>
<td>Window Finish: N/A</td>
</tr>
<tr>
<td>Ceiling Lighting: Yes</td>
<td>Window Hardware: N/A</td>
</tr>
</tbody>
</table>

#### 3. Mechanical

<table>
<thead>
<tr>
<th>Area Temperature (°F) Winter: 69 ± 1</th>
<th>Heating: Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Temperature (°F) Summer: 74 ± 1</td>
<td>Cooling: Yes</td>
</tr>
<tr>
<td>Thermostatic Control: N/A</td>
<td>Ventilation Strategy: Mechanical ventilation</td>
</tr>
<tr>
<td>Relative Humidity (%RH): 40% - 50%</td>
<td>Mech Vent and Cooling Equip: Fan coil unit and Air handling unit</td>
</tr>
<tr>
<td>Humidity Control: No</td>
<td>Mechanical Air Volume Control: Yes</td>
</tr>
<tr>
<td>Ventilation (Air Changes/hr): 8</td>
<td>Mech Vent Local User Control: No</td>
</tr>
<tr>
<td>Relative Pressure: Negative</td>
<td>Mech/Nat vent Local indicator: Yes</td>
</tr>
<tr>
<td>Pressure Control: No</td>
<td>Smoke Extraction: No</td>
</tr>
<tr>
<td>Exhaust Type: General</td>
<td>HVAC Noise Level (dB): 40</td>
</tr>
</tbody>
</table>

#### 4. Electrical

<table>
<thead>
<tr>
<th>Luminaries: LED</th>
<th>Power Load Density (W/m2): 25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Levels (Lux): 150</td>
<td>Power Sockets: 1</td>
</tr>
<tr>
<td>Load Density (W/m2): 6</td>
<td>Floor Boxes: N/A</td>
</tr>
<tr>
<td>Type of Control: Auto</td>
<td>Standby Power Required: No</td>
</tr>
<tr>
<td>Motion Sensor: Yes</td>
<td>Emergency Pull Cord: No</td>
</tr>
<tr>
<td>Control: Zoned</td>
<td>Induction Loop: No</td>
</tr>
<tr>
<td>Via BMS Control Room: Yes</td>
<td>ITC Power Outlets: N/A</td>
</tr>
<tr>
<td>Emergency Lighting Levels (Lux): 10.8</td>
<td>Data Outlets: N/A</td>
</tr>
<tr>
<td>Audio and Video Equipment: N/A</td>
<td>Data and Voice Equipment: N/A</td>
</tr>
</tbody>
</table>

#### 5. Public Health

| Automatic Sprinkler: Yes | Gas Supply Type: No |
| Sprinkler Type: Upright/Pendent | Soil connection: Yes |
| Sanitary Equipment: Toilet, Sink | Waste Connection: Yes |
| Domestic Hot Water: Yes | Shower Drain: No |
| Potable Cold Water: Yes | Grey Water Disposal: Yes |
| Thermostatically Controlled: Yes | Foul Water Disposal: Yes |

#### 6. Fire Protection

| Standard Sprinklers Protection: Yes | Detection Type: Smoke Detector |
| Preaction Sprinkler Protection: No | Cold Smoke Clearance Control: Air-Conditioning |
| Fire and Smoke Protection Type: N/A | Fire and Voice Alarm Type: N/A |

#### 7. Security Equipment

N/A

#### 8. Furniture, Fittings and Equipment

| Provision is to be as required by code. |

#### 9. Notes and Additional Requirements

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
</table>
**Area Data Sheet**

**Project Title:** National Western Center Expo Hall

<table>
<thead>
<tr>
<th>Type ID: EXP-07</th>
<th>Typical Area Type: First Aid Rooms</th>
</tr>
</thead>
</table>

### 1. Area Information

- **Department:** Public
- **Function Description:** Public medical facilities
- **Preferred Adjacency:** Expo Hall
- **Disabled Access:** Yes
- **Daylighting/Views:** No
- **Visual Privacy:** Yes
- **Interior Glazing:** No
- **Exits Required:** N/A

**Minimum Assignable Area (sqft): TBD**

**Minimum Clear Ceiling Height (ft): 8**

**Acoustic Category (NR): 35**

**Occupant Load:** TBD

**Fire Separation (minutes): TBD**

**Disabled Access:** Yes

**Occupants:** Medical Staff

**Occupant:** Medical Staff

**Exterior Glazing:** No

### 2. Internal Finishes

<table>
<thead>
<tr>
<th>Wall Finish</th>
<th>Paint</th>
<th>Signage</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Finish/ Base</td>
<td>Vinyl Sheet</td>
<td>Doors Finish: Powder coated aluminium</td>
<td></td>
</tr>
<tr>
<td>Floor Boxes:</td>
<td>Yes</td>
<td>Door Hardware: Lever handle</td>
<td></td>
</tr>
<tr>
<td>Floor Drains:</td>
<td>Yes</td>
<td>Door Access: N/A</td>
<td></td>
</tr>
<tr>
<td>Ceiling Finish:</td>
<td>Plasterboard ceiling</td>
<td>Window Finish: N/A</td>
<td></td>
</tr>
<tr>
<td>Ceiling Lighting:</td>
<td>Yes</td>
<td>Window Hardware: N/A</td>
<td></td>
</tr>
</tbody>
</table>

### 3. Mechanical

**Area Temperature (°F) Winter:** 69 ± 1

**Area Temperature (°F) Summer:** 74 ± 1

**Thermostatic Control:** Yes

**Relative Humidity (%RH):** 40% - 50%

**Humidity Control:** No

**Ventilation (Air Changes/hr):** 8 (ASHRAE 62.1, Table D-1 Primary)

**Relative Pressure:** Negative

**Pressure Control:** No

**Exhaust Type:** General

**HVAC Noise Level (dB):** 40

### 4. Electrical

**Luminaries:** LED

**Power Load Density (W/m²):** 10

**Levels (Lux):** 500

**Power Sockets:** 2

**Load Density (W/m²):** 15

**Floor Boxes:** N/A

**Type of Control:** Manual

**Motion Sensor:** No

**Control:** Local

**Via BMS Control Room:** N/A

**ITC Power Outlets:** N/A

**Emergency Lighting Levels (Lux):** 10.8

**Data Outlets:** Yes

**Audio and Video Equipment:** RDO

**Data and Voice Equipment:** IPX, WLN, DNT, DCM, IPV

### 5. Public Health

**Automatic Sprinkler:** Yes

**Sprinkler Type:** Upright/Pendent

**Sanitary Equipment:** Sink

**Domestic Hot Water:** Yes

**Potable Cold Water:** Yes

**Thermostatically Controlled:** Yes

**Standard Sprinklers Protection:** Yes

**Preaction Sprinkler Protection:** No

**Fire and Smoke Protection Type:** N/A

**Fire and Smoke Alarm Type:** RIN

### 6. Fire Protection

**Detection Type:** Smoke Detector

**Cold Smoke Clearance Control:** Air-Conditioning

**Access Control**

### 7. Security Equipment

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements

To include space for stretcher.
## AREA DATA SHEET

### Project Title: National Western Center Expo Hall

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>EXP-08</th>
<th>Typical Area Type:</th>
<th>Kitchens</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Area Information</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td>Catering Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Function Description:</td>
<td>Main kitchen facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preferred Adjacency:</td>
<td>Expo Hall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daylighting/ Views:</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Assignable Area (sqft):</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acoustic Category (NR):</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupant Load:</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupants:</td>
<td>Catering Staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exit Required:</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Internal Finishes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wall Finish</td>
</tr>
<tr>
<td>Floor Finish/ Base</td>
</tr>
<tr>
<td>Floor Boxes:</td>
</tr>
<tr>
<td>Floor Drains:</td>
</tr>
<tr>
<td>Ceiling Finish:</td>
</tr>
<tr>
<td>Ceiling Lighting:</td>
</tr>
<tr>
<td>Door Finish:</td>
</tr>
<tr>
<td>Door Hardware:</td>
</tr>
<tr>
<td>Door Access:</td>
</tr>
<tr>
<td>Window Finish:</td>
</tr>
<tr>
<td>HVAC Noise Level (dB):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Mechanical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Temperature (*F) Winter</td>
</tr>
<tr>
<td>Area Temperature (*F) Summer</td>
</tr>
<tr>
<td>Thermostat Control:</td>
</tr>
<tr>
<td>Relative Humidity (%RH):</td>
</tr>
<tr>
<td>Humidity Control:</td>
</tr>
<tr>
<td>Ventilation (Air Changes/hr):</td>
</tr>
<tr>
<td>Relative Pressure:</td>
</tr>
<tr>
<td>Pressure Control:</td>
</tr>
<tr>
<td>Exhaust Type:</td>
</tr>
<tr>
<td>HVAC Noise Level (dB):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Electrical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Luminaries:</td>
</tr>
<tr>
<td>Levels (Lux):</td>
</tr>
<tr>
<td>Load Density (W/m2):</td>
</tr>
<tr>
<td>Type of Control:</td>
</tr>
<tr>
<td>Motion Sensor:</td>
</tr>
<tr>
<td>Control:</td>
</tr>
<tr>
<td>Via BMS Control Room:</td>
</tr>
<tr>
<td>Emergency Lighting Levels (Lux):</td>
</tr>
<tr>
<td>Audio and Video Equipment:</td>
</tr>
<tr>
<td>Gas Supply Type:</td>
</tr>
<tr>
<td>Standby Power Required:</td>
</tr>
<tr>
<td>Induction Loop:</td>
</tr>
<tr>
<td>ITC Power Outlets:</td>
</tr>
<tr>
<td>Data Outlets:</td>
</tr>
<tr>
<td>Data and Voice Equipment:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Public Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic Sprinkler:</td>
</tr>
<tr>
<td>Upright/Pendent:</td>
</tr>
<tr>
<td>Sanitary Equipment:</td>
</tr>
<tr>
<td>Domestic Hot Water:</td>
</tr>
<tr>
<td>Potable Cold Water:</td>
</tr>
<tr>
<td>Thermostatically Controlled:</td>
</tr>
<tr>
<td>Gas Supply Type:</td>
</tr>
<tr>
<td>Cold Smoke Clearance Control:</td>
</tr>
<tr>
<td>Foul Water Disposal:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Fire Protection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Sprinklers Protection:</td>
</tr>
<tr>
<td>Detection Type:</td>
</tr>
<tr>
<td>Preaction Sprinkler Protection:</td>
</tr>
<tr>
<td>Cold Smoke Clearance Control:</td>
</tr>
<tr>
<td>Fire and Smoke Protection Type:</td>
</tr>
<tr>
<td>Fire and Voice Alarm Type:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Security Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Control</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Furniture, Fittings and Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment for the operation of the Kitchen will be developed with input from the Operator and the Food service provider.</td>
</tr>
</tbody>
</table>

| 9. Notes and Additional Requirements |
<table>
  <thead>
    <tr>
      <th>Description</th>
      <th>Type ID: EXP-09</th>
      <th>Typical Area Type: Maintenance Storage</th>
    </tr>
  </thead>
  <tbody>
    <tr>
      <td>Department:</td>
      <td>Venue Operations</td>
      <td>Minimum Assignable Area (sqft): TBD</td>
    </tr>
    <tr>
      <td>Function Description:</td>
      <td>Main storage</td>
      <td>Minimum Clear Ceiling Height (ft): To underside of slab</td>
    </tr>
    <tr>
      <td>Preferred Adjacency:</td>
      <td>Expo Hall</td>
      <td>Acoustic Category (NR): 40</td>
    </tr>
    <tr>
      <td>Disabled Access:</td>
      <td>Yes</td>
      <td>Occupant Load: TBD</td>
    </tr>
    <tr>
      <td>Daylighting/Views:</td>
      <td>No</td>
      <td>Ocupant: Facilities Management</td>
    </tr>
    <tr>
      <td>Visual Privacy:</td>
      <td>No</td>
      <td>Fire Separation (minutes): TBD</td>
    </tr>
    <tr>
      <td>Interior Glazing:</td>
      <td>No</td>
      <td>Exits Required: TBD</td>
    </tr>
  </tbody>
</table>

### 2. Internal Finishes

<table>
<thead>
<tr>
<th>Description</th>
<th>Type ID: EXP-09</th>
<th>Typical Area Type: Maintenance Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wall Finish</td>
<td>Paint</td>
<td>Signage</td>
</tr>
<tr>
<td>Floor Finish/ Base</td>
<td>Sealed concrete</td>
<td>Doors Finish: Powder coated aluminium</td>
</tr>
<tr>
<td>Floor Boxes</td>
<td>No</td>
<td>Door Hardware: Lever handle</td>
</tr>
<tr>
<td>Floor Drains</td>
<td>No</td>
<td>Door Access: Swipe card</td>
</tr>
<tr>
<td>Ceiling Finish</td>
<td>N/A</td>
<td>Window Finish: N/A</td>
</tr>
<tr>
<td>Ceiling Lighting</td>
<td>Yes</td>
<td>Window Hardware: N/A</td>
</tr>
</tbody>
</table>

### 3. Mechanical

<table>
<thead>
<tr>
<th>Description</th>
<th>Type ID: EXP-09</th>
<th>Typical Area Type: Maintenance Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Temperature (°F) Winter</td>
<td>69 ± 1</td>
<td>Heating: Yes</td>
</tr>
<tr>
<td>Area Temperature (°F) Summer</td>
<td>74 ± 1</td>
<td>Cooling: Yes</td>
</tr>
<tr>
<td>Thermostat Control</td>
<td>No</td>
<td>Ventilation Strategy: 100 % Fresh air and fan coil unit</td>
</tr>
<tr>
<td>Relative Humidity (%RH):</td>
<td>40% - 50%</td>
<td>Mech Vent and Cooling Equip: Fan coil unit and Air handling unit</td>
</tr>
<tr>
<td>Humidity Control</td>
<td>No</td>
<td>Mechanical Air Volume Control: Yes</td>
</tr>
<tr>
<td>Ventilation (Air Changes/hr):</td>
<td>6 (ASHRAE 62.1, Table D-1 Primary)</td>
<td>Mech Vent Local User Control: No</td>
</tr>
<tr>
<td>Relative Pressure</td>
<td>Neutral</td>
<td>Mech/Nat vent Local indicator: Yes</td>
</tr>
<tr>
<td>Pressure Control</td>
<td>No</td>
<td>Smoke Extraction: No</td>
</tr>
<tr>
<td>Exhaust Type</td>
<td>General</td>
<td>HVAC Noise Level (dB): 40</td>
</tr>
</tbody>
</table>

### 4. Electrical

<table>
<thead>
<tr>
<th>Description</th>
<th>Type ID: EXP-09</th>
<th>Typical Area Type: Maintenance Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Luminaries:</td>
<td>LED</td>
<td>Power Load Density (W/m²): 10</td>
</tr>
<tr>
<td>Levels (Lux):</td>
<td>150</td>
<td>Power Sockets: 6</td>
</tr>
<tr>
<td>Load Density (W/m²):</td>
<td>10</td>
<td>Floor Boxes: N/A</td>
</tr>
<tr>
<td>Type of Control:</td>
<td>Manual</td>
<td>Standby Power Required: No</td>
</tr>
<tr>
<td>Motion Sensor</td>
<td>No</td>
<td>Emergency Pull Cord: No</td>
</tr>
<tr>
<td>Control:</td>
<td>N/A</td>
<td>Induction Loop: No</td>
</tr>
<tr>
<td>Via BMS Control Room:</td>
<td>N/A</td>
<td>ITC Power Outlets: N/A</td>
</tr>
<tr>
<td>Emergency Lighting Levels (Lux):</td>
<td>10.8</td>
<td>Data Outlets: N/A</td>
</tr>
<tr>
<td>Audio and Video Equipment:</td>
<td>N/A</td>
<td>Data and Voice Equipment: N/A</td>
</tr>
</tbody>
</table>

### 5. Public Health

<table>
<thead>
<tr>
<th>Description</th>
<th>Type ID: EXP-09</th>
<th>Typical Area Type: Maintenance Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic Sprinkler:</td>
<td>Yes</td>
<td>Gas Supply Type: No</td>
</tr>
<tr>
<td>Sprinkler Type:</td>
<td>Upright/Pendent</td>
<td>Soil connection: No</td>
</tr>
<tr>
<td>Sanitary Equipment:</td>
<td>N/A</td>
<td>Waste Connection: No</td>
</tr>
<tr>
<td>Domestic Hot Water:</td>
<td>No</td>
<td>Shower Drain: No</td>
</tr>
<tr>
<td>Potable Cold Water:</td>
<td>No</td>
<td>Grey Water Disposal: No</td>
</tr>
<tr>
<td>Thermostatically Controlled:</td>
<td>No</td>
<td>Foul Water Disposal: No</td>
</tr>
</tbody>
</table>

### 6. Fire Protection

<table>
<thead>
<tr>
<th>Description</th>
<th>Type ID: EXP-09</th>
<th>Typical Area Type: Maintenance Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Sprinklers Protection:</td>
<td>Yes</td>
<td>Detection Type: Smoke Detector</td>
</tr>
<tr>
<td>Preatention Sprinkler Protection:</td>
<td>No</td>
<td>Cold Smoke Clearance Control: Air-Conditioning</td>
</tr>
<tr>
<td>Fire and Smoke Protection Type:</td>
<td>N/A</td>
<td>Fire and Voice Alarm Type: RIN</td>
</tr>
</tbody>
</table>

### 7. Security Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Type ID: EXP-09</th>
<th>Typical Area Type: Maintenance Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Control, Intrusion Detection System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 8. Furniture, Fittings and Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Type ID: EXP-09</th>
<th>Typical Area Type: Maintenance Storage</th>
</tr>
</thead>
</table>

### 9. Notes and Additional Requirements

<table>
<thead>
<tr>
<th>Description</th>
<th>Type ID: EXP-09</th>
<th>Typical Area Type: Maintenance Storage</th>
</tr>
</thead>
</table>
## Project Title: National Western Center Expo Hall

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>EXP-10</th>
<th>Typical Area Type:</th>
<th>Garbage and Recycling</th>
</tr>
</thead>
</table>

### 1. Area Information

- **Department:** Venue Operations
- **Function Description:** Main refuse and recycling facility
- **Preferred Adjacency:** Expo Hall
- **Disabled Access:** Yes
- **Daylighting/ Views:** No
- **Visual Privacy:** Yes
- **Interior Glazing:** No
- **Exits Required:** TBD

### 2. Internal Finishes

- **Wall Finish:** Paint
- **Floor Finish/ Base:** Sealed concrete
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** N/A
- **Ceiling Lighting:** Yes
- **Signage:** Yes
- **Door Hardware:** Push bar handle
- **Door Access:** N/A
- **Window Finish:** N/A
- **Window Hardware:** N/A

### 3. Mechanical

- **Area Temperature (°F) Winter:** 60 ± 1
- **Area Temperature (°F) Summer:** 65 ± 1
- **Thermostat Control:** N/A
- **Relative Humidity (%RH):** 40% - 50%
- **Ventilation (Air Changes/hr):** 15 (ASHRAE 62.1, Table D-1 Primary)
- **Relative Pressure:** Neutral
- **Pressure Control:** No
- **Luminaries:** LED
- **Power Load Density (W/m²):** 10
- **Levels (Lux):** 150
- **Power Sockets:** 2
- **Type of Control:** Manual
- **Control:** Local
- **Via BMS Control Room:** N/A
- **Emergency Lighting Levels (Lux):** 10.8
- **Audio and Video Equipment:** N/A
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Sink
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Security Access, CCTV:**
- **Smoke Detector:**
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Voice Alarm Type:** RIN

### 4. Electrical

- **Power Load Density (W/m²):** 10
- **Floor Boxes:** N/A
- **Emergency Pull Cord:** No
- **Induction Loop:** N/A
- **Data Outlets:** No
- **Data and Voice Equipment:** WLN

### 5. Public Health

- **Sanitary Equipment:** Sink
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Foul Water Disposal:** Yes

### 6. Fire Protection

- **Fire and Smoke Protection Type:** N/A

### 7. Security Equipment

- **Security Access, CCTV:**

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements
## AREA DATA SHEET

**Project Title:** National Western Center Expo Hall

<table>
<thead>
<tr>
<th>Type ID: EXP-11</th>
<th>Typical Area Type:</th>
<th>Stairs</th>
</tr>
</thead>
</table>

### 1. Area Information

- **Department:** Access and Circulation
- **Function Description:** Vertical circulation
- **Minimum Assignable Area (sqft):** Varies
- **Preferred Adjacency:** TBD
- **Disabled Access:** Yes
- **Daylighting/Views:** No
- **Visual Privacy:** No
- **Interior Glazing:** No
- **Minimum Clear Ceiling Height (ft):** As Code Requires
- **Acoustic Category (NR):** N/A
- **Fire Separation (minutes):** TBD
- **Occupant Load:** TBD
- **Exits Required:** TBD

### 2. Internal Finishes

- **Wall Finish:** Paint
- **Floor Finish/ Base:** Sealed concrete
- **Floor Drains:** No
- **Ceiling Finish:** N/A
- **Floor Finish:** Sealed concrete
- **Doors Finish:** Powder coated aluminium
- **Floor Boxes:** No
- **Ceiling Lighting:** N/A
- **Ceiling Finish:** N/A
- **Window Finish:** N/A
- **Window Finish:** N/A

### 3. Mechanical

- **Area Temperature (**F**) Winter:** N/A
- **Area Temperature (**F**) Summer:** N/A
- **Thermostatic Control:** N/A
- **Relative Humidity (% RH):** N/A
- **Humidity Control:** N/A
- **Ventilation (Air Changes/hr):** N/A
- **Relative Pressure:** N/A
- **Pressure Control:** No
- **Exhaust Type:** N/A
- **HVAC Noise Level (dB):** 40

### 4. Electrical

- **Luminaries:** LED
- **Power Load Density (W/m²):** 5
- **Levels (Lux):** 100
- **Load Density (W/m²):** 4
- **Type of Control:** Auto
- **Motion Sensor:** Yes
- **Control:** Zoned
- **Via BMS Control Room:** Yes
- **Emergency Lighting Levels (Lux):** 10.8
- **Audio and Video Equipment:** N/A

### 5. Public Health

- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Sprinkler Type:** Upright/Pendent
- **Soil connection:** No
- **Waste Connection:** No
- **Shower Drain:** No
- **Grey Water Disposal:** No
- **Foul Water Disposal:** No

### 6. Fire Protection

- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Detection Type:** Smoke Detector
- **Cold Smoke Clearance Control:** N/A
- **Fire and Voice Alarm Type:** MCP, VAD

### 7. Security Equipment

- **N/A**

### 8. Furniture, Fittings and Equipment

### 9. Notes and Additional Requirements
Section 3
1909 Building

3.1 PURPOSE
a. The 1909 Building has a long history serving as a primary entertainment and competition venue for the National Western Center.
b. The 1909 Building is a designated Denver landmark structure and is a significant historic building in Denver that must be preserved for future operations.
c. The 1909 Building is currently comprised of an enclosed 360-degree amphitheater seating bowl with continuous tiered seating encircling a central show ring. A series of additional buildings have also been developed adjacent or adjoining the 1909 Building over the past century.
d. The planned rehabilitation of the 1909 Building as a public market is intended as a year-round, carefully crafted mix of diverse owner-operated shops, stalls, and restaurants. It shall be a fully ADA compliant public space that showcases the community’s unique character and culture, meets everyday shopping needs, and provides a unique visitor experience that is fun and entertaining.
e. Unless otherwise specified in this Section 3, Developer is responsible for meeting all of the requirements set out in this Section.

3.2 DEVELOPER SCOPE
a. In addition to the items listed in this Section, Developer shall be responsible for doing all things to ensure that the requirements of this Section 3 are met.
b. Developer shall retain and rehabilitate the 1909 Building structure and exterior envelope to express the original historic building features and appearance.
c. Developer shall demolish adjacent and adjoining non-contributing buildings in accordance with the aspiration to express the historic building features.
d. Developer shall provide services infrastructure and fit out works to enable the building to be a fully functional public market, as described in Section 3.3.
e. Developer shall install HVAC, plumbing, electrical, lighting, staircases, access routes, and primary building fire compartmentation.
f. Developer shall undertake external hard and soft landscaping renovation within the designated landmark boundary zone, including relevelling to generate maximum step free access, provision of portico structures, promenade areas, truck pad, and compound to support the public market function.

3.3 PUBLIC MARKET
3.3.1 Focus
The focus of the public market will be on fresh food, distinctive local owner-operated businesses, and community interaction. Further leasable commercial space primarily comprising co-working office space is also proposed.

3.3.2 Retail and Tenant Composition
a. The conceptual retail and tenant composition for the public market is as follows:
   i. primarily public market functions;
   ii. approximately 2/3 of the retail space shall be focused on providing different types and categories of food;
   iii. no more than 1/3 of the market’s retail offerings shall be non-food related comprising craft and neighborhood businesses complimentary to the retail mix;
iv. approximately 2/3 of the total food offering shall be fresh foods with 1/3 restaurants and prepared food stalls;

v. initial goal of 1/3 secondary locations of existing successful businesses, 1/3 prior business owners with new businesses, and 1/3 start-ups;

vi. goal of 100 percent tenancy comprised of owner operators;

vii. goal of few if any national chains or franchises; and

viii. differential rent based on use.

b. The City anticipates careful curation of special tenants to achieve the public market’s stated vision and mission. These special tenants may include:

i. Colorado Gallery of Fine Crafts;

ii. Aquaculture;

iii. Made in Colorado Store; and/or

iv. Showcase of Colorado Agriculture.

3.4 1909 BUILDING

a. For the public market to be functionally feasible, certain fundamental changes to the existing 1909 Building interior and fabric will be required.

b. All exterior work must meet the Design Guidelines for Denver Landmark Structures and Districts or must be approved by the Landmark Preservation Commission.

3.4.1 Space Requirements

3.4.1.1 Facilities

a. The 1909 Building shall contain the following primary facilities:

i. double-height central public market hall space to enable stalls, tables, carts, and event space;

ii. public market hall aisles with designated spill out space for product displays;

iii. retail units with outdoor spill out;

iv. restaurants with indoor and outdoor seating deck access;

v. event space with adjacent remnant seating retention;

vi. exterior promenade encircling building for spill out and restaurant or café seating;

vii. central kitchen facilities for shared tenant and venue operation use;

viii. leasable, flexible commercial space accommodating office, event, and meeting functions;

ix. community event space

x. venue operation, administration, and ancillary areas;

xi. plant and service rooms; and

xii. service yard and loading area.

xiii. required furniture, fittings and equipment to areas to allow for operational use in event and non-event scenarios.
b. A range of external facilities in proximity to the 1909 Building are required as follows:
   i. portico or covered areas to support outdoor seasonal market with capacity to accommodate around 12 vendors and day tables;
   ii. approximately 3-4 food truck pads;
   iii. eating and event pavilion spaces; and
   iv. flexible outdoor public events plaza for programmed activities such as agricultural events, social gatherings, busker activities, and outdoor performance.

   c. It is noted that for any additional areas identified by the City in the design process, the Developer shall work with their design team to search for efficiencies in the spatial design to accommodate those areas. The design process must be undertaken in close collaboration with the City to ensure operational design considerations are incorporated into the design.

3.4.1.2 Functional Layout

   a. For the purposes of this Section 3, the public market facilities are organized into the functional categories show in Figure 4-1.

   b. A potential high-level layout of the various spaces comprising the public market is shown in Figure 4-2. This is provided for information purposes only. The Developer is required to develop the layout in satisfaction of the requirements of this Section 3.

Figure 3-1: Functional categories of public market facilities
c. Figure 4-3 through Figure 4-8 illustrate indicative primary functional and approximate proportional relationships corresponding to the program areas for first and mezzanine levels. The Developer is responsible for developing the final design of the 1909 Building consistent with the requirements of this section and submitting such design to the City and the Denver Landmark Preservation Commission for approval.

d. In developing the design, key features and considerations will be:

i. arrangement is contained within the historic envelope of the 1909 Building except the promenade and exterior spill-out;

ii. arrangement maximizes first level public market/retail usage while retaining character defining features including envelope and structural configuration;

iii. main public entrance is at grade with level access to the north, with back of house / plant / loading to the south facing I-70;

iv. locational zones indicated in this Section 3 for stalls, retail, and restaurants enabling variety of size and individual unit arrangement;

v. new mezzanine between envelope and interior column ring, preserving double height space within interior column ring;

vi. consolidated leasable commercial and venue operations functions on mezzanine;

vii. retention of a minimum of two (2) bays of existing seating overlooking the indoor plaza/event space;

viii. back of house area stacked over levels with dry/cold storage with immediate proximity to freight lifts;

ix. provision of dedicated restaurant restrooms where, in accordance with the Project Standards and Good Industry Practice, the distance to the primary restroom facilities is excessive; and

x. primary public stair and elevator circulation located in proximity to main entrance, public/restaurant seating, and restrooms on mezzanine level at opposing ends of the market hall.
Figure 3-3: First level concept functional arrangement diagram (not to scale)
Figure 3-4: Mezzanine level concept functional arrangement diagram (not to scale)
Figure 3-5: Conceptual functional arrangement illustration

First Level

Mezzanine Level

Legend:
- EVENT
- STALLS
- SPILL OUT
- RESTAURANTS
- RETAIL
- VENUE OPERATIONS
- CATERING
- RESTROOMS & WELFARE
- CIRCULATION
- PRIMARY PLANT
- COMMUNITY EVENT SPACE
e. The plan diagram in Figure 4-6 provides an indicative layout for stall type distribution. The Developer is responsible for developing the design in conjunction with the City, and the City will dictate the final stall configurations, which will be paid in accordance with the Section 9.2.2 of the Agreement. Key considerations should be:

i. a layout based on approximate 2/3 food & 1/3 non-food total retail allowance plus 2/3 fresh food, 1/3 restaurants and prepared food allocation within the overall food retail area allowance;

ii. centralized, consolidated, relatively open regular stall configuration which does not require integrated HVAC or ceilings, shall best utilize overhead daylight and maximize opportunities for clearer sightlines across the hall;

iii. food preparation and production stalls clustered in proximity to restaurants would create a legible consolidated dining hub with HVAC distribution efficiencies; and

iv. chilled food stalls with probable requirement for enhanced HVAC and ceilings also located on the hall perimeter to minimize cross hall ducting and stall sightline obstruction.
Figure 3-6: Indicative stall type arrangement diagram (not to scale)
3.4.1.3 Key Area Data Summary

a. The following data corresponds with area tabulation within the area schedule and measurement of existing drawing data for the 1909 Building. It shall be noted the net leasable square feet estimate shall ultimately depend on design and further discussions regarding historic preservation.

b. The current development program for the public market in the 1909 Building totals approximately 83,000 square feet. These areas are indicative and shall be refined by Developer based on building and Denver Landmark Preservation Commission constraints.

<table>
<thead>
<tr>
<th>Area</th>
<th>Minimum requirement (sq ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. First level</td>
<td></td>
</tr>
<tr>
<td>A. Gross internal area</td>
<td>51,000</td>
</tr>
<tr>
<td>B. Gross leasable area</td>
<td>35,400</td>
</tr>
<tr>
<td>C. Stalls and spill-out</td>
<td>18,810</td>
</tr>
<tr>
<td>D. Retail</td>
<td>5,100</td>
</tr>
<tr>
<td>E. Restaurants</td>
<td>4,600</td>
</tr>
<tr>
<td>F. Outdoor spill-out</td>
<td>6,235</td>
</tr>
<tr>
<td>G. Carts</td>
<td>175</td>
</tr>
<tr>
<td>H. Tables</td>
<td>480</td>
</tr>
<tr>
<td>ii. Mezzanine level</td>
<td></td>
</tr>
<tr>
<td>A. Gross internal area</td>
<td>32,000</td>
</tr>
<tr>
<td>B. Leasable area</td>
<td>13,850</td>
</tr>
<tr>
<td>C. Leasable commercial</td>
<td>9,500</td>
</tr>
<tr>
<td>D. Community event space</td>
<td>2,150</td>
</tr>
<tr>
<td>E. Multi-purpose room</td>
<td>1,150</td>
</tr>
<tr>
<td>F. Restaurant seating area</td>
<td>700</td>
</tr>
</tbody>
</table>

c. The total gross square footage shall not be reduced to a level that it is not possible to maintain visitor comfort standards. Where individual space areas are quoted, consideration shall be given for the area of internal walls and columns, which may need to be deducted.

3.4.1.4 Strategic Adjacencies

a. Figure 4-7 provides an idealized diagram to illustrate the principle functional adjacency requirements to be adapted to suit the opportunities within the 1909 Building.

b. Key considerations in determining the adjacency of various facilities should be:

i. stalls, retail, and restaurants consolidated to constitute the central public market hall environment;

ii. retail and restaurants located on the perimeter affording direct exterior access opportunities via the promenade;

iii. main public entrance adjacent indoor plaza and event space;

iv. indoor plaza/event space with remnant spectator seating;
v. leasable commercial and back of house venue operations facilities considered distinct areas discreet from primary public spaces and circulation; and

vi. possible dedicated venue operation staff entrance.

Figure 3-7: Adjacency requirements

3.4.2 Historic Landmark Building Context and Requirements

3.4.2.1 Landmark Designation

a. The 1909 Building was designated a Denver Landmark on April 18, 2016, and subsequently any physical alteration to the building envelope is subject to approval by the Denver Landmark Preservation Commission.

b. The Denver Landmark Preservation Commission must review and approve any proposed changes to the exterior of the 1909 Building that require a building or zoning permit.

c. The existing structure and exterior envelope of the 1909 Building shall be retained and rehabilitated with adjacent and adjoining non-contributing buildings demolished in accordance with the aspiration to express the historic building features.

d. In order to accommodate public market functions, a portion of the existing stadium seating is to be removed at the upper portion of the seating bowl to enable the addition of a new perimeter mezzanine, which will increase building capacity to approximately 83,000 square feet. The amount of stadium seating to retain may be subject to modification following consultations with the SHPO and the Department of the Interior if historic rehabilitation tax credits are pursued pursuant to Section 3.4.2.2.
3.4.2.2 Tax Credits

a. The 1909 Building may qualify as a certified historic structure eligible for both federal and state historic rehabilitation tax credits.

b. Physical and architectural changes to the 1909 Building shall be coordinated with the Secretary of the Interior’s Standards for the Rehabilitation of Historic Buildings when seeking rehabilitation plan approvals from the Denver Landmark Preservation Denver Building Department approvals, and if federal or state historic rehabilitation tax credits are sought.

c. Without jeopardizing the functionality of the public market, the Developer must meet the Secretary of Interior and SHPO requirements if federal and state historic rehabilitation tax credits or New Market Tax Credits are sought.

d. Rehabilitation projects that seek either federal or state historic tax credits must not “damage, destroy, or cover materials or features, whether interior or exterior, that help define the building’s historic character” and must comply with the Secretary of the Interior’s Standards for the Rehabilitation of Historic Buildings. In summary, the standards convey directive to “retain existing historic fabric, honor character-defining features, and develop a compatible use for the building”. Projects follow an application process that stops first at the state level and is reviewed by the State Historic Preservation Officer, before being forwarded for review at the national (NPS) level.

3.4.3 Preservation Requirements

3.4.3.1 Key Character Defining Features

a. The public market renovation of the 1909 Building shall retain key components of historic character defining features.

b. The Denver Landmark application identified character defining features as follows:

i. exterior:
   A. oval plan;
   B. fenestration encompassing original window openings, stone sills, and steel lintels;
   C. six entrances with square, projecting hipped-roof towers, peaked parapet, and simple, decorative brick;
   D. brick exterior walls with corbelled pilasters and bay pattern extending between entries;
   E. central, full-oval monitor, hipped pyramidal roof with clerestory windows;
   F. oval main low shed roof with skylights;
   G. brick and stone exterior material (originally unpainted);

   ii. interior:
     A. arched steel structural truss system;
     B. vertical steel columns; and
     C. green wood-and-iron stadium seating, including the wood slates embedded in the concrete riser floor and the concrete riser floor itself.

3.4.3.2 Preservation

a. It is vital that Developer’s design team includes demonstrable experience of large-scale historic rehabilitation projects.
b. Developer shall consider the following design elements:
   i. protection of the building during removal of non-historic elements;
   ii. integration of new mechanical, electrical, and plumbing services within the historic shell; and
   iii. renovation and design detailing of the protected building features.

c. The 1909 Building Historic Structure Assessment dated January 2019 and included in the Reference Documents contains a preservation plan that includes a summary of prioritized works pertaining to future preservation and renovation. This Preservation Plan is provided for reference only and is in no way a substitute for a complete design and engineering process to be completed by Developer.

d. Building changes associated with historic significance that would be considered to preserve key character defining features of historic character defining features include the following, noting this list is an initial indicative summary for reference and does not represent a fully comprehensive evaluation:
   i. selective new openings in exterior walls;
   ii. restoration of original openings comprising windows, clerestory, and skylights to illuminate the space;
   iii. removing the paint from the exterior walls;
   iv. repointing and restoring the red brick to its original condition;
   v. removing some of the stadium style seating;
   vi. building a mezzanine level between the exterior walls and the interior column ring, preserving the open space within the interior column ring with the mezzanine slab constructed at height which does not obstruct historic fenestration, and which maintains approximately 11ft minimum clear headroom between bottom of truss structure and finished mezzanine floor level;
   vii. retaining representations of historic features such as hallway, stadium seating, original entries and flagpoles (now with art flags of fresh foods, etc.); and
   viii. possible extension of selective historic windows at façade to entry level to create new door openings for direct retail unit access.

e. Indicative illustrations of the changes listed in Section 3.4.3.2d are provided in Figure 4-8 to Figure 4-11.
Figure 3-8: 1909 Building changes associated with historical significance

- Flagpoles retained
- Central, full-oval monitor, hipped pyramidal roof
- Restoration of original openings comprising windows, clerestory, & skylights to illuminate the space
- Brick exterior walls with corbelled pilasters & bay pattern extending between entries
- 6 entrances with square, projecting hipped-roof towers, peaked parapet, & simple, decorative brick
- New openings in exterior walls
- Repointing & restoring the red brick to its original condition
- Possible extension of historic windows at façade to entry level to create new door openings for direct retail unit access
Figure 3-9: Internal changes of historical significance

1: Existing stadium seating
2: Seat removal with minimum 2 bay retention
3: New mezzanine preserving oval open space
4: Restoration of existing structure

Figure 3-10: Section through 1909 Building indicating mezzanine and retained structure

Structural restoration of arched roof trusses & columns
Glazed clerestory & rooflights
New oval mezzanine construction
Figure 3-11: Indicative illustration of approach to primary public entrance on the north east facade.
3.4.4 Landmark Boundary

a. The extent of site area considered of historical significance for the purposes of satisfying the requirements of this Section 3.4 includes the 1909 Building and the surrounding area defined in the Denver landmark Preservation Commission Application (the “Landmark Boundary”).

b. The intent of this boundary is to ensure that an adequate amount of space is afforded to consider the effect of other buildings that are built in proximity to, and to protect, the 1909 Building from potential new adjoining development.

c. Figure 3-12 shows the plan extracted from Denver Landmark Preservation Commission Application for Landmark Designation: 2016212 Stadium Arena Landmark Application, which is included in the Reference Documents.

Figure 3-12: Landmark Boundary

3.4.5 Food Retail Design & Planning

a. The change of use of the 1909 Building to a public market shall require significant expertise in the planning, design, and delivery of food-based retail spaces, kitchens and food preparation areas.

b. Developer shall work closely with the City to ensure the needs of potential tenants are reflected in the flexibility of the final spaces.

c. In addition to the delivery of the physical spaces, specialists in food retail are required to assist the development of the financial and operational planning with the Operator.

3.4.6 Operational Logistics

In consultation with the City, Developer shall develop a strategy for the expected daily delivery and servicing profile for all 1909 Building operational scenarios and shall coordinate this with the program-wide logistics strategy.
3.4.7 Maintenance and Access

a. Developer’s design shall demonstrate that the 1909 Building provides safe, economical, and efficient maintenance opportunities for the removal, cleaning and replacement of building elements throughout the design life of the building.

b. Where building components require periodic inspection and cleaning, the design shall demonstrate access routes, equipment, and any personnel training that is required to achieve inspection and cleaning in a safe and timely manner to maximize efficiency and design life.

c. The design shall develop a detailed Maintenance Access and Cleaning Strategy for building elements providing safe access and working practice.

3.5 PUBLIC MARKET, RETAIL & RESTAURANTS

3.5.1 Spill Out Space

a. Adding to the character of the public market shall be displays of distinctive products that ‘spill-out’ in front of the stalls to the interior aisles. Spill-out space shall occupy a significant amount of the public market space. This spill-out of tenant products, both towards the interior aisles and to the exterior from the façade, adds to the sense of vibrancy and richness of display.

b. For exterior stores and interior stalls, 4 feet of spill-out as display space, externally and inside toward the aisles, shall be allowed beyond traditional lease lines.

c. Common aisles that would otherwise feel constrained by narrow widths, shall feel comfortable as the spill-out typically does not rise above waist height.

d. Relative to other 1909 Building renovation spaces, spill-out space shall be minimally finished, typically not requiring significant utilities or build-out.

e. Floor paint may be used to demarcate spill out space to discourage tenants from encroaching on the pedestrian through-way.

f. Wider aisles and the outside space built to accommodate spill-out shall also accommodate items such as informal seating and public art.

g. Developer shall seek approval from Denver Landmark Preservation Commission to allow perimeter stores to spill-out onto an exterior promenade area encircling portions of the 1909 Building.

3.5.2 Cart Areas

a. Carts shall occupy the internal public market plaza. Carts shall be mobile and potentially located outside when there is a special event in the outdoor plaza.

b. Developer shall provide areas for carts both during operation and for off-hour storage. Free standing mobile carts can be as small as 4’ x 6’ to 8’, depending on their use. Developer shall provide space for at least 6 carts, with two (2) 5’ x 8’ and four (4) 4’ x 6’ carts. Developer shall provide access to power and data connectivity during operations to cart areas.

3.5.3 Day Table Areas (Exterior)

a. The Developer shall provide outdoor day-table areas under porticos in the outdoor plaza to enable seasonal market offerings with approval required from the Denver Landmark Preservation Commission for any portico design.

b. The provision of the tables themselves is excluded from the Developer’s scope.

3.5.4 Food Trucks Pads (Exterior)

a. Developer is required to provide food truck outside ‘pads’ with electric plug ins and water hook-up with adjacent space reserved for active public amenities and
restaurant seating, which shall be subject to Denver Landmark Preservation Commission review and approval.

b. Foot truck pads shall not be immediately next to the 1909 Building, but shall be in proximity to the 1909 Building.

c. Each foot truck pad shall require approximately 1,000 square feet of space with total number of pads subject to City and Operator directive.

3.5.5 Retail Stores

a. Retail stores shall have walled enclosure and secure access. They shall be located on the perimeter of the public market building interior. Walled enclosure may not block window transparency.

b. Retail stores shall range in size from an approximate minimum of 300 square feet up to around 1,200 square feet. The retail spaces shall be provided to shell construction with paint finish to walls, structural ceiling soffits and services. Acoustic baffle ceiling treatment shall be subject to tenant preference and negotiation with the City and/or Operator. Capped off power, data, drainage, and floor penetrations for floor drain, grease trap, and range hood chases shall be provided. Sealed concrete floor finish shall accommodate future floor finish by the tenant.

c. The stores shall have an element of glazed frontage to animate building façade and plaza streetscape. This is subject to historic tax credit considerations as well as Denver Landmark Preservation Commission review, with glazed aspect to be synchronized with the original building façade composition, including utilization of existing access and window openings.

d. External and internal spill-out space shall be visible from inside the store. Some stores can combine with stalls so that they can be entered from the outside, as well as from the internal common aisle, providing a secondary through route into the public market hall.

3.5.6 Restaurants

a. Restaurants shall be located on the public market hall perimeter at the building facade. Restaurant size may vary to suit offer and associated furnishing requirements. They shall be located together with proximity to a breakout seating area on mezzanine level and exterior promenade seating opportunities. Wherever possible, restaurant kitchens shall be visible.

b. A typical benchmark for most restaurants or coffee shops offering a general menu is to average approximately 15 square feet per person. This includes space for traffic aisles, wait stations, and cashier areas. As a further working premise, the dining or seating area comprises around 60% of the floor space with 40% reserved for kitchen, storage, and preparation areas. A restaurant scale ranging from approximately 1,000-2,250 square feet has been considered, affording approximate capacities of 50-100 patrons based on the criteria previously described. Further seating capacity shall be provided on the promenade and the seating area on mezzanine level.

c. Restaurant units shall be provided to shell construction with paint finish to walls, structural ceiling soffits and services. Acoustic baffle ceiling treatment shall be subject to tenant preference and negotiation with the City and Operator. Capped off power, data, drainage, and floor penetrations for floor drain, grease trap, and range hood chases shall be provided. Sealed concrete floor finish shall accommodate future floor finish by tenant.

d. An open seating area shall be provided on the mezzanine as a general amenity for all building occupants. The space shall include an area to be reserved for dedicated restaurant use. The seating shall overlook the market hall and afford views via
upper level windows to the exterior plaza. Primary restrooms, lift and staircase access shall be located adjacent.

3.5.7 Interior Plaza and Event Area

a. The internal public plaza shall serve as the key indoor public gathering place for the public market accommodating informal, non-ticketed public performances and events including concerts, educational events, fiestas, and community gatherings. The plaza shall provide a focal point within the public market with proximity to the main entrance potentially desirable.

b. A minimum area of 2,700 square feet of the plaza shall be provided to accommodate standing audience use such as a concert for approximately 240 people, or around 135 people seated at tables.

c. The Developer shall retain a minimum of two (2) bays of remnant seating overlooking indoor plaza and event area, with an indicative illustration of this arrangement shown in Figure 5-2.

d. There shall be sufficient space to accommodate a demountable stage area of approximately 300-400 square feet, with an indicative illustration of this arrangement shown in Figure 5-1.

e. The plaza shall be large enough to accommodate six (6) free-standing carts when the plaza is not in use for events.

f. An area adjacent the event plaza shall be provided and reserved for demountable table retail. This area shall be networked with capped off power and data supply shall future installation of stalls be desirable. The provision of these tables is excluded from the Developer’s scope.

g. There shall be provision of a nearby storage room to accommodate items such as public seating, demountable stage, multi-media, and audio equipment.

Figure 3-13: Indicative illustration of remnant seating
3.6 ARENA FLOOR

a. This Section 3.6 outlines the general requirements related to finish of the arena floor layout, to be determined in final consultation with the 1909 Building Operator and costs paid as directed by the City payable from the 1909 Building Allowance.

b. Developer shall design all elements required to provide the public market, retail, and restaurants as described in this section. Developer shall construct all elements, except those vertical elements to be located on the arena floor.

c. Elements to be located on the existing arena floor include stalls, carts, and demountable tables. The final layout of stalls, carts, and demountable tables will be determined based on consultation with the City following identification of the 1909 Building Operator. Work associated with material and installation for the final layout shall be directed by the City and costs paid from the 1909 Building Allowance described in the Project Agreement.

d. Developer shall provide utilities and infrastructure to accommodate a flexible range of final arena floor layouts and configurations.

3.6.1 Stalls

3.6.1.1 General

a. Subject to Section 3.5 and coordination with the 1909 Building Operator on the final layout of the arena floor, there shall be various types of sales outlets, including:

i. stalls;

ii. retail stores;

iii. restaurants;

iv. carts;

v. demountable tables;

vi. day tables (exterior); and

vii. food trucks (exterior).

b. Stalls shall be located centrally in the market hall. They shall vary in size and fit out requirements to accommodate the product they will offer, in accordance with Sections 3.6a and 3.30.1. They shall be open to customers without floor-to-ceiling storefront enclosures during trading hours. Stalls shall be visually permeable to customers, typically above the height of display counter level.

c. All customer aisles shall be double loaded with stalls where possible. Special double-wide production uses shall be located at the corner of each bank of stalls. Crossovers between aisles shall be allowed in stall aisles where possible.
Depending on the size and products offered, customers may be counter served or stalls can be designed to invite customers into the stall enclosure.

d. Stalls with the most eye-catching display and enticing aromas shall be located at primary entrance areas, for example, the flower stall or a production bakery. Some stalls shall open both into a common aisle and into a retail outlet at the perimeter of the public market space.

e. Stalls shall typically have lightweight wall enclosure where they connect with adjacent stalls and incorporate ceiling suspension framing for lighting and possible suspended ceiling finishes. Power, data, HVAC, water, and drainage provision shall be provided in accordance with Section 3.6a. Fit out and services provision extent varies to suit specific stall retail offer and is subject to the requirements of Section 3.6a as well as future City and Operator directive. Stall tenants shall be required to undertake additional fit-out works if they intend to personalize their stall beyond the standard provision that shall provided within the renovation works.

f. Stalls shall generally close via a simple chain gate or shutters that are secured after hours. If all the businesses inside the public market are closed at the same time, and if the stalls are only available behind a locked building entry door at night, then stalls do not necessarily need to be secured depending on their product value.

g. Stall types shall be:
   i. regular stalls, comprising the most basic stall specification, typically accommodating fruit, vegetables, spices, and other non-chilled food retail or non-food retail including locally produced crafts and neighborhood businesses complimentary to the market retail mix such as shoe repair or a florist;
   ii. chilled food stalls are stalls for butchers, fishmongers and other foods; and/or
   iii. food preparation and production stalls involve retail of food which is cooked, prepared or produced within the stall itself

h. Interior requirements for stalls are detailed in Section 3.6a.

### 3.6.2 Market Stall Finishes

a. Market stall finishes, equipment and fixtures shall conform with this Section 3.6a, including as illustrated on the indicative illustrations provided in Figure 15-1 to Figure 15-4.

b. Stall shall consist of primary structural steel frame including open grid painted ceiling framing. The frame shall be lightweight, modular and easily demountable with structural connections considered accordingly. Regular stalls may be designed with timber framing as they typically facilitate lower structural loading and simpler fit out criteria compared to the other stall types.

c. Moisture resistant gypsum board and medium density fiberboard enclosure shall be provided to walls between stalls.

d. Side walls between stalls shall range from counter to full height with aspiration to maximize views across the market hall.

e. Rear walls between stalls shall be full height.

f. Walls to prepared, production and chilled food stalls shall be finished in washable ceramic tile or PVC wall cladding. All other types of stall walls shall be painted.

g. The open ceiling frame shall support standard suspended stall lighting specification and possible hanging of goods for display.

h. With respect to regular stalls, HVAC shall be provided by the overall hall system without requirement for dedicated infrastructure within the stall.
i. Developer shall design hygienic finishes, worktops with sinks, hand wash basins, refrigerated display and enhanced HVAC provision within the chilled food stalls and the food preparation and production stalls.

j. Addition of a suspended hygienic moisture resistant mineral ceiling tile or gypsum board finish shall be provided as standard to the prepared, production and chilled food stalls with luminaires and integral HVAC fittings as required.

k. Deviation from the typical ceiling approach defined above, including provision of a ceiling finish to regular stalls, shall be not included in renovation works and subject to negotiation.

l. High level stall front identity signage comprising painted graphic on metal or laminate fascia boxing shall be designed by Developer.

m. Floor to ceiling steel security roller shutters may be provided at aisle frontages, particularly for chilled, prepared and food production stalls located towards the hall perimeter. Shutter headboxes shall be integrated with primary stall signage either face fixed or located above, otherwise chain link gates may be provided for a more cost-effective solution where appropriate.

n. Additional steel frame, gypsum board enclosed rooms shall typically be provided in chilled, prepared and food production stalls for cooking, food preparation or storage. These rooms shall be finished in washable PVC wall cladding as standard with standard market specification hollow metal door access. These rooms may also be integrated in larger regular stalls.

o. Developer shall provide table or bar counter seating for diners within the stall and spill out space for food preparation and production stalls.

p. Developer shall provide cooking hood vent connections to primary building extract infrastructure, grease trap, and floor drain penetrations as necessary. Where possible co-location of users that require hood chases, grease traps, and floor drains is beneficial. Ganged grease lines shall run to an outdoor buried grease trap/separator. Uses that have challenging odors like meat and fish, may benefit from enclosure with negative air pressure, venting odors ideally high-level through the building envelope.

q. Modular timber and laminate finished aisle facing counter units or glazed refrigerated display counters shall be designed by Developer subject to finalization of specific tenant requirements prior to market hall fit out works.

r. Water supply, stainless steel sinks and worktop utility units shall be typically provided within the stall build except for the more basic regular stalls accommodating non-food retail and which are not anticipated to accommodate florist or grocery retail. However, all other fixtures and fittings within the stalls shall be by the tenant including non-display refrigeration equipment.

s. The floor shall be the market hall anti-slip sealed concrete finish and incorporate drainage outlet gullies for floor washdown.

t. Power and data supply infrastructure shall be provided to all stalls as standard. Cash registers shall be provided by the operator and excluded from Developer scope.
Figure 3-15: Indicative illustration of a regular stall

Open steel or timber ceiling frame for lighting & goods suspension

Bespoke display units by tenant

Spill out display

Signage fascia

Counter height wall between stalls. Full height to rear.

Sink unit

Built in serving counter

Sealed concrete slab
Figure 3-17: Indicative illustration of a regular stall at aisle end

Figure 3-16: Indicative illustration of chilled food stall
3.7 LEASABLE COMMERCIAL SPACE

a. The Developer shall provide flexible, open plan, large rooms that shall afford leasing opportunities for third party use. The 1909 Building Nonprofit Operator will lease these facilities for office or co-working space, event, seminar and meeting
room functions. These spaces shall be finished to suitable office standards with appropriate wall, floor, and ceiling finishes, acoustic and daylight control plus suitable power, data, and lighting provisions.

b. The Developer shall provide a specifically designated multi-purpose room that shall facilitate community events, banquets, weddings, and flexible workspace opportunities.

### 3.8 COMMUNITY EVENT SPACE

a. Developer shall provide a community event space, fitted out with the following FF&E:
   
i. Two hundred (200) folding chairs;
   
ii. twenty (20) 10-top round tables;
   
iii. ten (10) 6 ft. rectangular tables;
   
iv. ten (10) large trash/compost receptacles;
   
v. two (2) podiums;
   
vi. stage;
   
vii. handheld microphones;
   
viii. four (4) lav microphones;
   
ix. sound board/equipment required to operate microphones;
   
x. speakers;
   
xi. Apple TV or other casting device;
   
 xii. clicker with laser pointer;
   
xiii. tablecloths for tables
   
xiv. four (4) chairs for panelists
   
xv. additional locked storage capacity for other items as needed;
   
xvi. locked storage for all FF&E;
   
xvii. small childcare area off the community room with four (4) small tables and kid-sized chairs;
   
xviii. in-room sink and set-down area for catering;
   
xix. video wall or a projector and screen with minimum screen size of 7’ x 12’ or proof that it is adequate for a room of 200 people;
   
xx. audio and video tele-conferencing technology to host global meetings;
   
xxi. standard connection boxes to sync equipment with computers or other mobile devices;
   
xxii. window coverings to control natural light; and
   
xxiii. fixed and movable whiteboards.

### 3.9 VISITOR FACILITIES

#### 3.9.1 Welcome Center / Coat Check /Info

a. Developer shall provide a welcome and reception area at the main public entrance to the public market. This shall incorporate customer care coat check and bag drop facilities.
The welcome area shall provide information regarding the wider National Western Center in conjunction with information specific to the public market and 1909 Building. The facility shall be enclosed with shutter or secure door access.

d. Developer shall provide a secure cashier's office which shall be provided primarily for centralized trader cash-handling. The cashier's office may be co-located with the security room.

3.9.2 Restrooms

a. Developer shall provide restrooms based on a 50:50 male/female visitor split. Developer shall provide facilities as a minimum in line with code requirements for a building of this type. Each restroom block shall include the following:
   i. janitor's closet;
   ii. ADA toilet facilities;
   iii. baby changing facilities; and
   iv. adult changing space shall be provided on first level.

b. Dedicated sanitary facilities shall be provided for kitchen staff assigned to the kitchen.

3.9.3 First Aid Room

Developer shall provide an enclosed and air-conditioned space where medical support shall be provided to all building users, ideally in proximity to the public market hall. The room shall include sink, lockable medicine storage, defibrillator, treatment couch, and space for a stretcher.

3.10 OUTDOOR SPACES

3.10.1 Promenade/Exterior Spill out

a. Subject to approval by the Denver Landmark Preservation Commission, a continuous promenade area shall be provided around public facing facades adjacent retail and restaurant areas. This will encompass a 4 feet wide allowance for retail spill-out plus additional width for umbrellaed exterior restaurant seating. It shall not incorporate any permanent canopy (unless approved by the Denver Landmark Preservation Commission) to avoid obscuring historical façade features.

b. The overall indicative width for the combined promenade and outdoor spill-out zone is approximately 15 feet. Access via extended glazed garage doors and the extent of umbrellaed seating is subject to approval by the Denver Landmark Preservation Commission.

3.11 VENUE OPERATIONS

Developer shall provide operator and tenants’ service areas which, as a minimum, shall include:

a. venue management office and administration;

b. changing rooms and locker areas;

c. security room;

d. the service yard and receiving area;

e. cold (refrigerated and freezer) and dry goods storage areas; and

f. kitchen, plant and services rooms.
3.11.1 Venue Operation Principles

a. The design of the public market must promote operational efficiency. The design must provide desirable adjacencies and limit the number of activities staff and tenants must carry out, balanced with the overarching requirement to maximize retail and ‘front of house’ public market functions on the first level.

b. The design must provide for:
   i. effectiveness of circulation routes for staff and tenants providing relatively simple and direct connectivity, ease of movement, and security where appropriate;
   ii. discreet zoning of non-public/back of house type spaces, including administrative offices, loading docks, and mechanical and electrical plant areas from primary public areas and circulation within and around the building;
   iii. optimum location for back of house is to the southwest side of the building facing I-70;
   iv. efficient vendor and retail support areas, including dry goods and cold storage areas, in close proximity to the receiving area and loading dock;
   v. high capacity and high-speed freight elevators, if storage areas must be on the mezzanine level to preserve gross leasable area on the main level;
   vi. durable, robust and easy to maintain finishes, materials, equipment, and systems;
   vii. advanced technology controlling optimum plant operation, energy use with BMS central control, and monitoring;
   viii. sufficient cold and dry goods storage to meet vendor and retailer needs, for catering products, maintenance equipment, furniture, waste, and cleaning equipment;
   ix. janitor closets on each floor, typically in proximity to restroom areas.
   x. trash rooms on a floor by floor basis with a trash/garbage compound in proximity to the loading bay;
   xi. compliance with the requirements for clean and dirty food and waste disposal, as well as sustainability requirements around recycling and composting is integral to the waste handling throughout the building;
   xii. building services plant and equipment located as to enable maintenance, repair or replacement with minimum disruption to building occupants;
   xiii. dedicated storage areas for flammable gasses and substances hazardous to health; and
   xiv. space at the loading dock and receiving area for cardboard bailer and/or compactor and other trash-related equipment as necessary.

3.11.2 Central Kitchen

a. Developer shall provide a kitchen licensed for commercial use. The kitchen shall primarily provide facility for stall tenants and/or food truck operators to prepare foods for retail in the public market. This is in addition to the dedicated kitchen areas within restaurants and possible food preparation areas within some of the stalls.

b. The kitchen shall provide opportunities for use as a demonstration kitchen for chef presentations, nutritional education, or to provide a commissary type function for special events and public market hospitality purposes.
c. Ventilation, cooling, and lighting shall be of the required standards for food preparation.

d. If food is prepared and transferred to serving facilities from the kitchens it is yet to be confirmed whether local laws shall require the complete segregation of all food.

e. Separate welfare facilities shall be provided for catering staff and users.

f. The food preparation and wash up areas shall have systems installed to combat the build-up of grease within both drainage and ventilation systems. This shall be fully accessible for servicing and maintenance.

g. All access areas shall be level or ramped to facilitate easy removal of specialist catering equipment and machinery such as range ovens with doors sized accordingly.

h. The kitchen is to be located to allow efficient, simple delivery and good management, in relation to the goods delivery area, cold and dry storage rooms, and venue management facilities.

i. The kitchen shall be proximity to the multi-purpose room for hospitality purposes.

3.11.3 Administration Offices & Conference Room

Developer shall provide office workspace for the 1909 Building Nonprofit Operator’s personnel that shall be finished to suitable office standards with appropriate wall, floor, and ceiling finishes, acoustic and daylight control, plus suitable power, data and lighting provision.

3.11.4 Staff Break Room

Developer shall provide a staff break room for a limited number of 1909 Building Nonprofit Operator personnel in proximity to venue administration offices. This shall include locker space and a kitchenette.

3.11.5 Dry/Cold Storage

a. Developer shall provide separate dry and cold storage rooms for shared tenant use, located to allow efficient and simple delivery, good management, and sized to suit operational requirements.

b. Developer shall provide a cold room area with 4 tall freezers and 8 refrigerators plus an indicative racking length of approximately 215 feet for dry storage.

3.11.6 Workshop & Facilities Maintenance Storage

Developer shall provide space for a small workshop for relatively minor public market and building equipment component maintenance. Storage shall be provided for building maintenance type use.

3.11.7 Trash/Garbage Room

a. The main trash/garbage room shall be located at vehicle access level away from the main public building entrance and in proximity to the loading bay and freight elevators.

b. Room to provide sufficient area to accommodate yard dumpsters, recycling waste stream containers, compost, compactors, and cardboard bailers.

c. There shall be no steps and projections at the entrance of the garbage room.

d. Any route where wheeled bins are to be pushed shall have a gradient less than 1:12 and include no steps.

e. Waste collection staff shall not be required to man-handle full bins further than 30 feet to a collecting vehicle. Bulk bin storage areas shall be within 30 feet of a vehicle access and provide unhindered access to each individual bin.
f. Trash/garbage room shall have proper ventilation and wash down facilities (hose bibb and drainage).

g. The walls and roofs of the trash/garbage room shall be formed of non-combustible and impervious fire-resistant material with smooth finish suitable for washing down.

h. Access shall be through self-closing double doors with a minimum clear width of 5 feet.

i. Electrical lighting provided shall be of a sealed bulkhead type fitting which is able to withstand the inevitable splashing resulting from regular cleaning of the garbage room.

j. The room shall be mechanically ventilated to external air. Ventilation shall be fly and vermin resistant and the exhaust shall be located away from doors or windows to prevent odor and hygiene issues.

3.11.8 Loading & Receiving

a. Loading docks on the first level shall be required to accommodate box truck and semi-truck access as the typical maximum delivery vehicle size. Box trucks shall be of sufficient capacity for day-to-day trader deliveries and for modest wholesale operations such as deliveries to restaurant chefs and smaller institutional sales. Loading docks shall face the I-70 viaduct/46th Avenue. Loading docks shall be of a depth to support box truck loading and unloading, with occasional use by semi-trucks.

b. Allowance required for goods control and holding area prior to onward transit. Adjacency to freight elevators to avoid transit of goods through public areas.

c. Service corridors shall be provided at the same level as the Loading and Receiving area. These shall link the service spaces to freight elevators within the main building. They are designed to allow two-way traffic to cope with the anticipated high volume of deliveries. Ideally the service corridors shall be free from obstruction, therefore any fire doors shall be automatically opening so as not to restrict the flow of goods.

d. Loading bays shall be a minimum of 12 feet wide, although the clear width and height shall require coordination with the existing building fabric and shall be subject to Denver Landmark Preservation Commission review.

e. Convenient and adequate external circulation for vehicles, pallet movers, and forklift trucks. Internal circulation for goods to be considered Developer shall provide a small Goods Handling office in the Loading Bay area for the Facilities Manager and loading bay management team, which shall be used for managing goods receipt paperwork associated with deliveries; storage of small items of

Figure 3-20: Possible south elevation treatment to back of house / loading area
equipment; and other functions. The area shall also provide driver welfare facilities (e.g. toilets).

3.12 CIRCULATION

3.12.1 Public Market Aisles

a. Developer shall design aisles to ensure sufficient area to accommodate peak load public circulation. They shall be typically 16 feet wide, 8 feet as a pedestrian way, and 4 feet for spill-out on either side. Requirement for increased widths shall be considered at primary public access lobbies and gathering spaces such as the indoor plaza/event area.

b. Consideration for movement of retail carts and pallet deliveries shall also be considered throughout the public market hall and goods transit routes.

3.12.2 Secondary Circulation

a. Secondary circulation shall be provided as required to provide adequate, efficient circulation.

b. Efficiencies may be gained through the design of circulation spaces to enable added value to other areas of the design whilst remaining in accordance with the functional requirements of the facility.

3.12.3 Vertical Circulation

a. Developer shall provide vertical circulation though the building comprising stairs and elevators to be provided to facilitate means of escape in accordance with code requirements and to facilitate required operational and functional connections between levels. Local ramping may be considered subject to code compliance and only where essential.

b. Developer shall provide adequately sized freight service elevators with generous lobbies for circulation for the transportation of food and beverage, waste, cleaning equipment, maintenance equipment, and material. Freight elevators shall be positioned near freight loading and storage areas.

3.13 FACADE ENGINEERING

a. Developer shall refer to the 1909 Building Historic Structures Assessment for context and existing condition assessment for important façade renovation considerations.

b. The rehabilitation design of the 1909 Building envelope shall consider potential thermal performance enhancement to respond to relevant environmental and energy code requirements, security requirements, and relevant material properties guidance or best practice.

c. All façade systems shall be integrated with technical requirements of items such as cleaning systems and feature lighting.

d. The façade design shall have a significant impact on the measurable sustainability of the building fabric; therefore, the design process shall demonstrate how façade design contributes to the LEED score.

e. The design shall demonstrate the safe installation, maintenance, replacement, and removal of all elements throughout the building’s design life.

f. Denver Landmark Preservation Commission approval is required of any exterior work that requires a building or zoning permit.

g. Where tax credits are sought, Developer shall comply with the Secretary of the Interior’s Standard for Rehabilitation.
3.14 CROWD MODELLING

a. The public market hall will experience peaks of public footfall, access and egress throughput. The design shall demonstrate through computer modelling best practice for ingress and egress across typical and peak occupancy scenarios. These models shall demonstrate the comfort and safety of the public, along with defining areas for queuing and possible security control to ensure safe access and egress can be achieved. Exit patterns must be demonstrated for normal and emergency exit modes. This includes event scenarios within the indoor plaza with associated audience participation and any other areas of the building subject to event overlay.

b. Through the design process, collaboration may be required with other parties preparing models for the wider development area such as those for public transportation and security. For example, during the Stock Show attendance could exceed 80,000 people per day. The computer models shall be completed on industry standards software and shall be issued in their native format for review.

3.15 DEMOLITION WORKS

a. Demolition and removal of adjoining or adjacent construction shall be undertaken by Developer as required to reinstate historic appearance of the historic 1909 Building.

b. Developer shall consider retaining the existing ground level floor slab of the adjoining stadium connector building for consideration, facilitating level plaza access to the 1909 Building.

c. Developer shall be responsible for the demolition and removal of all elements within the 1909 Building required to achieve the public market program as defined in this document. This includes removal of the stadium seating and structure to the extent described, interior room construction, fixtures, fittings and existing HVAC systems as required.

d. The extent of structure and fabric renovation in conjunction with the associated finishes application described in this Section 3 is subject to pre and post demolition evaluation by Developer to assess the condition of the shell and core components retained and the impact of demolition works pertaining to surrounding buildings and infrastructure.

e. Demolition work is subject to approval by Denver Landmark Preservation. Demolition approval is conditional upon approval by Denver Landmark Preservation of a replacement structure or plan.

3.16 EXTERIOR

a. Exterior works shall include the following and shall be subject to Denver Landmark Preservation compliance:

   i. external hard landscaping within the designated Landmark Boundary area including rellevelling where practical to generate maximum step free access opportunities and restored or new stepped access where essential;

   ii. sealed stone tile, porcelain tile or timber finish boardwalk style exterior spill out and promenade provision;

   iii. signage and wayfinding components;

   iv. flag restoration;

   v. porticos and canopies for day tables;

   vi. food truck pads and associated services infrastructure;

   vii. exterior plant and garbage compounds as required; and
viii. utility infrastructure works as required.
ix. formation of new openings for loading docks and to create new public, back of house and service infrastructure access where required;
x. restoration of original openings comprising windows, clerestory, and skylights to maximize daylight within the market hall and reflect original historic appearance;
xii. restoration and closure of any openings following demolition of surrounding buildings and infrastructure no longer required in accordance with reinstatement of original historical appearance;
xii. removing paint from exterior walls;
xiii. repointing and restoring the red brick to its original historic appearance on exterior and interior faces;
xiv. full glazing renovation with framing in accordance with original historic appearance and thermal performance criteria;
xv. possible extension of historic windows serving proposed retail and restaurant units at façade to entry level with inclusion of new glazed door openings;
xvi. renovation upgrades to roof and external walls as required to ensure appropriate thermal, waterproofing, fire, acoustic, durability and maintenance performance criteria is provided; and
xvii. exterior drainage infrastructure refurbishment and renovation as required.

3.17 INTERIOR

3.17.1 General

a. The renovated interior character of the 1909 Building is to be historic commercial/retail with rustic elements provided to generate as much visual interest and function as possible.
b. Interior finishes shall be durable and highly maintainable, utilizing materials and finishes that permit the long-term maintenance with expected future upgrades to finishes provided every 10-20 years.
c. Construction shall comprise of non-combustible materials.

3.17.2 Facade and Roof Interior Finish

a. The exposed metal roof soffit shall be painted along with all structure, utility distribution piping, ductwork and devices.
b. Thermal insulation to enhance the R-Value shall be integrated within roof build if required.
c. Restored brick or brick veneer lining shall be provided depending on the thermal requirements to exterior walls exposed within the market hall, mezzanine seating area and any circulation area bordering the façade.
d. Gypsum board lining with insulation shall be provided in framing/furring as applicable for habitable spaces including retail, restaurant, leasable commercial spaces, offices and restrooms, to enhance the R-Value of existing brick, concrete, and or concrete block exterior wall assemblies.

3.17.3 First Level Slab

a. The existing concrete floor slab shall be repaired and made good as required.
b. Thermal performance and possible associated insulation requirements are subject to code and environmental engineering compliance assessment.
c. Step free access shall be provided throughout public areas with ramping minimized and only if essential.

d. Clear anti-slip sealant shall provide consistent surface finish, color and texture with suitable dustproof, durability, waterproof and anti-stain resistance.

e. Floor paint may be applied to designate stall spill out zones and table plots.

f. A network of power, data and drainage infrastructure shall be integrated within the slab to accommodate flexible stall installation throughout the market hall.

g. Slab level shall accommodate allowance for bespoke floor finish by tenant to retail and restaurant units.

h. Walk off mats shall be provided at lobby entry areas.

3.17.4 Mezzanine Floor

a. Composite concrete metal deck and structural steel support shall be provided. Deck soffit and structural support shall be painted.

b. The balcony shall incorporate painted steel framed balustrading to style sympathetic with the overarching rustic aesthetic. Handrails shall be stainless steel.

c. Office grade raised floor shall be provided to leasable commercial and office workspace.

d. Heavy duty raised floor shall be provided to any ICT server rooms.

e. Carpet tiles shall be provided in offices, meeting and conference rooms.

f. The balcony and public/restaurant seating area to the mezzanine deck shall be finished with anti-slip epoxy resin paint.

3.17.5 Steel Structure

Exposed existing or new steel structure shall be of consistent painted finish quality with paint of appropriate finish quality and performance criteria.

3.17.6 Internal Walls

a. New walls shall comprise concrete block or metal studs at 16” on center, with 5/8” gypsum board partitions. Gypsum board shall be more extensively used for walls on mezzanine level and for back of house administrative offices, hallways, and conference rooms. Any high traffic back of house gypsum walls shall have protective corners and wainscot bumpers.

b. All new walls shall be painted with exception of walls to be finished with ceramic wall tiles, PVC wall cladding or brick veneer.

c. Acoustic insulation shall be provided in walls surrounding mechanical and electrical rooms, ductwork/piping chases, private offices, and conference rooms.

3.17.7 Ceilings

a. Demountable suspended ceiling systems shall be limited to small rooms and offices, meeting rooms, break rooms and restrooms where a high structural ceiling is unattractive.

b. In keeping with rustic heritage aesthetic, high ceiling soffits including those within restaurants, retail and leasable commercial units, shall be painted along with structure, utility distribution piping, ductwork, and devices.

c. Suspended acoustic baffles shall be provided in leasable commercial units and workspace where no suspended ceilings are provided.
d. Baffles may be required to the market hall and the mezzanine seating area subject to acoustic criteria assessment.

3.17.8 New Elevators and Escalators

a. Developer shall provide a minimum of two (2) 3,000 lb. passenger 2-stop elevators connecting the first level to the mezzanine level with adjacency to primary stair access.

b. Developer shall provide two Class B freight 2-stop elevators connecting the first level to the mezzanine. The freight service elevator shall have capacity to carry housekeeping equipment and floor cleaning machines with proximity to the loading docks.

3.17.9 Interior Finishes

The minimum requirements for other interior finishes are set out in the table below.

<table>
<thead>
<tr>
<th>Finish</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Millwork</td>
<td>Developer shall provide, at a minimum, cabinets, counters, shelving and cupboards generally to be constructed of plywood or fiberboard core with plastic, stainless steel or timber effect laminate finish depending on location.</td>
</tr>
<tr>
<td>ii. Doors, frames and hardware</td>
<td>At a minimum, Developer shall provide:</td>
</tr>
<tr>
<td></td>
<td>A. regular doors – 18-gauge hollow metal doors in 16-gauge pressed steel framed throughout except stained hardwood veneer solid core wood doors in the office areas;</td>
</tr>
<tr>
<td></td>
<td>B. entry doors – energy efficient, glazed pre-finished aluminum doors with continuous hinges and automatic closers;</td>
</tr>
<tr>
<td></td>
<td>C. overhead service doors – electrically operated and chain operated back-up 18-gauge galvanized steel slat type rolling door. Interior overhead doors (if any) to be un-insulated; exterior doors to be complete with insulated slats and weather stripping;</td>
</tr>
<tr>
<td></td>
<td>D. coiling overhead grilles – concession counters to be fitted with a pre-finished aluminum rolling solid slat door. Height to be from counter to 8'-0&quot; above finish floor. Grille coil within overhead space;</td>
</tr>
<tr>
<td></td>
<td>E. hardware – heavy duty commercial/institutional grade hardware to suit the functional requirements of the building, based on ANSI series standards. Consideration made for campus wide hardware consistency and accommodations for security systems;</td>
</tr>
<tr>
<td></td>
<td>F. panic devices and alarm capability fitted on all exit doors. All hardware to be ADA approved. All interior doors to have lever type hardware.</td>
</tr>
<tr>
<td>iii. Window accessories</td>
<td>Developer shall provide:</td>
</tr>
<tr>
<td></td>
<td>A. Commercial grade blinds and other passive light-directing accessories to be applied to all exterior windows.</td>
</tr>
<tr>
<td></td>
<td>B. Commercial grade blinds provided within individual offices with interior windows.</td>
</tr>
<tr>
<td>iii. Interior building graphics and wayfinding</td>
<td>Developer shall provide:</td>
</tr>
<tr>
<td></td>
<td>A. A complete graphics system throughout the facility shall clearly identify to patrons all entrances, exits, and service</td>
</tr>
</tbody>
</table>
## Finish | Requirement
--- | ---
Area/levels; toilet facilities, and administrative and tenant offices. All graphics shall be meet applicable codes and regulations. | B. Individual signs shall be provided to each door throughout to identify all staff rooms, building services, storage and all mechanical and electrical rooms.

### iii. Remnant Seating
Developer shall provide:
A. Existing iron and timber seating to be retained and renovated as required in accordance with historical guideline compliance criteria.
B. Existing and new balustrade metalwork as required to comply with code requirements and in accordance with historical guideline compliance criteria.

### iii. Restrooms
Developer shall provide:
A. Restroom walls painted with ceramic tile and mirrors behind basins.
B. Laminate IPS panel systems provided for cistern access.
C. Susupended moisture resistant gypsum board or non-perforate metal tile ceilings.
D. Non-slip ceramic or quarry tile with baseboards.
E. Full white goods and sanitary ware installation.
F. Toilet partitions with stainless steel or factory applied painted metal finish.
G. Stainless steel construction for the mirrors, grab bars, shower accessories, soap dispensers, paper towel dispensers, waste paper units, and toilet paper dispensers.
H. Adult Changing and accessible sanitary fixtures and fittings
All hardware and fittings to be stainless steel.

### iii. Commercial Kitchen
A. Ceramic wall tile to exposed wall surfaces.
B. Suspended moisture resistant gypsum board or non-perforate metal tile ceilings.
C. Non-slip ceramic or quarry tile with baseboards.
D. Kitchen shall be installed as a fully functional facility with stainless steel built in and loose furniture, fixtures, fittings and catering equipment.

### iii. New stairs / stairwells
A. Walls of grout filled CMU with brick veneer to match appearance of existing façade brickwork if in public areas.
B. Steel stair structure with concrete filled pans for steps and landings.

### 3.17.10 Acoustic Treatment
a. Acoustic treatments (baffles, hanging panels, wall panels, materials, finishes, etc.) shall be used in the arenas to provide acceptable levels of ambient noise control and minimize reverberation time.
b. The 1909 Building shall have areas of varied acoustic sensitivity, both in terms of sound quality and sound insulation. The design shall consider acoustic provision and treatments accordingly.

c. The desire for an active and lively acoustic environment within the public market hall shall be balanced with the technical requirements of the public address / voice alarm system. The design shall demonstrate that the installed sound system achieves the required audibility and intelligibility to ensure safety in all operational scenarios, considering the range of functional and event profile likely to be accommodated.

d. The effect of noise ingress and outbreak from the public market during all its operational modes shall be considered and shall include mitigation for any issues that could affect adjacent properties.

3.17.11 Furniture, Fittings and Equipment (FF&E)

a. The building, public realm, service areas and infrastructure are to include all elements of Furniture, Fittings, Equipment and Consumables that are required to host staff and visitors in all operational modes. The final area-by-area list of these will be submitted by the Developer for review by the Client during the bidding phase. The final agreed content of this list will form the handback requirements at the end of the contract term.

3.18 ACCESSIBILITY AND INCLUSIVE DESIGN

a. The City is committed to the principle of inclusive access. The design shall achieve inclusivity across all proposed functions of the 1909 Building. The design shall demonstrate that all building users typically share the same quality of access, environmental comfort, and range of amenity without undue effort or separation unless where required for operational practicality, safety, and security.

b. The design shall address not only the physical design of the facilities, but also the management strategies that shall need to be put in place by the venue managers and operators to ensure the rights of disabled building users, including those in employment at the 1909 Building.

c. The statutory requirements are the absolute minimum to be achieved. The design shall demonstrate exemplary inclusive design, building on current standards and international best practice.

d. The design shall review and develop best practice in ‘constructability’ and ‘buildability’ principles. The design shall take account of all foreseen uses of the facilities to ensure that they provide inclusivity.

e. This shall include reviewing the user profiles of all the facilities to ensure equal access for disabled users across public, retailer, and staff user groups.

3.19 STRUCTURAL

a. Developer shall provide structural roof analysis to accommodate new ceiling mounted loading within the building.

b. Developer shall calculate design dead loads based on minimum code requirements or actual weights of the material specified, whichever is greater.

c. Design live loads, including wind and snow loads, shall be in accordance with all applicable codes.

3.20 MECHANICAL

3.20.1 General Requirements

a. The mechanical systems shall provide year-round control of temperature, humidity, air circulation, ventilation, and air cleaning to the degree required to ensure the safe and efficient use of space by occupants and equipment.
b. The design shall comply with generally accepted industry best practices as reflected in the latest issue of the American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) handbooks and the National Institute for Occupational Safety and Health (NIOSH) criteria.

c. The design shall provide a complete mechanical, plumbing and fire protection design for the facility in accordance with the issuance of site-specific program requirements.

d. The designer shall be responsible for the complete performance of all systems. The provided systems shall be fully coordinated between disciplines, trades and existing conditions, functional and consistent with the architectural design developed for the buildings along with site specific facility functional requirements.

e. Provide positive air pressure for the office space in areas adjacent to the arena areas.

### 3.20.2 Heating Ventilation and Air Conditioning (HVAC)

a. Developer shall design inside conditions for spaces as defined in the Area Data Sheets.

b. HVAC Controls shall be 100% native BACnet and shall control the Building Automation System, Lighting Control System, Provide for Graphic User Interface, be capable of self-commissioning and provide printable results. The system shall be capable of maintaining a space temperature of plus or minus 2 degrees from set point.

c. A distributed logic control system complete with all software and hardware functions shall be provided and installed. This system is to control all mechanical equipment, including all unitary equipment such as VAV boxes, heat pumps, fan-coils, AC units, etc., and all air handlers, boilers, chillers, and any other listed equipment using native BACnet-compliant components. Non-BACnet-compliant or proprietary equipment or systems (including gateways) shall not be acceptable and are specifically prohibited.

d. The Building Automation System shall connect to the lighting control system using BACnet.

e. BACnet IP is the preferred integration method.

### 3.20.3 Mechanical and Electrical Plant

Developer shall provide spaces for mechanical and electrical plant, maintenance equipment, workshops, and circulation. Spaces are to be sized as required by the engineering and operational requirements. Consideration as to appropriate access and maintenance of plant required including heavy plant replacement strategy.

### 3.21 PLUMBING

a. Developer shall confirm availability of adequate municipal water service pressure. If water pressure is not sufficient to meet the water supply system requirements, provide a triplex booster pump package with each pump sized for 50 percent of calculated peak demand.

b. Developer shall provide chemical analysis and water treatment (if required) to ensure compliance with all applicable codes.

c. The potable water distribution system shall be provided with backflow preventers as required by codes and local authorities to protect against the back flow of water or other liquids from all sources.

d. Reclaimed Water System – use of reclaimed water is possible to be available on the campus to serve certain facility uses (vehicle washing, green roof irrigation, toilet flushing, future potential uses, etc.). Provisions shall be made to
accommodate this potential supply of reclaimed water, including the installation of dual piping to permit the use of reclaimed water for toilet flushing.

e. Hose Bibbs - The Public Market space shall be provided with hose bibbs at every 50 feet around the perimeter of both the interior and exterior. Exterior hose bibbs shall be non-freeze type and shall be protected from physical damage as required. Provide exterior rooftop hose bibbs within 25 feet of rooftop mounted HVAC equipment (if applicable).

f. Water Heaters - High efficient type water heaters shall be located near the area served, but may also be wall-mounted in custodial closets to increase usable floor area. Long hot water runs and hot water re-circulation systems shall be avoided to the extent possible. Hot water re-circulation systems shall not be used for pipe runs shorter than 50 ft. Point-of-use electric water heaters shall be used for lavatories and hand sinks located away from the domestic hot water mains in the building, if an evaluation shows that they are equal to or more efficient than using a hot water recirculation system. Use electric tank type or tankless water heaters, unless proven more economical to use gas fired type water heaters for the facility.

g. The requirements for water fixture types are as follows:

<table>
<thead>
<tr>
<th>Finish</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Water closets</td>
<td>Developer shall provide white vitreous china office and industrial type with elongated bowl, exposed large diaphragm top supply flush-o-meter with side oscillating handle, siphon jet wall outlet, wall hung on heavy-duty chair carrier, and white open front molded plastic seat.</td>
</tr>
<tr>
<td>ii. Urinals</td>
<td>Developer shall provide white vitreous china, bowl type with integral flush distribution, wall hung with integral trap and extended shields, blowout or siphon jet flushing action, large exposed diaphragm handle operated flush-o-meter</td>
</tr>
<tr>
<td>iii. Lavatories</td>
<td>Developer shall provide white vitreous china straight back with single center set compression faucets, strainer drain, angle stops, complete with adjustable type P-trap with separate long tube to wall.</td>
</tr>
<tr>
<td>iv. Mop sinks</td>
<td>In custodial closets and custodial storage, Developer shall provide floor receptor type sinks, complete with faucet.</td>
</tr>
</tbody>
</table>

h. The following water efficiency standards are required unless more restrictive values are required by code or LEED Protocol:

i. maximum water use allowed for a lavatory is 0.8 gal/min;

ii. maximum water use for breakroom/kitchen faucets and showerheads is 1.5 gal/min; and

iii. maximum water use allowed in gallons per flush for any water closets is 1.0 gal/flush and urinals is 0.25 gal/flush.

3.22 FIRE PROTECTION

3.22.1 Fire Alarm/Protection

a. Developer shall provide fully sprinklered, wet pipe system as required by NFPA code. Fire extinguishers and cabinets shall be provided as required by code.

b. Developer shall provide sprinkler systems where required by local code. Sprinkler systems shall be designed in accordance with NFPA 13. Installation of sprinkler systems, shall be carried out using the hydraulic method for pipe sizing. Non-potable water may be selected as water source if available and permitted by local jurisdiction.

c. Dry systems shall be used for any area where freezing temperatures could occur.
Project Agreement
Schedule 15, Design and Construction Requirements
Section 3, 1909 Building

d. Standpipe systems shall be designed to meet local code requirements and NFPA 14 (Standards for the Installation of Standpipe and Hose Systems).

e. Smoke detectors shall be installed in air handling systems, in accordance with NFPA 90A, and local codes. Installation of air conditioning and ventilating systems, to automatically shut down the fan for that system and to indicate an alarm at the facility fire alarm panel. For air handling systems not specifically included under NFPA 90A, smoke detectors shall be provided as required by the local code.

f. Sprinkler flow alarms, smoke detectors, heat detectors and other detection devices shall be provided in accordance with NFPA and local codes.

3.22.2 Fire Alarm System

a. Audible alarms shall be provided by the Developer and shall be distinctly audible in all areas of the facility. Strobe type visual alarms shall be visible in all habitable areas of the facility, including but not limited to locker rooms, lounge areas, toilet rooms, lunch rooms and vending machine areas. Special tactile alarm devices shall be installed as required by code.

b. Visual and audible evacuation alarms shall be installed by the Developer in all facilities as required by local code. The alarms shall be automatically activated when the fire alarm panel is not constantly attended. In facilities not continuously occupied, alarm signals shall be automatically transmitted to local fire departments or central station supervisory services, unless this is not permitted by the local authority.

c. Fire alarm pull station boxes shall be red and may be either the break-glass type or open door, pull-lever type. The Developer shall provide suitable protection and markings where required. Alarm boxes shall be located so that the travel distance to the nearest fire alarm box shall not exceed 200 ft. measured horizontally on the same floor along the routes of egress (where applicable). Fire alarm wiring shall be routed as required by NFPA and local codes.

3.23 ELECTRICAL

3.23.1 General

a. All facilities shall be designed in accordance with the requirements set forth by the applicable state and/or local codes enforced at the time of design, including the latest edition of the National Electrical Code and the International Building Code.

b. The electrical design shall be complete and shall cover all phases of the project. Information related to the adequacy, dependability, number, characteristics and regulation of the supply lines, recommended interrupting capacity of main fuses or circuit breakers total connected load and estimated demand shall be furnished with the design.

c. Electrical service shall include 20% future spare capacity to allow for expansion without significant interruptions to ongoing operations.

d. Whenever specific problems or conditions are encountered, Developer shall follow general industry practices as reflected in the latest edition of the National Electrical Code.

3.23.2 Power Service

a. Design for distribution systems shall include all computations for transformer capacities, interrupting capacity of substation secondary breakers and calculations for sizing the primary and secondary feeders, including voltage drop.

b. Incoming electrical service shall consist of the incoming power supply line(s), transformer(s), when required, meter and fused main disconnect switch(es), or main circuit breaker(s). Incoming service shall be selected to ensure and maintain the lowest and most economical rate possible.
3.23.3 Power Distribution

a. The Developer shall provide and maintain a clear floor space dimension in front of electrical panelboards and equipment as required by the National Electric Code.

b. Panelboards shall be sized such that all demand and diversity factors allowed by code and local authority shall be applied to load determination calculations and shall include twenty percent spare capacity. Space for one spare breaker of each type used in panelboard shall be provided in each panelboard.

c. The Developer shall locate weatherproof, vandal-resistant, and lockable panelboards around the perimeter of the New Arena to provide subpanel locations to distribute outdoor power as required.

d. Building equipment motors shall be controlled and protected by combination circuit breaker type motor starters installed in motor control centers, except when design and economic considerations dictate the use of individual motor starters. Control voltages shall not exceed 120 volt to ground. Three-phase running overcurrent protection shall be provided and each starter shall be supplied with a hands-off-automatic (HOA) switch. Twenty percent spare feeder capacity and starter space for load growth shall be provided in the motor control center. Motors shall be high efficiency type.

e. Electrical metallic tubing conduit shall only be installed in dry interior spaces. Electrical metallic tubing shall not be installed below grade in areas subject to severe corrosive conditions or embedded in concrete. Rigid galvanized steel conduit shall be installed for conduit elbows, conduits turning up through the building slab and all exposed conduits less than 8 ft. above finished floor. Conduits encased in concrete ductbank shall be PVC with a minimum 3-inch concrete coverage. All direct buried conduits shall be PVC or rigid galvanized steel. Developer shall provide a concrete cover for PVC conduits running below vehicle traffic areas.

f. The minimum size of wire for power and lighting shall be #12 AWG. Conductors shall be copper, except for conductors #1/0 and larger, which shall be AA-8000 series electrical aluminum alloy aluminum if properly designed and installed. The design shall be based on the ampacity of copper conductors. All underground wiring shall be installed in PVC or rigid galvanized steel conduit. All exterior underground conduit shall be a minimum of one inch, buried at a depth of not less than 2 ft. below grade. Developer shall provide a concrete cover for PVC conduits running below vehicle traffic areas. Conduits or ducts terminating below grade shall be sealed to prevent entry of dirt or moisture.

g. Developer shall provide NEMA specification grade, 2-pole, 3-wire, 20-A, 125 Volt, duplex grounding type outlets with nonconductive faceplates at 18 in. above finished floor.

3.24 LIGHTING

a. The NWC campus is implementing energy conservation standards to minimize the operating cost for each facility. Lighting currently represents a large percentage of the utility costs. The approach that should be taken by Developer is one that meets the footcandle requirements using fixtures for the lowest life-cycle cost (i.e., energy efficient “LED” type).

b. All Lighting shall interface with the Building Automation System and be fully controllable by a BACnet system.

i. The design process shall include the provision of house lighting to the public market hall, circulation areas, and as required to enable full functionality in all non-tenant areas and leasable commercial spaces. Restaurant, retail unit, and stall feature display lighting may be subject to
specific tenant fit-out design preference. Any event specific feature lighting shall be considered as an overlay requirement.

ii. Lighting energy consumption and targets shall be in accordance with the relevant suite of documents. All luminaries, where practically possible, shall be made from recyclable materials.

c. The lighting system design shall include all computations for determining the lighting levels in the building. This is to include the types of fixtures and lighting controls used, the light distribution/photometrics, and the mounting heights. Daylighting (skylights, clerestories, solar tubes, etc.) should be implemented as practicable as possible.

d. All buildings shall utilize automatic control devices and be interfaced to the Building Automation System to turn on and off lighting in all spaces without occupant intervention, with the timing of shut off to be determined by the use and occupancy of the space and time of day.

e. 3-way switches and occupancy sensors shall be provided to control lighting in large spaces with multiple entrances, such as mechanical/electrical rooms, arenas, etc.

f. All fixtures shall be furnished complete with suitable pendants, canopies, cover, ceiling roundels, opening flanges, hangers, plaster rings or frames if recessed, necessary rubber cords, chains, and all other accessories required for proper installation.

g. Lighting in the public market open area shall be limited to an average maintained level of 25 footcandles. As a general rule, the open area lighting shall be divided into zones of approximately 5,000 SF each to allow for turning lights off in areas that are not actively being used, or “off schedule” times.

h. The office area depends heavily on the proper application and intensity of lighting. The Developer shall provide proper levels of lighting to establish the distinction between areas, and accent special elements with downlights, wall washers, cove lights, and under cabinet lights.

i. The Developer shall provide good quality light to enable occupants to carry out visual tasks effectively and comfortably using lights as specified (do not substitute light fixture, lamp, or ballast types, although alternate sources may be considered).

j. Sufficient lighting (minimum of one (1) footcandle) is required to stay on 24 hours a day in the office areas to allow the CCTV system to function properly.

k. Switches for lobby lighting shall be located in employee areas or key switches shall be used. Light switches shall be clearly arranged and circuited to allow zone control of lights.

l. Exit signs shall be provided to mark locations of exits and exit routes as required to meet code. Signs shall be energy efficient “LED” type have maintenance-free battery back-up, if applicable, and meet the minimum requirements for brightness and distribution.

m. Emergency lighting shall be provided to comply with National Fire Protection Association 101 Life Safety Code. Lighting shall be circuited so that the standby lighting system in an area is energized when the power to the lighting in that area fails.

n. Since the standard for lighting in all NWC campus facilities are LEDs, the emergency lighting shall be LEDs with battery backup fully integrated into the overall lighting system design.

o. A minimum of one emergency light shall be located at the main service panelboard.

p. The Developers shall provide an average of one (1) footcandle to illuminate designated routes of egress per NFPA 101.
q. Emergency lights shall have manual push test switches.

r. The following parameters for footcandle levels shall be met in the selection of lighting fixtures to ensure quality of materials, ease of maintenance and good performance:

<table>
<thead>
<tr>
<th>Area</th>
<th>Footcandle Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Offices</td>
<td>30</td>
</tr>
<tr>
<td>ii. Conference rooms</td>
<td>30</td>
</tr>
<tr>
<td>iii. Hallways</td>
<td>20</td>
</tr>
<tr>
<td>iv. Open market areas</td>
<td>25</td>
</tr>
<tr>
<td>v. Vestibules</td>
<td>20</td>
</tr>
<tr>
<td>vi. Lobbies</td>
<td>30</td>
</tr>
<tr>
<td>vii. Janitor’s closets, storage rooms</td>
<td>20</td>
</tr>
<tr>
<td>viii. Mechanical rooms, electrical rooms</td>
<td>20</td>
</tr>
<tr>
<td>ix. Break rooms</td>
<td>30</td>
</tr>
<tr>
<td>x. Restrooms</td>
<td>20</td>
</tr>
</tbody>
</table>

s. The lighting system shall be coordinated with latest building and site security requirements to prevent unauthorized entry or exit and to assist in maintaining acceptable levels of facility protection.

t. Conductors shall be located underground to minimize the possibility of sabotage or vandalism.

u. The design of the lighting system shall provide for simplicity and economy in system maintenance and require a minimum of shutdowns for routine repairs, cleaning and lamp replacement.

v. All breakers or switches for security lighting circuits shall have locking devices, or be located in a locked room, to prevent operation by unauthorized personnel.

w. All electrical runs and connections to signs shall be concealed. Signs shall be placed on a photocell/time clock system.

x. Lightning protection shall be designed to NFPA 780 Standard for the Installation of Lightning Protection Systems, latest edition.

3.25 ENERGY CONSERVATION

a. Cooling equipment, heating equipment and domestic water heaters shall carry the Energy Star label.

b. Systems shall not be oversized.

c. Developer shall:
   i. provide systems that avoid reheating and/or re-cooling for humidity control;
   ii. provide automatic controls to de-energize heating, cooling, and fan equipment when not needed;
   iii. provide heat pumps in lieu of resistance heat;
   iv. provide the most efficient heating and cooling systems available considering the building operation and local weather conditions, e.g., evaporative cooling or precooling systems in dry weather conditions;
   v. consider air-air heat exchangers or heat wheels for preheating or precooling ventilation air requirements;
   vi. consider energy recovery ventilators to reduce the cost of outside air; and
vii. consider renewable energy systems.

3.26 COMMUNICATIONS

a. The building’s communications system consists of voice and data telecommunications, paging and intercommunications, and public-address systems. The following is a brief description of the communications systems, services, and hardware that use structured cable systems. Developer shall provide connectivity to other facilities on the NWC campus, both indoor and outdoor spaces.

b. Developer shall provide the following basic communications services:

i. voice grade services, such as basic telephony, facsimile, and internet access;

ii. digital data services such as Integrated Services Digital Network (ISDN);

iii. local area network (LAN) services such as on-line information processing, batch information transfer, file storage and sharing, Voice over Internet Protocol (VoIP) electronic-mail, and shared printing. LAN hardware supported by this cabling infrastructure includes personal computers and printers; and

iv. WI-FI and WI-FI signal reinforcement throughout all facilities.

c. Developer shall coordinate with the local telephone service provider to establish the point of incoming copper or fiber optic service. Communications service providers, including the telephone company(s) and cable TV company(s), shall service the facility by extending their network cable running along the adjacent roadways into the building.

d. In order to connect to these networks, Developer is responsible for providing the primary communications service entrance in the telecommunications equipment room which shall consist of, at a minimum, two 4 in. conduit runs from the room to the property line/service main manhole/hand hole or vault. Conduits with pull wires shall be provided for empty conduits. Conduit(s) shall be run below slab and stubbed up into the building with rigid metal conduit. All unused conduit shall be capped and sealed to prevent water from entering the building.

e. Communications service shall not share service entrance with electrical service provider. All aspects of this pathway requirement shall be coordinated by Developer with the service providers at the onset of the project to ensure that conduit run distances and conduit bend constraints imposed by the service providers are properly met. Communications conduits shall not run parallel to power conduits unless minimum distance separation or other shielding requirements are met per Building Industry Consulting Service International’s (BICSI) current telecommunications distribution Methods. Proper termination, grounding, and electrical protection of all building entrance cables shall be provided per National Electrical Safety Code and all local codes governing electrical and fire safety.

f. The telecommunication equipment room(s) serves as the point of demarcation for incoming communications services and the interface point between the incoming service and the structured cabling system. Within the equipment room, space shall be provided for incoming service equipment and LAN equipment. Equipment installed in this room shall be in a wall mounted equipment rack. All voice and data backbone cables shall terminate in this room.

g. Cable distribution pathways shall be designed to provide the capacity and capability to properly install telecommunications cables during construction as well as in the future.
h. All cable pathway routes shall be overhead. All cable pathway routes shall be coordinated with other building services (electrical, mechanical, plumbing, etc.) to assure proper clearances and accessibility. The cable pathway routes shall be coordinated with the electrical distribution system. Where electrical and telecommunications cabling cross, it shall be at right angles only. Long runs of telecommunications cable in close proximity to parallel runs of electrical power cable shall be avoided. A minimum one-foot separation between power and communications cables when running in parallel shall be maintained, unless both power and communications cables are in conduit.

i. Telecommunications horizontal cabling shall be distributed in conduit, in cable trays separated from all other low voltage cabling. Cable tray and/or conduit shall be used in any area where the cabling system is exposed, and a suspended ceiling system is not present.

j. Cabling shall be supported by elements of the building structure, and not simply tied to conduit.

k. Where cables pass through partitions and walls, conduit sleeves shall be provided in the wall to allow the cables to pass. Conduit sleeves in fire rated partitions and walls shall be properly fire-stopped.

l. Developer shall connect to the NWC campus’ sitewide sound and public-address system.

m. The sound system shall consist of the main system to serve livestock shows, competitions, public meetings, small concerts, theatrical performances, and trade shows; with a separate system to serve the hearing impaired.

n. The main sound system shall be either a central cluster system or distributed speakers throughout the public market. The equipment shall be located in a central control room at the event level or mezzanine level and should be capable of being used by someone with minimal training. The system should include equipment racks, mixers, equalizers, amplifiers, speakers, transformers, microphones, wireless microphones and a tuner.

o. The hearing-impaired system shall be an FM loop system capable of serving any seat in the arena.

3.27 SECURITY

a. Developer shall provide CCTV cameras located on the dock or in areas accessible 24 hours a day to the public shall be secured in vandal-resistant housings and all wiring shall be in a flexible armored conduit entering the housing. The mounts for these cameras shall be secured to prevent easy removal. They can also be installed in a deep ceiling with a wedge housing to maintain viewing angle. Dock or canopy cameras viewing doors shall view door opening (i.e., the non-hinged side of the doors).

b. Developer shall provide intrusion detection system in accordance with the other NWC campus facilities. An intrusion detection system consists of a combination of security panel, key/fob/card pad, and motion sensors. All motion sensors shall be dual technology (passive infrared and microwave) sensors. A dedicated telephone line for the intrusion detection system shall be provided for the remote monitoring station and shall be located in a lockable room. A key/fob/card pad shall be provided at the designated entrance door to energize and de-energize the IDS.

3.28 COMMISSIONING

a. Commissioning shall be carried out in accordance with Schedule 16.

b. The degree of commissioning that shall be required shall be specified by Developer’s designer and/or LEED Gold Protocol. The standard electrical commissioning requirements include switchgear, lighting, power, fire alarm system,
security/access control, public address system, etc. The standard mechanical commissioning requirements include HVAC systems and fire sprinkler system water pumps.
3.29 DELIVERABLES

a. Developer shall submit the following construction documentation at 30%, 60% and 90% for review by the City. At a minimum, Developer shall submit the following to the City:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Information or Approval</th>
<th>Submittals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.29.1 Architecture Drawings</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. General Arrangement Floor Plans @ 1:500 (1&quot; = 40' scale)</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>b. General Arrangement Floor Plans @ 1:100 (1/8' Scale)</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>c. Architectural Elevations</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>d. Architectural Sections</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>e. Typical Building Core - Plans &amp; Sections</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>f. Wall Types Typical Layout</td>
<td>Approval</td>
<td></td>
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<tr>
<td>g. Wall Finishes Typical Conditions</td>
<td>Approval</td>
<td></td>
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<tr>
<td>h. Floor Finishing Typical Conditions</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>i. Ceiling Finishes Typical Conditions</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>j. Typical F&amp;B Kiosk, Plans, Sections &amp; Elevations</td>
<td>Approval</td>
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</tr>
<tr>
<td>k. Typical Male and Female WC Block, Plans, Sections &amp; Elevations</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td><strong>3.29.2 External</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Landscape GA</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>b. Hard Landscape Details</td>
<td>Approval</td>
<td></td>
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<tr>
<td>c. Soft Landscape Details</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td><strong>3.29.3 Schedules</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Area Data Sheets</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>b. FF&amp;E Asset Register</td>
<td>Approval</td>
<td></td>
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<tr>
<td><strong>3.29.4 Structural Engineering</strong></td>
<td></td>
<td></td>
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<tr>
<td>a. Building Grid Setting out</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>b. Sub Structure General Arrangement Plans</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>c. Super Structure General Arrangement Plans</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>d. Super Structure General Arrangement Sections</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>e. Internal Blockwork Details</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>f. Typical Staircase, Plans, Sections</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>g. Roof Structure Layout &amp; Geometry</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>h. Loading Plan Imposed Load</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>i. Loading Plan Super Dead Load</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>Deliverable</td>
<td>Information or Approval</td>
<td>Submittals</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>j. Loading Plan Blockwork Load</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>k. Core Typical Details</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>l. Precast Terracing Setting out</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>3.29.5 Mechanical Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Domestic Water Services Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>b. Fire Protection Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>c. Chilled water Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>d. Pipework Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>e. Ductwork / Ventilation Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>f. BMS Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>3.29.6 Electrical Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Low Voltage Distribution Schedule</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>b. High Voltage Distribution Schedule</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>c. Distribution &amp; Containment Layouts</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>d. Lighting &amp; Emergency Lighting Typical Layouts</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>e. House Lighting Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>f. Fire Alarm Details</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>g. Lightning Protection Layout &amp; Details</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>h. CCTV &amp; Access Control Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>i. UPS Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>j. Comms &amp; Security Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>k. Lighting Control Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>l. General Power, Comms &amp; Security Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>3.29.7 Information Technology &amp; Audio Visual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Communications Infrastructure Layout</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>b. Distribution Cabling Schematic</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>c. LAN Architecture</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>d. WLAN Architecture</td>
<td>Approval</td>
<td></td>
</tr>
<tr>
<td>3.29.8 Studies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Crowd Modeling Study</td>
<td>Informational</td>
<td>Concurrent with submission of Design Development</td>
</tr>
<tr>
<td>b. Coordinated Multi-Discipline Design Report</td>
<td>Informational</td>
<td>Concurrent with submission of Design Development</td>
</tr>
<tr>
<td>c. Accessibility and Inclusive Design Report</td>
<td>Approval</td>
<td></td>
</tr>
</tbody>
</table>
## 3.30  INDICATIVE PROGRAM BASELINE – 1909 BUILDING

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.30.1 Public Market – Stalls</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Prepared food</td>
<td>As req. to suit business model (120-1,400 sq. ft. approx.)</td>
<td>Multiple to suit business model</td>
<td>2,340</td>
<td>Cooked and/or prepared food within the stall with seating around stall for diners</td>
</tr>
<tr>
<td>b. Food production</td>
<td>As req. to suit business model (120-1,400 sq. ft. approx.)</td>
<td>Multiple to suit business model</td>
<td>2,300</td>
<td>Stalls which sell food and goods produced within the stall, for example - a store where cheese is made and sold on premises. May include diner seating within or around stall</td>
</tr>
<tr>
<td>c. Chilled food</td>
<td>As req. to suit business model (120-1,400 sq. ft. approx.)</td>
<td>Multiple to suit business model</td>
<td>3,250</td>
<td>Butchers/Fishmongers and other chilled food retail</td>
</tr>
<tr>
<td>d. Regular</td>
<td>As req. to suit business model (120-1,400 sq. ft. approx.)</td>
<td>Multiple to suit business model</td>
<td>5,470</td>
<td>Fruit, vegetables, spices, and other non-chilled food stuffs or locally produced crafts and neighborhood businesses complimentary to the market hall retail mix of a non-food nature, for example a shoe repair or florist.</td>
</tr>
<tr>
<td>e. Spill-out (interior)</td>
<td></td>
<td></td>
<td>5,450</td>
<td>For interior stalls, 4 ft. wide continuous allowance for &quot;spill out&quot; display space in front of stalls towards aisles.</td>
</tr>
<tr>
<td>f. Table areas</td>
<td>Space for ten no. 7’x3’ tables</td>
<td>10 (minimum)</td>
<td>500</td>
<td>Area reserved for demountable table retail adjacent the event plaza</td>
</tr>
<tr>
<td>g. Cart areas</td>
<td>Space for: (i) 4 no. 4’x6’ carts; and (ii) 2 no. 5’x8’ carts</td>
<td>6 (minimum)</td>
<td>175</td>
<td>Areas for mobile carts for display/sales. Could occupy internal public market plaza outside of events.</td>
</tr>
</tbody>
</table>
### 3.30.2 Retail

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Retail stores</td>
<td>As req. to suit business model 300-1200 sq. ft. approx.</td>
<td>5-6</td>
<td>5,100</td>
<td>Total zonal floor area allowance accommodating all retail spaces. Enclosed spaces located on public market hall perimeter adjacent façade with access to outdoor spill out/promenade.</td>
</tr>
</tbody>
</table>

### 3.30.3 Restaurant

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Restaurant</td>
<td>As required to suit business case. Approx. 300 sq. ft. min. Average size 1000sq.ft</td>
<td>3-4</td>
<td>4,600</td>
<td>Total zonal floor area allowance accommodating all restaurants. Typically wall enclosed, located adjacent façade with access to outdoor spill out/ promenade. Sit down, family style restaurants.</td>
</tr>
<tr>
<td>b. Seating deck</td>
<td>1</td>
<td>800</td>
<td></td>
<td>Shared tenant seating area, ease of access to restaurants potentially on mezzanine.</td>
</tr>
</tbody>
</table>

### 3.30.4 Event and Amenity

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Interior plaza and event space</td>
<td>1</td>
<td>2,700</td>
<td>Open space for informal, non-ticketed performance &amp; public events. Indicative area allowance accommodates standing audience use for approx. 240 people, or around 135 people table seated. To accommodate demountable stage area of approximately 300-400 sq. ft. Plaza may also accommodate min. 6 free-standing carts outside of public events.</td>
<td></td>
</tr>
<tr>
<td>b. Remnant seating</td>
<td>2 existing bays (2500 sq. ft. approx.)</td>
<td>2</td>
<td></td>
<td>Potential utilization of remnant stadium seating for consideration for spectator and day to day public seating function. Indicative retention of minimum 2 seating bays as permanent feature over main public entrance focused towards demountable stage area in the plaza.</td>
</tr>
<tr>
<td>c. Public seating deck</td>
<td>1</td>
<td>1000</td>
<td>Internal public seating area with access to outdoor rooftop patio. Adjacency to restaurant seating</td>
<td></td>
</tr>
<tr>
<td>SPACE / COMPONENT</td>
<td>MINIMUM DIMENSIONS (ft)</td>
<td>MINIMUM QUANTITY</td>
<td>MINIMUM TOTAL INTERNAL AREA (ft²)</td>
<td>NOTES / OTHER REQUIREMENTS</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------------</td>
<td>------------------</td>
<td>-----------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>d. Exterior spill-out</td>
<td></td>
<td>1,900</td>
<td>4 ft wide continuous spill out space at façade adjacent restaurant &amp; retail units in conjunction with Promenade.</td>
<td></td>
</tr>
<tr>
<td>e. Promenade</td>
<td></td>
<td>4,350</td>
<td>Boardwalk feature encircling building at grade adjoining exterior spill out with mixed use spill-out and seating opportunities plus direct access to retail &amp; restaurants.</td>
<td></td>
</tr>
</tbody>
</table>

### 3.30.5 Leasable Commercial

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Leasable commercial space</td>
<td></td>
<td>1</td>
<td>12,000</td>
<td>Flexible open plan spaces. Primary anticipated uses include office co-working, event, seminar and meeting type functions.</td>
</tr>
<tr>
<td>b. Community event space</td>
<td></td>
<td>1</td>
<td>2150</td>
<td>A dedicated area to be fitted out as a conference room / community space for hosting community focused and Authority managed events capable of seating a minimum of [200] people and with a minimum square footage area of [2150]</td>
</tr>
<tr>
<td>b. Multi-purpose room</td>
<td></td>
<td>1</td>
<td>1,150</td>
<td>Specifically designated ‘Multi-Purpose’ room for possible revenue generating, event, community engagement and flexible workspace opportunities including venue operations staff use.</td>
</tr>
</tbody>
</table>

### 3.30.6 Visitors

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Welcome Center</td>
<td></td>
<td>1</td>
<td>480</td>
<td>Welcome/reception area combined with customer care, coat check &amp; bag drop provided on entrance to public market hall. Discreet security room with CCTV monitoring capability may be located here or within administrative office. Cashier’s office may also be provided primarily for centralized trader cash-handling. Requirement &amp; location subject to operator</td>
</tr>
<tr>
<td>SPACE / COMPONENT</td>
<td>MINIMUM DIMENSIONS (ft) AREA (ft²)</td>
<td>MINIMUM QUANTITY</td>
<td>MINIMUM TOTAL INTERNAL AREA (ft²)</td>
<td>NOTES / OTHER REQUIREMENTS</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-----------------------------------</td>
<td>------------------</td>
<td>-----------------------------------</td>
<td>-------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>b. Restrooms – male</td>
<td>Minimum of 1 on each level</td>
<td></td>
<td></td>
<td>Provision to be as required by code - population distribution to be 50% Male.</td>
</tr>
<tr>
<td>c. Restrooms – female</td>
<td>Minimum of 1 on each level</td>
<td></td>
<td></td>
<td>Provision to be as required by code - population distribution to be 50% Female.</td>
</tr>
<tr>
<td>d. ADA restrooms / changing areas</td>
<td>Located on each level</td>
<td></td>
<td></td>
<td>Provision is to be as required by code.</td>
</tr>
<tr>
<td>e. Baby changing restroom</td>
<td>1 on first level</td>
<td>1</td>
<td>40</td>
<td>Enclosed air-conditioned space for medical support to all building users, ideally close to public market hall. Include sink, lockable medicine storage, defibrillator, treatment couch &amp; space for a stretcher.</td>
</tr>
<tr>
<td>f. First aid room</td>
<td>1</td>
<td>1</td>
<td>150</td>
<td></td>
</tr>
</tbody>
</table>

### 3.30.7 Catering Operations

| a. Central production kitchen     | 1                                 | 800              | Kitchen licensed for commercial use primarily enabling stall tenants & food truck operators to prepare foods for public market retail. Area includes allowance for Staff Break area & WC. |

| b. Dry and cold storage          | 1 dry/1 cold                      | 3,765            | Separate dry/cold storage rooms, shared tenant use, located for efficient delivery, management, approx. size subject to operational requirements. Provisional cold room area allowance for 4 tall fridges & 8 coolers. Indicative racking length of approx. 215 feet accommodated. |

### 3.30.8 Venue Operations

<p>| a. Administrative offices        | 1                                 | 1,500            | Office workspace for venue management personnel. Potential requirement for smaller office and meeting room compartmentation within office area to be assessed in future design phase. Indicative area |</p>
<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
<td>for approximately 20 office staff. Will include mail handling area.</td>
</tr>
<tr>
<td>b. Conference room</td>
<td>1 150</td>
<td></td>
<td></td>
<td>6-8 person capacity.</td>
</tr>
<tr>
<td>c. Staff room</td>
<td>1 200</td>
<td></td>
<td></td>
<td>To accommodate a limited number of venue management personnel and include locker space and a kitchenette. Area indicative, to be sized to suit number of staff.</td>
</tr>
<tr>
<td>d. Building maintenance storage</td>
<td>to suit operational regulations</td>
<td>500</td>
<td>Area indicative only - subject to Operator evaluation/as required for efficient operations.</td>
<td></td>
</tr>
<tr>
<td>e. Maintenance off / works hop</td>
<td>1 250</td>
<td></td>
<td></td>
<td>Area indicative only - subject to Operator evaluation/as required for efficient operations.</td>
</tr>
<tr>
<td>f. Loading dock handling area</td>
<td>1 775</td>
<td></td>
<td></td>
<td>Interior goods handling and holding room adjacent goods elevators. Area minimum indicative - subject to Operator evaluation/as required for efficient operations.</td>
</tr>
<tr>
<td>g. Janitors closets</td>
<td>to suit operational regulations</td>
<td>200</td>
<td>1 per combined M/F restroom block on each level plus public market hall janitor facility. Area indicative only - subject to Operator evaluation/as required for efficient operations.</td>
<td></td>
</tr>
<tr>
<td>h. Garbage and recycling room</td>
<td>1 200</td>
<td></td>
<td></td>
<td>Central facility at grade adjacent loading bay accommodating yard dumpsters, recycling waste stream containers, yard compost &amp; compost bailers.</td>
</tr>
</tbody>
</table>

3.30.9 Plant

a. Group not used | | | As required by building design. |

3.30.10 Access and Circulation

a. Group not used | | | As required by building design. Includes public market aisles, mezzanine balcony, secondary circulation elevators & stairs. |
Annex 15.3 – A

Area Data Sheets

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1 The Area Data Sheets released previously are being updated by the City and will be re-released with Schedule 16A in Addendum #3. Proposers should assume no material changes to the Area Data Sheets previously released for purposes of design development.
## AREA DATA SHEET

**Project Title: National Western Center 1909 Arena**

<table>
<thead>
<tr>
<th>Unique ID</th>
<th>Room Name</th>
<th>Department</th>
<th>Function Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1909-01</td>
<td>Market Hall</td>
<td>Retail Operations</td>
<td>Market Hall space</td>
</tr>
<tr>
<td>1909-02</td>
<td>Staff Changing Room</td>
<td>Venue Operations</td>
<td>Staff changing facilities with showers</td>
</tr>
<tr>
<td>1909-03</td>
<td>Meeting Room</td>
<td>Event Operations</td>
<td>Meeting room</td>
</tr>
<tr>
<td>1909-04</td>
<td>Circulation Spaces</td>
<td>Public</td>
<td>Public circulation area</td>
</tr>
<tr>
<td>1909-05</td>
<td>Wash Rooms</td>
<td>Public</td>
<td>Public toilet facilities</td>
</tr>
<tr>
<td>1909-06</td>
<td>First Aid Rooms</td>
<td>Public</td>
<td>Public medical facilities</td>
</tr>
<tr>
<td>1909-07</td>
<td>Restaurants</td>
<td>Catering Operations</td>
<td>Restaurant Spaces</td>
</tr>
<tr>
<td>1909-08</td>
<td>Restaurant Washrooms</td>
<td>Catering Operations</td>
<td>Restaurant toilet facilities</td>
</tr>
<tr>
<td>1909-09</td>
<td>Kitchens</td>
<td>Catering Operations</td>
<td>Main kitchen facilites</td>
</tr>
<tr>
<td>1909-10</td>
<td>Market Stalls</td>
<td>Retail Operations</td>
<td>Market Stalls</td>
</tr>
<tr>
<td>1909-11</td>
<td>Maintenance Storage</td>
<td>Venue Operations</td>
<td>Main storage</td>
</tr>
<tr>
<td>1909-12</td>
<td>Garbage and Recycling</td>
<td>Venue Operations</td>
<td>Main refuse and recycling facility</td>
</tr>
</tbody>
</table>
| 1909-13   | Stairs                     | Access and Circulation | Vertical circulation |}
| 1909-14   | Community Event Space      | Public              | Event area                                    |
AREA DATA SHEET

Project Title: National Western Center Equestrian Events Arena

Abbreviations List

4. Electrical
Audio and Video Equipment:
RDO - Radio Outlet
TVO - Television Outlet
CTV - Cable TV
DS - Drop Screen
TVP - HDTV Projector
VCS - Video Conference System
QSS - High Quality Sound System
SCR - LED/ LCD Screen
SIG - IP TV and Digital Signage
SVC - Speaker Volume Control
CVD - Four-sided Central Video Display
LRD - LED Ribbon Display
AVL - Audio, Video and Lighting Desk

Data and Voice Equipment:
IPX - IP/ PABX Telephone
WLN - Wireless Local Area Network
DNT - Data Network
RAD - Radio Coverage
MOB - Mobile Phone Coverage
DTL - Direct Telephone Line with Sockets
DCM - Data/ Comms
IPV - Data Outlet for IP TV/ Digital Signage

6. Fire and Protection
Fire and Voice Alarm Type
MCP - Manual Call Point
ES - Electronic Sounder
RIN - Remote Indicator
VAD - Visual Alarm Device
ASD - Aspirating smoke detector
MFP - Main Fire Panel Location
AREA DATA SHEET

Project Title: National Western Center Equestrian Events Arena

Abbreviations List

8. Furniture, Fittings and Equipment

Loose Furniture

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFE-102</td>
<td>Bar Stool - Suite</td>
</tr>
<tr>
<td>FFE-110</td>
<td>Dining Chair</td>
</tr>
<tr>
<td>FFE-126</td>
<td>Lounge Chair - Suite</td>
</tr>
<tr>
<td>FFE-144</td>
<td>Lounge Chair</td>
</tr>
<tr>
<td>FFE-150</td>
<td>Office Chair</td>
</tr>
<tr>
<td>FFE-164</td>
<td>Task Chair</td>
</tr>
<tr>
<td>FFE-167</td>
<td>Meeting Chairs</td>
</tr>
<tr>
<td>FFE-168</td>
<td>TV Studio Chair</td>
</tr>
<tr>
<td>FFE-174</td>
<td>Sofa - Suite</td>
</tr>
<tr>
<td>FFE-179</td>
<td>Sofa - Athletes</td>
</tr>
<tr>
<td>FFE-301</td>
<td>Coat Stand</td>
</tr>
<tr>
<td>FFE-302</td>
<td>Wall Clock</td>
</tr>
<tr>
<td>FFE-303</td>
<td>Magnetic White Board</td>
</tr>
<tr>
<td>FFE-304</td>
<td>Cork Panelling Notice Boards</td>
</tr>
<tr>
<td>FFE-213</td>
<td>Pallet Racking Storage System</td>
</tr>
<tr>
<td>FFE-250</td>
<td>Free Standing Filing System</td>
</tr>
<tr>
<td>FFE-251</td>
<td>Under Desk Filing System</td>
</tr>
<tr>
<td>FFE-252</td>
<td>Office Shelving Unit</td>
</tr>
<tr>
<td>FFE-255</td>
<td>Freestanding Filing Cabinet</td>
</tr>
<tr>
<td>FFE-625</td>
<td>Table Lamp</td>
</tr>
<tr>
<td>FFE-643</td>
<td>Planter</td>
</tr>
<tr>
<td>FFE-650</td>
<td>Massage Table</td>
</tr>
<tr>
<td>FFE-701</td>
<td>Desktop Computer</td>
</tr>
<tr>
<td>FFE-702</td>
<td>Keyboard</td>
</tr>
<tr>
<td>FFE-703</td>
<td>Optical Mouse</td>
</tr>
<tr>
<td>FFE-704</td>
<td>Printer</td>
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<tr>
<td>FFE-705</td>
<td>Scanner</td>
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<tr>
<td>FFE-803</td>
<td>Medical Bed</td>
</tr>
<tr>
<td>FFE-821</td>
<td>Hair Dryer</td>
</tr>
<tr>
<td>FFE-873</td>
<td>Loading Tandem Scissor Lift Table</td>
</tr>
<tr>
<td>FFE-901</td>
<td>Broadcast Desk</td>
</tr>
<tr>
<td>FFE-902</td>
<td>Office Workstation</td>
</tr>
<tr>
<td>FFE-930</td>
<td>Side Table - Suite</td>
</tr>
<tr>
<td>FFE-931</td>
<td>Coffee Table</td>
</tr>
<tr>
<td>FFE-939</td>
<td>Double Coffee Table</td>
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<tr>
<td>FFE-960</td>
<td>Dining Table</td>
</tr>
<tr>
<td>FFE-972</td>
<td>Break-out Table</td>
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<tr>
<td>FFE-980</td>
<td>Meeting Table</td>
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<td>FFE-981</td>
<td>TV Studio Table</td>
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<tr>
<td>FFE-986</td>
<td>Rectangular Desk</td>
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<tr>
<td>FFE-987</td>
<td>Vanity Unit</td>
</tr>
<tr>
<td>FFE-988</td>
<td>Coffee Machine</td>
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<tr>
<td>FFE-989</td>
<td>Desk - First Aid Room</td>
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</table>

Fixed Storage Units

<table>
<thead>
<tr>
<th>Code</th>
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<tbody>
<tr>
<td>FXG-121</td>
<td>Retail Counters</td>
</tr>
<tr>
<td>FXG-122</td>
<td>Accreditation Desk</td>
</tr>
<tr>
<td>FXG-135</td>
<td>Broadcast Desk</td>
</tr>
<tr>
<td>FXG-138</td>
<td>Accreditation Counter</td>
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<tr>
<td>FXG-139</td>
<td>Pigeon Hole Units</td>
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<tr>
<td>FXG-140</td>
<td>Built in Desk Unit</td>
</tr>
<tr>
<td>FXG-141</td>
<td>Drinks Ledge</td>
</tr>
<tr>
<td>FXG-143</td>
<td>Wall Display Panel</td>
</tr>
<tr>
<td>FXG-161</td>
<td>Rubbish Bin</td>
</tr>
<tr>
<td>FXG-183</td>
<td>Locker Room Servery Counter</td>
</tr>
<tr>
<td>FXG-206</td>
<td>Locker Room Bench Seating with Rail</td>
</tr>
<tr>
<td>FXG-218</td>
<td>Timber Bench with Hooks</td>
</tr>
<tr>
<td>FXG-301</td>
<td>Lockers - Athletes</td>
</tr>
<tr>
<td>FXG-302</td>
<td>Lockers - Staff</td>
</tr>
<tr>
<td>FXG-303</td>
<td>Lockers - Media</td>
</tr>
<tr>
<td>FXG-306</td>
<td>Hidden Coat Storage</td>
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<tr>
<td>FXG-307</td>
<td>Shoe Storage - Wall Shelving</td>
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<tr>
<td>FXG-314</td>
<td>Low Level Storage unit</td>
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<tr>
<td>FXG-317</td>
<td>Towel Storage</td>
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Sanitary Appliances/ Fittings

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tr>
<td>SAN-131</td>
<td>Grab Rails</td>
</tr>
<tr>
<td>SAN-501</td>
<td>Sink</td>
</tr>
<tr>
<td>SAN-502</td>
<td>Mirror</td>
</tr>
<tr>
<td>SAN-602</td>
<td>Ice Bath</td>
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<tr>
<td>SAN-711</td>
<td>Shower</td>
</tr>
<tr>
<td>SAN-802</td>
<td>Soap Dispenser</td>
</tr>
<tr>
<td>SAN-811</td>
<td>Hand Dryer</td>
</tr>
<tr>
<td>SAN-822</td>
<td>Waste Bin</td>
</tr>
<tr>
<td>SAN-901</td>
<td>Drinking Fountain</td>
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</table>
### Project Title: National Western Center 1909 Arena

#### 1. Room Information

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>1909-01</th>
<th>Typical Room Type:</th>
<th>Market Hall</th>
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<tbody>
<tr>
<td>Department:</td>
<td>Retail Operations</td>
<td>Minimum Assignable Area (sqft):</td>
<td>As existing</td>
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<tr>
<td>Function Description:</td>
<td>Market Hall space</td>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>As existing</td>
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<td>Preferred Adjacency:</td>
<td>N/A</td>
<td>Acoustic Category (NR):</td>
<td>60</td>
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<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td>Occupant Load:</td>
<td>TBD</td>
</tr>
<tr>
<td>Daylighting/Views:</td>
<td>No</td>
<td>Occupants:</td>
<td>Public</td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>No</td>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>N/A</td>
<td>Exits Required:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

#### 2. Internal Finishes

- **Wall Finish**
  - Paint
  - Signage
- **Floor Finish/Base**
  - Polished concrete
  - Doors Finish:
    - Powder coated aluminium
- **Floor Boxes**: N/A
- **Floor Drains**: Yes
- **Ceiling Finish**: Paint
- **Ceiling Lighting**: Yes

#### 3. Mechanical

- **Room Temperature (°F) Winter**: 69 ± 1
- **Room Temperature (°F) Summer**: 74 ± 1
- **Thermostatic Control**: N/A
- **Relative Humidity (%RH)**: 40% - 60%
- **Humidity Control**: No
- **Ventilation (Air Changes/hr)**: 6 (ASHRAE 62.1, Table D-1 Primary)
- **Pressurization**: Yes
- **Exhaust Type**: General and Special

#### 4. Electrical

- **Luminaries**: N/A
- **Luminaries (ft-c)**: TBD
- **Load Density (W/ft²)**: TBD
- **Type of Control**: N/A
- **Motion Sensor**: N/A
- **Control**: Local/Zoned
- **Via BMS Control Room**: Yes
- **Emergency Lighting Levels (ft-c)**: 1
- **Audio and Video Equipment**: TBD

#### 5. Public Health

- **Automatic Sprinkler**: No
- **Sprinkler Type**: N/A
- **Sanitary Equipment**: N/A
- **Domestic Hot Water**: No
- **Potable Cold Water**: Yes
- **Thermostatically Controlled**: No

#### 6. Fire Protection

- **Standard Sprinklers Protection**: No
- **Preaction Sprinkler Protection**: No
- **Fire and Smoke Protection Type**: N/A

#### 7. Security Equipment

- **CCTV**: TBD

#### 8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)

- FXG-143, FXG-161

#### 9. Notes and Additional Requirements

FFE overview see document Schedule 15 - New Arena - Section 1.2.a. xx
## AREA DATA SHEET

### Project Title: National Western Center 1909 Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>1909-02</th>
<th><strong>Typical Room Type:</strong></th>
<th>Staff Changing Room</th>
</tr>
</thead>
</table>

**1. Room Information**

- **Department:** Venue Operations
- **Function Description:** Staff changing facilities with showers
- **Preferred Adjacency:** Market Hall, Restaurants
- **Disabled Access:** Yes
- **Daylighting/Views:** No
- **Visual Privacy:** Yes
- **Interior Glazing:** Yes
- **Minimum Assignable Area (sqft):** TBD
- **Minimum Clear Ceiling Height (ft):** 10
- **Acoustic Category (NR):** 40
- **Occupancy:** Staff
- **Exits Required:** N/A

**2. Internal Finishes**

- **Wall Finish:** Paint
- **Floor Finish/Base:** Ceramic tile
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** Plasterboard ceiling
- **Ceiling Lighting:** Yes
- **Signage:** Yes
- **Doors Finish:** Powder coated aluminium
- **Door Hardware:** Lever handle
- **Door Access:** Swipe card
- **Window Finish:** N/A
- **Window Hardware:** N/A

**3. Mechanical**

- **Room Temperature (°F) Winter:** 69 ± 1
- **Room Temperature (°F) Summer:** 74 ± 1
- **Thermostatic Control:** Yes
- **Relative Humidity (%RH):** 40% - 50%
- **Humidity Control:** No
- **Ventilation (Air Changes/hr):** 10 (ASHRAE 62.1, Table D-1 Primary)
- **Relative Pressure:** Neutral
- **Smoke Extraction:** No
- **Exhaust Type:** General
- **HVAC Noise Level (dB):** 40
- **Luminaries:** LED
- **Power Load Density (W/ft²):** 0.95
- **Levels (ft-c):** 18.5
- **Load Density (W/ft²):** 1.5
- **Type of Control:** Auto
- **Control:** Zoned
- **Via BMS Control Room:** Yes
- **Emergency Lighting Levels (ft-c):** 1
- **Audio and Video Equipment:** SCR, SIG
- **Data and Voice Equipment:** RAD, MOB

**4. Electrical**

- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** SAN-711, Schedule 15 - Section 1.14
- **Domestic Hot Water:** No
- **Potable Cold Water:** No
- **Thermostatically Controlled:** No
- **Detection Type:** Smoke Detector
- **Preaction Sprinkler Protection:** No
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Smoke Protection Type:** N/A
- **Fire and Voice Alarm Type:** RI

**5. Public Health**

- **Sanitary Equipment:** SAN-502, SAN-802, SAN-811, SAN-822
- **Waste Connection:** No
- **Domestic Hot Water:** No
- **Foul Water Disposal:** No
- **Gray Water Disposal:** No
- **Upright/Pendent:** No
- **Cold Smoke Clearance Control:** Air-Conditioning

**6. Fire Protection**

- **Standard Sprinklers Protection:** Yes
- **Detection Type:** Smoke Detector
- **Preaction Sprinkler Protection:** No
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Smoke Protection Type:** N/A
- **Fire and Voice Alarm Type:** RI

**7. Security Equipment**

- **Access Control, CCTV**

**8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)**

- **FFE-301, FFE-302, FFE-304**
- **FXG-206, FXG-302**
- **SAN-502, SAN-802, SAN-811, SAN-822**

**9. Notes and Additional Requirements**

Main Changing Room with separate shower area, sanitary facilities and Equipment storage. Located at Market Hall level.

FFE overview see document Schedule 15 - New Arena - Section 1.2.a xx
# AREA DATA SHEET

**Project Title:** National Western Center 1909 Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>1909-03</th>
<th>Typical Room Type: Meeting Room</th>
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<tbody>
<tr>
<td><strong>1. Room Information</strong></td>
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</tr>
<tr>
<td>Department:</td>
<td>Event Operations</td>
<td>Minimum Assignable Area (sqft): 400</td>
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<tr>
<td>Function Description:</td>
<td>Meeting room</td>
<td>Minimum Clear Ceiling Height (ft): 10</td>
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<tr>
<td>Preferred Adjacency:</td>
<td>As Required</td>
<td>Acoustic Category (NR): 35</td>
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<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td>Occupant Load: TBD</td>
</tr>
<tr>
<td>Daylighting/ Views:</td>
<td>Yes</td>
<td>Occupants: Staff</td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>Yes</td>
<td>Fire Separation (minutes): TBD</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>Yes</td>
<td>Exits Required: TBD</td>
</tr>
</tbody>
</table>

| **2. Internal Finishes** | | |
| Wall Finish | Paint | Signage | Yes |
| Floor Finish/ Base: | Carpet | Doors Finish: Powder coated aluminium |
| Floor Boxes: | Yes | Door Hardware: Lever handle |
| Floor Drains: | No | Door Access: N/A |
| Ceiling Finish: | Plaster ceiling | Window Finish: N/A |
| Ceiling Lighting: | Yes | Window Hardware: N/A |

| **3. Mechanical** | | |
| Room Temperature (°F) Winter | 69 ± 1 | Heating: Yes |
| Room Temperature (°F) Summer | 74 ± 1 | Cooling: Yes |
| Thermostatic Control: | Yes | Ventilation Strategy: Mechanical ventilation |
| Relative Humidity (%RH): | 40% - 50% | Mech Vent and Cooling Equip: Fan coil unit and Air handling unit |
| Humidity Control: | No | Mechanical Air Volume Control: Yes |
| Ventilation (Air Changes/hr): | 8 (ASHRAE 62.1, Table D-1 Primary) | Mech Vent Local User Control: Yes |
| Relative Pressure: | Negative | Mech/Nat vent Local indicator: Yes |
| Pressure Control: | No | Smoke Extraction: No |
| Exhaust Type: | General | HVAC Noise Level (dB): 30 |

| **4. Electrical** | | |
| Luminaries: | LED | Power Load Density (W/ft²): 2.3 |
| Levels (ft-c): | 46.5 | Power Sockets: TBD |
| Load Density (W/ft²): | 0.95 | Floor Boxes: I |
| Type of Control: | Manual/ Auto | Standby Power Required: No |
| Motion Sensor: | Yes | Emergency Pull Cord: No |
| Control: | Local/ Zoned | Induction Loop: No |
| Via BMS Control Room: | Yes | ITC Power Outlets: TBD |
| Emergency Lighting Levels (ft-c): | 1 | Data Outlets: Yes |
| Audio and Video Equipment: | SCR, SIG, SVC | Data and Voice Equipment: IPX, WLN, DNT, RAD, MOB, DTL, DCM, IPV |

| **5. Public Health** | | |
| Automatic Sprinkler: | Yes | Gas Supply Type: No |
| Sprinkler Type: | Concealed | Soil connection: No |
| Sanitary Equipment: | N/A | Waste Connection: No |
| Domestic Hot Water: | No | Shower Drain: No |
| Potable Cold Water: | No | Grey Water Disposal: No |
| Thermostatically Controlled: | No | Foul Water Disposal: No |

| **6. Fire Protection** | | |
| Standard Sprinklers Protection: | Yes | Detection Type: Smoke Detector |
| Preaction Sprinkler Protection: | No | Cold Smoke Clearance Control: Air-Conditioning |
| Fire and Smoke Protection Type: | N/A | Fire and Voice Alarm Type: RIN |

| **7. Security Equipment** | | |
| Access Control | | |

| **8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)** | | |
| FFE-150, FFE-301, FFE-302, FFE-643, FFE-980, FFE-986 | | |

| **9. Notes and Additional Requirements** | | |
| FFE overview see document Schedule 15 - New Arena - Section 1.2.a.xx | | |
### AREA DATA SHEET

**Project Title:** National Western Center 1909 Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>1909-04</th>
<th>Typical Room Type:</th>
<th>Circulation Spaces</th>
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<tbody>
<tr>
<td><strong>1. Room Information</strong></td>
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<tr>
<td>Department:</td>
<td>Public</td>
<td>Minimum Assignable Area (sqft):</td>
<td>TBD</td>
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<tr>
<td>Function Description:</td>
<td>Public circulation area</td>
<td>Minimum Clear Ceiling Height (ft):</td>
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<td>Preferred Adjacency:</td>
<td>Market Hall</td>
<td>Acoustic Category (NR):</td>
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<td>Disabled Access:</td>
<td>No</td>
<td>Occupant Load:</td>
<td>TBD</td>
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<tr>
<td>Daylighting/Views:</td>
<td>Yes</td>
<td>Exiting Points:</td>
<td>TBD</td>
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<tr>
<td>Visual Privacy:</td>
<td>No</td>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>Yes</td>
<td>Exits Required:</td>
<td>TBD</td>
</tr>
<tr>
<td><strong>2. Internal Finishes</strong></td>
<td></td>
<td></td>
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<tr>
<td>Wall Finish:</td>
<td>Paint</td>
<td>Signage: Yes</td>
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<tr>
<td>Floor Finish/ Base:</td>
<td>Polished concrete</td>
<td>Doors Finish:</td>
<td>Powder coated aluminium</td>
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<td>Floor Boxes:</td>
<td>N/A</td>
<td>Door Hardware: Push bar handle</td>
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<td>Floor Drains:</td>
<td>Yes</td>
<td>Door Access: N/A</td>
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<tr>
<td>Ceiling Finish:</td>
<td>Paint</td>
<td>Window Finish: Metal</td>
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<td>Ceiling Lighting:</td>
<td>Yes</td>
<td>Window Hardware: Restrictor</td>
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<td><strong>3. Mechanical</strong></td>
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<tr>
<td>Room Temperature (°F) Winter</td>
<td>69 ± 1</td>
<td>Heating: Yes</td>
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<tr>
<td>Room Temperature (°F) Summer</td>
<td>74 ± 1</td>
<td>Cooling: Yes</td>
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<tr>
<td>Thermostatic Control:</td>
<td>N/A</td>
<td>Ventilation Strategy: 100 % Fresh air and fan coil unit</td>
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<tr>
<td>Relative Humidity (% RH):</td>
<td>40% - 50%</td>
<td>Mech Vent and Cooling Equip:</td>
<td>Fan coil unit and Air handling unit</td>
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<td>Humidity Control:</td>
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<td>Mech Air Volume Control: Yes</td>
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<tr>
<td>Ventilation (Air Changes/hr):</td>
<td>6 (ASHRAE 62.1, Table D-1 Primary)</td>
<td>Mech Vent Local User Control: No</td>
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<td>Relative Pressure:</td>
<td>Neutral</td>
<td>Mech/Nat vent Local indicator: Yes</td>
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<td>Pressure Control:</td>
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<td>Smoke Extraction: No</td>
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<td>Exhaust Type:</td>
<td>General</td>
<td>HVAC Noise Level (dB): 40</td>
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<td><strong>4. Electrical</strong></td>
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<tr>
<td>Luminaries:</td>
<td>LED</td>
<td>Power Load Density (W/ft²): 1.4</td>
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<tr>
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<td>Power Sockets: TBD</td>
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<td>Type of Control:</td>
<td>Auto</td>
<td>StandBy Power Required: No</td>
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<td>Motion Sensor:</td>
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<td>Emergency Pull Cord: No</td>
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<tr>
<td>Control:</td>
<td>N/A</td>
<td>Induction Loop: Yes</td>
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<tr>
<td>Via BMS Control Room:</td>
<td>Yes</td>
<td>ITC Power Outlets: N/A</td>
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<td>Emergency Lighting Levels (ft-c):</td>
<td>1</td>
<td>Data Outlets: No</td>
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<tr>
<td>Audio and Video Equipment:</td>
<td>RDO, SCR, SIG</td>
<td>Data and Voice Equipment: IPX, WLN, DNT, DCM, IPV</td>
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<tr>
<td><strong>5. Public Health</strong></td>
<td></td>
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</tr>
<tr>
<td>Automatic Sprinkler:</td>
<td>Yes</td>
<td>Gas Supply Type: No</td>
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</tr>
<tr>
<td>Sprinkler Type:</td>
<td>Upright/Pendent</td>
<td>Soil connection: No</td>
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<tr>
<td>Sanitary Equipment:</td>
<td>SAN-901</td>
<td>Waste Connection: No</td>
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<tr>
<td>Domestic Hot Water:</td>
<td>No</td>
<td>Shower Drain: No</td>
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<tr>
<td>Potable Cold Water:</td>
<td>No</td>
<td>Grey Water Disposal: No</td>
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<tr>
<td>Thermostatically Controlled:</td>
<td>No</td>
<td>Foul Water Disposal: No</td>
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<tr>
<td><strong>6. Fire Protection</strong></td>
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<tr>
<td>Standard Sprinklers Protection:</td>
<td>Yes</td>
<td>Detection Type: Smoke Detector</td>
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<tr>
<td>Preaction Sprinkler Protection:</td>
<td>No</td>
<td>Cold Smoke Clearance Control: Air-Conditioning</td>
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<td>Fire and Smoke Protection Type:</td>
<td>Deluge System</td>
<td>Fire and Voice Alarm Type: RIN</td>
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<tr>
<td><strong>7. Security Equipment</strong></td>
<td></td>
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</tr>
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</table>

### 8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)

### 9. Notes and Additional Requirements

FFE overview see document Schedule 15 - New Arena - Section 1.2.a xx
## AREA DATA SHEET

### Project Title: National Western Center 1909 Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>1909-05</th>
<th>Typical Room Type:</th>
<th>Wash Rooms</th>
</tr>
</thead>
</table>

**1. Room Information**

- **Department:** Public
- **Function Description:** Public toilet facilities
- **Preferred Adjacency:** Market Hall
- **Disabled Access:** Yes
- **Daylighting/Views:** No
- **Visual Privacy:** Yes
- **Interior Glazing:** No
- **Wall Finish:** Paint
- **Floor Finish/Base:** Ceramic tile
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** Plasterboard ceiling wet areas
- **Ceiling Lighting:** Yes
- **Room Temperature (°F) Winter:** 69 ± 1
- **Room Temperature (°F) Summer:** 74 ± 1
- **Thermostat Control:** Thermostatic: N/A
- **Ventilation Strategy:** N/A
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Negative
- **Exhaust Type:** General
- **Luminaries:** LED
- **Levels (ft-c):** 14
- **Load Density (W/ft²):** 0.55
- **Type of Control:** Auto
- **Control:** Zoned
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Schedule 15 - Section 1.14
- **Domestic Hot Water:** Yes
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** Yes
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Smoke Extraction:** No
- **HVAC Noise Level (dB):** 40
- **Power Sockets:** TBD
- **Data Outlets:** N/A
- **Audio and Video Equipment:** N/A
- **Emergency Lighting Levels (ft-c):** 1
- **Data and Voice Equipment:** N/A
- **ITC Power Outlets:** N/A
- **Fire and Smoke Protection Type:** N/A
- **Detection Type:** Smoke Detector
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Voice Alarm Type:** N/A

**2. Internal Finishes**

- **Wall Finish:** Paint
- **Floor Finish/Base:** Ceramic tile
- **Floor Boxes:** No
- **Floor Drains:** Yes
- **Ceiling Finish:** Plasterboard ceiling wet areas
- **Ceiling Lighting:** Yes
- **Exhaust Type:** General

**3. Mechanical**

- **Room Temperature (°F) Winter:** 69 ± 1
- **Room Temperature (°F) Summer:** 74 ± 1
- **Thermostat Control:** Thermostatic: N/A
- **Ventilation Strategy:** Mechanical ventilation
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Negative
- **Exhaust Type:** General
- **Luminaries:** LED
- **Levels (ft-c):** 14
- **Load Density (W/ft²):** 0.55
- **Type of Control:** Auto
- **Control:** Zoned
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Schedule 15 - Section 1.14
- **Domestic Hot Water:** Yes
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** Yes
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A

**4. Electrical**

- **Room Temperature (°F) Winter:** 69 ± 1
- **Room Temperature (°F) Summer:** 74 ± 1
- **Thermostat Control:** Thermostatic: N/A
- **Ventilation Strategy:** Mechanical ventilation
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Negative
- **Exhaust Type:** General
- **Luminaries:** LED
- **Levels (ft-c):** 14
- **Load Density (W/ft²):** 0.55
- **Type of Control:** Auto
- **Control:** Zoned
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Schedule 15 - Section 1.14
- **Domestic Hot Water:** Yes
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** Yes
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A

**5. Public Health**

- **Room Temperature (°F) Winter:** 69 ± 1
- **Room Temperature (°F) Summer:** 74 ± 1
- **Thermostat Control:** Thermostatic: N/A
- **Ventilation Strategy:** Mechanical ventilation
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Negative
- **Exhaust Type:** General
- **Luminaries:** LED
- **Levels (ft-c):** 14
- **Load Density (W/ft²):** 0.55
- **Type of Control:** Auto
- **Control:** Zoned
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Schedule 15 - Section 1.14
- **Domestic Hot Water:** Yes
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** Yes
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A

**6. Fire Protection**

- **Room Temperature (°F) Winter:** 69 ± 1
- **Room Temperature (°F) Summer:** 74 ± 1
- **Thermostat Control:** Thermostatic: N/A
- **Ventilation Strategy:** Mechanical ventilation
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Negative
- **Exhaust Type:** General
- **Luminaries:** LED
- **Levels (ft-c):** 14
- **Load Density (W/ft²):** 0.55
- **Type of Control:** Auto
- **Control:** Zoned
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Schedule 15 - Section 1.14
- **Domestic Hot Water:** Yes
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** Yes
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A

**7. Security Equipment**

- **Room Temperature (°F) Winter:** 69 ± 1
- **Room Temperature (°F) Summer:** 74 ± 1
- **Thermostat Control:** Thermostatic: N/A
- **Ventilation Strategy:** Mechanical ventilation
- **Relative Humidity (%RH):** 40% - 50%
- **Relative Pressure:** Negative
- **Exhaust Type:** General
- **Luminaries:** LED
- **Levels (ft-c):** 14
- **Load Density (W/ft²):** 0.55
- **Type of Control:** Auto
- **Control:** Zoned
- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** Schedule 15 - Section 1.14
- **Domestic Hot Water:** Yes
- **Potable Cold Water:** Yes
- **Thermostatically Controlled:** Yes
- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A

**8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)**

- **SAN-502, SAN-802, SAN-811, SAN-822**
- **SAN-131 for ADA Washrooms**

**9. Notes and Additional Requirements**

- Provision to be as required by code - population distribution to be 50% male and 50% female.
- ADA Wash Rooms are combined as part of the public washrooms.
- FFE overview see document Schedule 15 - New Arena - Section 1.2.a. xx
### AREA DATA SHEET

**Project Title: National Western Center 1909 Arena**

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>1909-06</th>
<th>Typical Room Type:</th>
<th>First Aid Rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Room Information</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td>Public</td>
<td>Minimum Assignable Area (sqft):</td>
<td>200</td>
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<tr>
<td>Function Description:</td>
<td>Public medical facilities</td>
<td>Minimum Clear Ceiling Height (ft):</td>
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<tr>
<td>Preferred Adjacency:</td>
<td>Market Hall, Restaurants</td>
<td>Acoustic Category (NR):</td>
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<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td>Occupant Load:</td>
<td>TBD</td>
</tr>
<tr>
<td>Daylighting/ Views:</td>
<td>No</td>
<td>Occupants:</td>
<td>Medical Staff</td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>Yes</td>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>No</td>
<td>Exits Required:</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>2. Internal Finishes</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall Finish:</td>
<td>Paint</td>
<td>Signage:</td>
<td>Yes</td>
</tr>
<tr>
<td>Floor Finish/ Base:</td>
<td>Vinyl Sheet</td>
<td>Doors Finish:</td>
<td>Powder coated aluminium</td>
</tr>
<tr>
<td>Floor Boxes:</td>
<td>Yes</td>
<td>Door Hardware:</td>
<td>Lever handle</td>
</tr>
<tr>
<td>Floor Drains:</td>
<td>Yes</td>
<td>Door Access:</td>
<td>N/A</td>
</tr>
<tr>
<td>Ceiling Finish:</td>
<td>Plasterboard ceiling</td>
<td>Window Finish:</td>
<td>N/A</td>
</tr>
<tr>
<td>Ceiling Lighting:</td>
<td>Yes</td>
<td>Window Hardware:</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>3. Mechanical</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room Temperature (°F) Winter</td>
<td>69 ± 1</td>
<td>Heating:</td>
<td>Yes</td>
</tr>
<tr>
<td>Room Temperature (°F) Summer</td>
<td>74 ± 1</td>
<td>Cooling:</td>
<td>Yes</td>
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<tr>
<td>Thermostat Control:</td>
<td>Yes</td>
<td>Ventilation Strategy:</td>
<td>Mechanical ventilation</td>
</tr>
<tr>
<td>Relative Humidity (%RH):</td>
<td>40% - 50%</td>
<td>Mech Vent and Cooling Equip:</td>
<td>Fan coil unit and Air handling unit</td>
</tr>
<tr>
<td>Humidity Control:</td>
<td>No</td>
<td>Mechanical Air Volume Control:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ventilation (Air Changes/hr):</td>
<td>8 (ASHRAE 62.1, Table D-1 Primary)</td>
<td>Mech Vent Local User Control:</td>
<td>Yes</td>
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<tr>
<td>Relative Pressure:</td>
<td>Negative</td>
<td>Mech/Net vent Local indicator:</td>
<td>Yes</td>
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<td>Pressure Control:</td>
<td>No</td>
<td>Smoke Extraction</td>
<td>No</td>
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<td>Exhaust Type:</td>
<td>General</td>
<td>HVAC Noise Level (dB):</td>
<td>40</td>
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<td><strong>4. Electrical</strong></td>
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<tr>
<td>Luminaries:</td>
<td>LED</td>
<td>Power Load Density (W/ft²):</td>
<td>0.95</td>
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<td>Levels (ft-c):</td>
<td>46.5</td>
<td>Power Sockets:</td>
<td>2</td>
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<td>Load Density (W/ft²):</td>
<td>1.4</td>
<td>Floor Boxes:</td>
<td>N/A</td>
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<tr>
<td>Type of Control:</td>
<td>Manual</td>
<td>Standby Power Required:</td>
<td>No</td>
</tr>
<tr>
<td>Motion Sensor:</td>
<td>No</td>
<td>Emergency Pull Cord:</td>
<td>Yes</td>
</tr>
<tr>
<td>Control:</td>
<td>Local</td>
<td>Induction Loop:</td>
<td>No</td>
</tr>
<tr>
<td>Via BMS Control Room:</td>
<td>N/A</td>
<td>ITC Power Outlets:</td>
<td>N/A</td>
</tr>
<tr>
<td>Emergency Lighting Levels (ft-c):</td>
<td>1</td>
<td>Data Outlets:</td>
<td>Yes</td>
</tr>
<tr>
<td>Audio and Video Equipment:</td>
<td>RDO</td>
<td>Data and Voice Equipment:</td>
<td>IPX, WLN, DNT, DCM, IPV</td>
</tr>
<tr>
<td><strong>5. Public Health</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automatic Sprinkler:</td>
<td>Yes</td>
<td>Gas Supply Type:</td>
<td>N/A</td>
</tr>
<tr>
<td>Sprinkler Type:</td>
<td>Upright/Pendent</td>
<td>Soil connection:</td>
<td>No</td>
</tr>
<tr>
<td>Sanitary Equipment:</td>
<td>SAN-501</td>
<td>Waste Connection:</td>
<td>Yes</td>
</tr>
<tr>
<td>Domestic Hot Water:</td>
<td>Yes</td>
<td>Shower Drain:</td>
<td>No</td>
</tr>
<tr>
<td>Potable Cold Water:</td>
<td>Yes</td>
<td>Grey Water Disposal:</td>
<td>Yes</td>
</tr>
<tr>
<td>Thermostatically Controlled:</td>
<td>Yes</td>
<td>Foul Water Disposal:</td>
<td>Yes</td>
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<td><strong>6. Fire Protection</strong></td>
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<td></td>
</tr>
<tr>
<td>Standard Sprinklers Protection:</td>
<td>Yes</td>
<td>Detection Type:</td>
<td>Smoke Detector</td>
</tr>
<tr>
<td>Preaction Sprinkler Protection:</td>
<td>No</td>
<td>Cold Smoke Clearance Control:</td>
<td>Air Conditioning</td>
</tr>
<tr>
<td>Fire and Smoke Protection Type:</td>
<td>N/A</td>
<td>Fire and Voice Alarm Type:</td>
<td>RIN</td>
</tr>
<tr>
<td><strong>7. Security Equipment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access Control, CCTV, Intrusion Detection System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8. Furniture, Fittings and Equipment (minimum requirements, all FF&amp;E required to ensure full capacity events can be held)</strong></td>
<td>FFE-764, FFE-167, FFE-225, FFE-301, FFE-302, FFE-825, FFE-701, FFE-702, FFE-703, FFE-704, FFE-863, FFE-983</td>
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<tr>
<td><strong>9. Notes and Additional Requirements</strong></td>
<td>To include space for stretcher. FFE overview see document Schedule 15 - New Arena - Section 1.2.a. xx</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Project Title: National Western Center 1909 Arena

### Type ID: 1909-07

<table>
<thead>
<tr>
<th>Typical Room Type: Restaurants</th>
</tr>
</thead>
</table>

#### 1. Room Information

- **Department:** Catering Operations
- **Minimum Assignable Area (sqft):** 350
- **Function Description:** Restaurant Spaces
- **Minimum Clear Ceiling Height (ft):** 10
- **Preferred Adjacency:** Kitchen
- **Acoustic Category (NR):** 35
- **Disabled Access:** Yes
- **Occupant Load:** TBD
- **Daylighting/ Views:** Yes
- **Occupants:** Public
- **Visual Privacy:** Yes
- **Fire Separation (minutes):** TBD
- **Interior Glazing:** No
- **Exits Required:** TBD

#### 2. Internal Finishes

- **Wall Finish:** Paint
- **Floor Finish/ Base:** Polished concrete
- **Floor Boxes:** No
- **Floor Drains:** No
- **Ceiling Finish:** Plasterboard ceiling
- **Ceiling Lighting:** Yes
- **Signage:** Yes
- **Doors Finish:** Powder coated aluminium
- **Door Hardware:** Lever handle
- **Floor Access:** Monitored door
- **Window Finish:** N/A
- **Window  Hardware:** N/A

#### 3. Mechanical

- **Room Temperature (°F) Winter:** 69 ± 1
- **Room Temperature (°F) Summer:** 74 ± 1
- **Heating:** Yes
- **Cooling:** Yes
- **Relative Humidity (%RH):** 40% - 50%
- **Mech Vent and Cooling Equip:** Fan coil unit and Air handling unit
- **Mechanical Air Volume Control:** Yes
- **Relative Pressure:** Neutral
- **Mech/Vent Local User Control:** Yes
- **Smoke Extraction:** No
- **Exhaust Type:** General
- **HVAC Noise Level (dB):** 30

#### 4. Electrical

- **Luminaries:** LED
- **Power Load Density (W/ft²):** 5.1
- **Levels (ft-c):** 18.5
- **Power Sockets:** 3
- **Load Density (W/ft²):** 0.85
- **Floor Boxes:** N/A
- **Type of Control:** Auto
- **StandBy Power Required:** No
- **Motion Sensor:** Yes
- **Emergency Pull Cord:** No
- **Via BMS Control Room:** Yes
- **ITC Power Outlets:** TBD
- **Emergency Lighting Levels (ft-c):** 1
- **Data Outlets:** Yes
- **Audio and Video Equipment:** SCR, SIG, SVC
- **Data and Voice Equipment:** IPX, WLN, DNT, RAD, MOB, IPV

#### 5. Public Health

- **Automatic Sprinkler:** Yes
- **Gas Supply Type:** No
- **Sprinkler Type:** Concealed
- **Soil connection:** Yes
- **Sanitary Equipment:** Sink
- **Waste Connection:** Yes
- **Domestic Hot Water:** Yes
- **Shower Drain:** No
- **Potable Cold Water:** Yes
- **Grey Water Disposal:** Yes
- **Thermostatically Controlled:** Yes
- **Foul Water Disposal:** Yes

#### 6. Fire Protection

- **Standard Sprinklers Protection:** Yes
- **Detection Type:** Smoke Detector
- **Preaction Sprinkler Protection:** No
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Smoke Protection Type:** N/A
- **Fire and Voice Alarm Type:** RIN

#### 7. Security Equipment

#### 8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)

Equipment for the operation will be developed with input from the operator and the food service provider.

#### 9. Notes and Additional Requirements

Area and Capacity to be developed by Operator
### AREA DATA SHEET

#### Project Title: National Western Center 1909 Arena

<table>
<thead>
<tr>
<th>Type ID: 1909-08</th>
<th>Typical Room Type: Restaurant Washrooms</th>
</tr>
</thead>
</table>

1. **Room Information**

<table>
<thead>
<tr>
<th>Department: Catering Operations</th>
<th>Minimum Assignable Area (sqft): TBD</th>
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<tbody>
<tr>
<td>Function Description: Restaurant toilet facilities</td>
<td>Minimum Clear Ceiling Height (ft): 8</td>
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<tr>
<td>Preferred Adjacency: Restaurants</td>
<td>Acoustic Category (NR): 40</td>
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<tr>
<td>Disabled Access: Yes</td>
<td>Occupant Load: TBD</td>
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<tr>
<td>Daylighting/ Views: No</td>
<td>Occupants: Public</td>
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<tr>
<td>Visual Privacy: Yes</td>
<td>Fire Separation (minutes): TBD</td>
</tr>
<tr>
<td>Interior Glazing: No</td>
<td>Exits Required: TBD</td>
</tr>
</tbody>
</table>

2. **Internal Finishes**

<table>
<thead>
<tr>
<th>Wall Finish</th>
<th>Paint</th>
<th>Signage</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Finish/ Base: Ceramic tile</td>
<td>Doors Finish: Powder coated aluminium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Boxes: No</td>
<td>Door Hardware: Lever handle</td>
<td></td>
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<tr>
<td>Floor Drains: Yes</td>
<td>Door Access: N/A</td>
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</tr>
<tr>
<td>Ceiling Finish: Plasterboard ceiling wet areas</td>
<td>Window Finish: N/A</td>
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<td></td>
</tr>
<tr>
<td>Ceiling Lighting: Yes</td>
<td>Window Hardware: N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Mechanical**

| Room Temperature (°F) Winter | 69 ± 1 | Heating: Yes |
| Room Temperature (°F) Summer | 74 ± 1 | Cooling: Yes |
| Thermostat Control: N/A | Ventilation Strategy: Mechanical ventilation |
| Relative Humidity (%RH): 40% - 50% | Mech Vent and Cooling Equip: Fan coil unit and Air handling unit |
| Humidity Control: No | Mechanical Air Volume Control: Yes |
| Ventilation (Air Changes/hr): 8 (ASHRAE 62.1, Table D-1 Primary) | Mech Vent Local User Control: No |
| Relative Pressure: Negative | Mech/ Nat vent Local indicator: Yes |
| Pressure Control: No | Smoke Extraction: No |
| Exhaust Type: General | HVAC Noise Level (dB): 40 |

4. **Electrical**

| Luminaries: LED | Power Load Density (W/ft²): 2.3 |
| Load Density (W/ft²): 0.55 | Power Sockets: 1 |
| Type of Control: Auto | Standby Power Required: No |
| Motion Sensor: Yes | Emergency Pull Cord: No |
| Control: Zoned | Induction Loop: No |
| Via BMS Control Room: Yes | ITC Power Outlets: N/A |
| Emergency Lighting Levels (ft-c): 1 | Data Outlets: N/A |
| Audio and Video Equipment: N/A | Data and Voice Equipment: N/A |

5. **Public Health**

| Automatic Sprinkler: Yes | Gas Supply Type: No |
| Sprinkler Type: Concealed | Soil connection: Yes |
| Sanitary Equipment: Schedule 15 - Section 1.14 | Waste Connection: Yes |
| Domestic Hot Water: Yes | Shower Drain: No |
| Potable Cold Water: Yes | Grey Water Disposal: Yes |
| Thermostatically Controlled: Yes | Foul Water Disposal: Yes |

6. **Fire Protection**

| Standard Sprinklers Protection: Yes | Detection Type: Smoke Detector |
| Preaction Sprinkler Protection: No | Cold Smoke Clearance Control: Air-Conditioning |
| Fire and Smoke Protection Type: N/A | Fire and Voice Alarm Type: RIN |

7. **Security Equipment**

| N/A |

8. **Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)**

| SAN-502, SAN-802, SAN-811, SAN-822 | SAN-131 for ADA Washrooms |

9. **Notes and Additional Requirements**

Provision to be as required by code - population distribution to be 50% male and 50% female.
ADA Wash Rooms are combined as part of the public washrooms.
FFE overview see document Schedule 15 - New Arena - Section 1.2.a. xx
### AREA DATA SHEET

**Project Title:** National Western Center 1909 Arena

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<thead>
<tr>
<th>Type ID:</th>
<th>1909-09</th>
<th>Typical Room Type:</th>
<th>Kitchens</th>
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<td><strong>1. Room Information</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td>Catering Operations</td>
<td>Minimum Assignable Area (sqft):</td>
<td>TBD</td>
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<tr>
<td>Function Description:</td>
<td>Main kitchen facilities</td>
<td>Minimum Clear Ceiling Height (ft):</td>
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<tr>
<td>Preferred Adjacency:</td>
<td>Restaurants</td>
<td>Acoustic Category (NR):</td>
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<td>Disabled Access:</td>
<td>Yes</td>
<td>Occupant Load:</td>
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<tr>
<td>Daylighting/Views:</td>
<td>No</td>
<td>Occupants:</td>
<td>Catering Staff</td>
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<td>Visual Privacy:</td>
<td>No</td>
<td>Fire Separation (minutes):</td>
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</tr>
<tr>
<td>Interior Glazing:</td>
<td>Yes</td>
<td>Exits Required:</td>
<td>TBD</td>
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<tr>
<td><strong>2. Internal Finishes</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall Finish</td>
<td>Paint</td>
<td>Signage</td>
<td>Yes</td>
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<td>Floor Finish/ Base:</td>
<td>Epoxy resin</td>
<td>Doors Finish:</td>
<td>Powder coated aluminium</td>
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<tr>
<td>Floor Boxes:</td>
<td>No</td>
<td>Door Hardware:</td>
<td>Push bar handle</td>
</tr>
<tr>
<td>Floor Drains:</td>
<td>Yes</td>
<td>Door Access:</td>
<td>N/A</td>
</tr>
<tr>
<td>Ceiling Finish:</td>
<td>Paint</td>
<td>Window Finish:</td>
<td>N/A</td>
</tr>
<tr>
<td>Ceiling Lighting:</td>
<td>Yes</td>
<td>Window Hardware:</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>3. Mechanical</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room Temperature (°F) Winter</td>
<td>69 ± 1</td>
<td>Heating:</td>
<td>Yes</td>
</tr>
<tr>
<td>Room Temperature (°F) Summer</td>
<td>74 ± 1</td>
<td>Cooling:</td>
<td>Yes</td>
</tr>
<tr>
<td>Thermostatic Control:</td>
<td>N/A</td>
<td>Ventilation Strategy:</td>
<td>100 % Fresh air and fan coil unit</td>
</tr>
<tr>
<td>Relative Humidity (%RH):</td>
<td>40% - 50%</td>
<td>Mech Vent and Cooling Equip:</td>
<td>Fan coil unit and Air handling unit</td>
</tr>
<tr>
<td>Humidity Control:</td>
<td>No</td>
<td>Mechanical Air Volume Control:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ventilation (Air Changes/hr):</td>
<td>30 (ASHRAE 62.1, Table D-1 Primary)</td>
<td>Mech Vent Local User Control:</td>
<td>No</td>
</tr>
<tr>
<td>Relative Pressure:</td>
<td>Negative</td>
<td>Mech/Nat vent Local indicator:</td>
<td>Yes</td>
</tr>
<tr>
<td>Pressure Control:</td>
<td>No</td>
<td>Smoke Extraction:</td>
<td>No</td>
</tr>
<tr>
<td>Exhaust Type:</td>
<td>General and Special</td>
<td>HVAC Noise Level (dB):</td>
<td>50</td>
</tr>
<tr>
<td><strong>4. Electrical</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Luminaries:</td>
<td>LED</td>
<td>Power Load Density (W/ft²):</td>
<td>5.1</td>
</tr>
<tr>
<td>Levels (ft-c):</td>
<td>46.5</td>
<td>Power Sockets:</td>
<td>N/A</td>
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<td>Load Density (W/ft²):</td>
<td>1.4</td>
<td>Floor Boxes:</td>
<td>N/A</td>
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<td>Type of Control:</td>
<td>Manual</td>
<td>StandBy Power Required:</td>
<td>No</td>
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<td>Motion Sensor:</td>
<td>No</td>
<td>Emergency Pull Cord:</td>
<td>No</td>
</tr>
<tr>
<td>Control:</td>
<td>Local</td>
<td>Induction Loop:</td>
<td>No</td>
</tr>
<tr>
<td>Via BMS Control Room:</td>
<td>N/A</td>
<td>ITC Power Outlets:</td>
<td>TBD</td>
</tr>
<tr>
<td>Emergency Lighting Levels (ft-c):</td>
<td>1</td>
<td>Data Outlets:</td>
<td>No</td>
</tr>
<tr>
<td>Audio and Video Equipment:</td>
<td>RDO</td>
<td>Data and Voice Equipment:</td>
<td>IPX, WLN, DNT, DCM, IPV</td>
</tr>
<tr>
<td><strong>5. Public Health</strong></td>
<td></td>
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</tr>
<tr>
<td>Automatic Sprinkler:</td>
<td>Yes</td>
<td>Gas Supply Type:</td>
<td>N/A</td>
</tr>
<tr>
<td>Sprinkler Type:</td>
<td>Upright/Pendent</td>
<td>Soil connection:</td>
<td>No</td>
</tr>
<tr>
<td>Sanitary Equipment:</td>
<td>TBD</td>
<td>Waste Connection:</td>
<td>Yes</td>
</tr>
<tr>
<td>Domestic Hot Water:</td>
<td>Yes</td>
<td>Shower Drain:</td>
<td>No</td>
</tr>
<tr>
<td>Potable Cold Water:</td>
<td>Yes</td>
<td>Grey Water Disposal:</td>
<td>Yes</td>
</tr>
<tr>
<td>Thermostatically Controlled:</td>
<td>Yes</td>
<td>Foul Water Disposal:</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>6. Fire Protection</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard Sprinklers Protection:</td>
<td>Yes</td>
<td>Detection Type:</td>
<td>Heat Detector</td>
</tr>
<tr>
<td>Preaction Sprinkler Protection:</td>
<td>No</td>
<td>Cold Smoke Clearance Control:</td>
<td>Air Conditioning</td>
</tr>
<tr>
<td>Fire and Smoke Protection Type:</td>
<td>N/A</td>
<td>Fire and Voice Alarm Type</td>
<td>RIN</td>
</tr>
<tr>
<td><strong>7. Security Equipment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access Control</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8. Furniture, Fittings and Equipment (minimum requirements, all FF&amp;E required to ensure full capacity events can be held)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment for the operation of the Kitchen will be developed with input from the Operator and the Food service provider.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>9. Notes and Additional Requirements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area and Capacity to be developed by Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---
### AREA DATA SHEET

**Project Title:** National Western Center 1909 Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>1909-10</th>
<th><strong>Typical Room Type:</strong></th>
<th>Market Stalls</th>
</tr>
</thead>
</table>

#### 1. Room Information

<table>
<thead>
<tr>
<th><strong>Department:</strong></th>
<th>Retail Operations</th>
<th><strong>Minimum Assignable Area (sqft):</strong></th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Function Description:</strong></td>
<td>Market Stalls</td>
<td><strong>Minimum Clear Ceiling Height (ft):</strong></td>
<td>10</td>
</tr>
<tr>
<td><strong>Preferred Adjacency:</strong></td>
<td>Market Hall</td>
<td><strong>Acoustic Category (NR):</strong></td>
<td>40</td>
</tr>
<tr>
<td><strong>Disabled Access:</strong></td>
<td>Yes</td>
<td><strong>Occupant Load:</strong></td>
<td>TBD</td>
</tr>
<tr>
<td><strong>Daylighting/ Views:</strong></td>
<td>N/A</td>
<td><strong>Occupants:</strong></td>
<td>Commercial Staff</td>
</tr>
<tr>
<td><strong>Visual Privacy:</strong></td>
<td>N/A</td>
<td><strong>Fire Separation (minutes):</strong></td>
<td>TBD</td>
</tr>
<tr>
<td><strong>Interior Glazing:</strong></td>
<td>N/A</td>
<td><strong>Exits Required:</strong></td>
<td>TBD</td>
</tr>
</tbody>
</table>

#### 2. Internal Finishes

| Wall Finish | Paint | Signage | Yes |
| Floor Finish/Base | Epoxy resin | Doors Finish: | Powder coated aluminium |
| Floor Boxes | Yes | Door Hardware: | Lever handle |
| Floor Drains | Yes | Door Access: | Swipe card |
| Ceiling Finish | N/A | Window Finish: | N/A |
| Ceiling Lighting | Yes | Window Hardware: | N/A |

#### 3. Mechanical

| **Room Temperature (°F) Winter** | 69 ± 1 | **Heating:** | Yes |
| **Room Temperature (°F) Summer** | 74 ± 1 | **Cooling:** | Yes |
| **Thermostatic Control:** | N/A | **Ventilation Strategy:** | 100 % Fresh air and fan coil unit |
| **Relative Humidity (%RH):** | 40% - 50% | **Mech Vent and Cooling Equip:** | Fan coil unit and Air handling unit |
| **Humidity Control:** | No | **Mechanical Air Volume Control:** | Yes |
| **Ventilation (Air Changes/hr):** | 15 (ASHRAE 62.1, Table D-1 Primary) | **Mech Vent Local User Control:** | No |
| **Relative Pressure:** | Neutral | **Mech/Nat vent Local indicator:** | Yes |
| **Pressure Control:** | No | **Smoke Extraction:** | No |
| **Exhaust Type:** | General | **HVAC Noise Level (dB):** | 40 |

#### 4. Electrical

| **Luminaries:** | LED | **Power Load Density (W/ft²):** | 2.3 |
| **Levels (ft-c):** | 28 | **Power Sockets:** | 2 |
| **Load Density (W/ft²):** | 0.95 | **Floor Boxes:** | N/A |
| **Type of Control:** | Manual | **Standby Power Required:** | No |
| **Motion Sensor:** | No | **Emergency Pull Cord:** | No |
| **Control:** | Local | **Induction Loop:** | Yes |
| **Via BMS Control Room:** | N/A | **ITC Power Outlets:** | TBD |
| **Emergency Lighting Levels (ft-c):** | 1 | **Data Outlets:** | Yes |
| **Audio and Video Equipment:** | N/A | **Data and Voice Equipment:** | N/A |

#### 5. Public Health

| **Automatic Sprinkler:** | Yes | **Gas Supply Type:** | N/A |
| **Sprinkler Type:** | Upright/Pendent | **Soil connection:** | No |
| **Sanitary Equipment:** | SAN-501 | **Waste Connection:** | Yes |
| **Domestic Hot Water:** | Yes | **Shower Drain:** | No |
| **Potable Cold Water:** | Yes | **Grey Water Disposal:** | Yes |
| **Thermostatically Controlled:** | Yes | **Foul Water Disposal:** | Yes |

#### 6. Fire Protection

| **Standard Sprinklers Protection:** | Yes | **Detection Type:** | Smoke Detector |
| **Preaction Sprinkler Protection:** | No | **Cold Smoke Clearance Control:** | Air-Conditioning |
| **Fire and Smoke Protection Type:** | N/A | **Fire and Voice Alarm Type:** | RIN |

#### 7. Security Equipment

| N/A |

#### 8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)

| FXG-121 |

#### 9. Notes and Additional Requirements

| FFE overview see document Schedule 15 - New Arena - Section 1.2.a. xx |
## Project Title: National Western Center 1909 Arena

<table>
<thead>
<tr>
<th>Type ID: 1909-11</th>
<th>Typical Room Type: Maintenance Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Room Information</strong></td>
<td></td>
</tr>
<tr>
<td>Department: Venue Operations</td>
<td>Minimum Assignable Area (sqft): TBD</td>
</tr>
<tr>
<td>Function Description: Main storage</td>
<td>Minimum Clear Ceiling Height (ft): To underside of slab</td>
</tr>
<tr>
<td>Preferred Adjacency: Market Hall#</td>
<td>Acoustic Category (NR): 40</td>
</tr>
<tr>
<td>Disabled Access: Yes</td>
<td>Occupant Load: TBD</td>
</tr>
<tr>
<td>Daylighting/Views: No</td>
<td>Occupants: Facilities Management</td>
</tr>
<tr>
<td>Visual Privacy: No</td>
<td>Fire Separation (minutes): TBD</td>
</tr>
<tr>
<td>Interior Glazing: No</td>
<td></td>
</tr>
<tr>
<td><strong>2. Internal Finishes</strong></td>
<td></td>
</tr>
<tr>
<td>Wall Finish:</td>
<td>Paint</td>
</tr>
<tr>
<td>Floor Finish/ Base: Sealed concrete</td>
<td>Doors Finish: Powder coated aluminium</td>
</tr>
<tr>
<td>Floor Boxes: No</td>
<td>Door Hardware: Lever handle</td>
</tr>
<tr>
<td>Floor Drains: No</td>
<td>Door Access: Swipe card</td>
</tr>
<tr>
<td>Ceiling Finish: N/A</td>
<td>Window Finish: N/A</td>
</tr>
<tr>
<td>Ceiling Lighting: Yes</td>
<td>Window Hardware: N/A</td>
</tr>
<tr>
<td><strong>3. Mechanical</strong></td>
<td></td>
</tr>
<tr>
<td>Room Temperature (°F) Winter: 69 ± 1</td>
<td>Heating: Yes</td>
</tr>
<tr>
<td>Room Temperature (°F) Summer: 74 ± 1</td>
<td>Cooling: Yes</td>
</tr>
<tr>
<td>Thermostat Control: No</td>
<td>Ventilation Strategy: 100 % Fresh air and fan coil unit</td>
</tr>
<tr>
<td>Relative Humidity (%RH): 40% - 50%</td>
<td>Mech Vent and Cooling Equip: Fan coil unit and Air handling unit</td>
</tr>
<tr>
<td>Humidity Control: No</td>
<td>Mechanical Air Volume Control: Yes</td>
</tr>
<tr>
<td>Ventilation (Air Changes/hr): 6 (ASHRAE 62.1, Table D-1 Primary)</td>
<td>Mech Vent Local User Control: No</td>
</tr>
<tr>
<td>Relative Pressure: Neutral</td>
<td>Mech/Nat vent Local indicator: Yes</td>
</tr>
<tr>
<td>Pressure Control: No</td>
<td>Smoke Extraction: No</td>
</tr>
<tr>
<td>Exhaust Type: General</td>
<td>HVAC Noise Level (dB): 40</td>
</tr>
<tr>
<td><strong>4. Electrical</strong></td>
<td></td>
</tr>
<tr>
<td>Luminaries: LED</td>
<td>Power Load Density (W/ft²): 0.95</td>
</tr>
<tr>
<td>Levels (ft-c): 14</td>
<td>Power Sockets: 6</td>
</tr>
<tr>
<td>Load Density (W/ft²): 0.95</td>
<td>Floor Boxes: N/A</td>
</tr>
<tr>
<td>Type of Control: Manual</td>
<td>Standby Power Required: No</td>
</tr>
<tr>
<td>Motion Sensor: No</td>
<td>Emergency Pull Cord: No</td>
</tr>
<tr>
<td>Control: N/A</td>
<td>Induction Loop: No</td>
</tr>
<tr>
<td>Via BMS Control Room: N/A</td>
<td>ITC Power Outlets: N/A</td>
</tr>
<tr>
<td>Emergency Lighting Levels (ft-c): 1</td>
<td>Data Outlets: N/A</td>
</tr>
<tr>
<td>Audio and Video Equipment: N/A</td>
<td>Data and Voice Equipment: N/A</td>
</tr>
<tr>
<td><strong>5. Public Health</strong></td>
<td></td>
</tr>
<tr>
<td>Automatic Sprinkler: Yes</td>
<td>Gas Supply Type: No</td>
</tr>
<tr>
<td>Sprinkler Type: Upright/Pendent</td>
<td>Soil connection: No</td>
</tr>
<tr>
<td>Sanitary Equipment: N/A</td>
<td>Waste Connection: No</td>
</tr>
<tr>
<td>Domestic Hot Water: No</td>
<td>Shower Drain: No</td>
</tr>
<tr>
<td>Potable Cold Water: No</td>
<td>Grey Water Disposal: No</td>
</tr>
<tr>
<td>Thermostatically Controlled: No</td>
<td>Foul Water Disposal: No</td>
</tr>
<tr>
<td><strong>6. Fire Protection</strong></td>
<td></td>
</tr>
<tr>
<td>Standard Sprinklers Protection: Yes</td>
<td>Detection Type: Smoke Detector</td>
</tr>
<tr>
<td>Preaction Sprinkler Protection: No</td>
<td>Cold Smoke Clearance Control: Air-Conditioning</td>
</tr>
<tr>
<td>Fire and Smoke Protection Type: N/A</td>
<td>Fire and Voice Alarm Type: RIN</td>
</tr>
<tr>
<td><strong>7. Security Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>Access Control, Intrusion Detection System</td>
<td></td>
</tr>
<tr>
<td><strong>8. Furniture, Fittings and Equipment (minimum requirements, all FF&amp;E required to ensure full capacity events can be held)</strong></td>
<td></td>
</tr>
<tr>
<td>FFE-213, FFE-250</td>
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<tr>
<td><strong>9. Notes and Additional Requirements</strong></td>
<td>FFE overview see document Schedule 15 - New Arena - Section 1.2.a. xx</td>
</tr>
</tbody>
</table>
**AREA DATA SHEET**

**Project Title: National Western Center 1909 Arena**

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>1909-12</th>
<th>Typical Room Type:</th>
<th>Garbage and Recycling</th>
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</thead>
<tbody>
<tr>
<td><strong>1. Room Information</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Department:</td>
<td>Venue Operations</td>
<td>Minimum Assignable Area (sqft):</td>
<td>TBD</td>
</tr>
<tr>
<td>Function Description:</td>
<td>Main refuse and recycling facility</td>
<td>Minimum Clear Ceiling Height (ft):</td>
<td>To underside of slab</td>
</tr>
<tr>
<td>Preferred Adjacency:</td>
<td>Kitchen, Market Hall</td>
<td>Acoustic Category (NR):</td>
<td>40</td>
</tr>
<tr>
<td>Disabled Access:</td>
<td>Yes</td>
<td>Occupant Load:</td>
<td>TBD</td>
</tr>
<tr>
<td>Daylighting/ Views:</td>
<td>No</td>
<td>Occupants:</td>
<td>Waste Management</td>
</tr>
<tr>
<td>Visual Privacy:</td>
<td>Yes</td>
<td>Fire Separation (minutes):</td>
<td>TBD</td>
</tr>
<tr>
<td>Interior Glazing:</td>
<td>No</td>
<td>Exits Required:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

| **2. Internal Finishes** | | | |
| Wall Finish: | Paint | Signage | Yes |
| Floor Finish/ Base: | Sealed concrete | Doors Finish: | Powder coated aluminium |
| Floor Boxes: | No | Door Hardware: | Push bar handle |
| Floor Drains: | Yes | Door Access: | N/A |
| Ceiling Finish: | N/A | Window Finish: | N/A |
| Ceiling Lighting: | Yes | Window Hardware: | N/A |

| **3. Mechanical** | | | |
| Room Temperature (°F) Winter: 60 ± 1 | Heating: | No |
| Room Temperature (°F) Summer: 65 ± 1 | Cooling: | No |
| Thermostatic Control: | N/A | Ventilation Strategy: | 100% Fresh air and fan coil unit |
| Relative Humidity (%RH): 40% - 50% | Mech Vent and Cooling Equip: | Fan coil unit and Air handling unit |
| Humidity Control: | No | Mechanical Air Volume Control: | Yes |
| Ventilation (Air Changes/hr): 15 (ASHRAE 62.1, Table D-1 Primary) | Mech Vent Local User Control: | No |
| Relative Pressure: Neutral | Mech/Nav vent Local indicator: | Yes |
| Pressure Control: | No | Smoke Extraction: | No |
| Exhaust Type: General | HVAC Noise Level (dB): | 40 |

| **4. Electrical** | | | |
| Luminaries: LED | Power Load Density (W/ft²): | 0.95 |
| Levels (ft²): | 14 | Power Sockets: | 2 |
| Load Density (W/ft²): | 0.85 | Floor Boxes: | N/A |
| Type of Control: Manual | Standby Power Required: | No |
| Motion Sensor: No | Emergency Pull Cord: | No |
| Control: Local | Induction Loop: | No |
| Via BMS Control Room: N/A | ITC Power Outlets: | N/A |
| Emergency Lighting Levels (ft²): 1 | Data Outlets: | No |
| Audio and Video Equipment: N/A | Data and Voice Equipment: | WLN |

| **5. Public Health** | | | |
| Automatic Sprinkler: Yes | Gas Supply Type: | N/A |
| Sprinkler Type: Upright/Pendent | Soil connection: | No |
| Sanitary Equipment: Sink | Waste Connection: | No |
| Domestic Hot Water: No | Shower Drain: | No |
| Potable Cold Water: No | Grey Water Disposal: | No |
| Thermostatically Controlled: No | Foul Water Disposal: | Yes |

| **6. Fire Protection** | | | |
| Standard Sprinklers Protection: Yes | Detection Type: Smoke Detector |
| Preaction Sprinkler Protection: No | Cold Smoke Clearance Control: Air Conditioning |
| Fire and Smoke Protection Type: N/A | Fire and Voice Alarm Type: RIN |

| **7. Security Equipment** | | | |
| Security Access, CCTV | | | |

| **8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)** | | | |

| **9. Notes and Additional Requirements** | | | |
| FFE overview see document Schedule 15 - New Arena - Section 1.2.a. xx | | | |
### AREA DATA SHEET

**Project Title:** National Western Center 1909 Arena

<table>
<thead>
<tr>
<th>Type ID:</th>
<th>1909-13</th>
<th>Typical Room Type:</th>
<th>Stairs</th>
</tr>
</thead>
</table>

#### 1. Room Information

- **Department:** Access and Circulation
- **Function Description:** Vertical circulation
- **Preferred Adjacency:** TBD
- **Disability Access:** Yes
- **Daylighting/Views:** No
- **Visual Privacy:** No
- **Acoustic Category (NR):** N/A
- **Fire Separation (minutes):** TBD
- **Exits Required:** TBD

#### 2. Internal Finishes

- **Wall Finish:** Paint
- **Floor Finish/ Base:** Sealed concrete
- **Ceiling Finish:** N/A
- **Floor Drains:** No
- **Ceiling Lighting:** N/A
- **Floor Boxes:** No
- **Signage:** Yes
- **Door Finish:** Powder coated aluminium
- **Door Finish:** Pull bar handle
- **Window Finish:** N/A
- **Door Access:** N/A
- **Window Hardware:** N/A
- **Interior Glazing:** No
- **Exhaust Type:** N/A
- **HVAC Noise Level (dB):** 40

#### 3. Mechanical

- **Room Temperature (°F) Winter:** N/A
- **Room Temperature (°F) Summer:** N/A
- **Thermostat Control:** N/A
- **Relative Humidity (%RH):** N/A
- **Humidity Control:** N/A
- **Ventilation (Air Changes/hr):** N/A
- **Relative Pressure:** N/A
- **Pressure Control:** No
- **Exhaust Type:** N/A
- **Heating:** Yes
- **Cooling:** Yes
- **Ventilation Strategy:** N/A
- **Mech Vent and Cooling Equipment:** N/A
- **Mechanical Air Volume Control:** No
- **Mech Vent Local User Control:** N/A
- **Mech Vent Local Indicator:** N/A
- **Smoke Extraction:** Yes
- **HVAC Noise Level (dB):** 40

#### 4. Electrical

- **Luminaries:** LED
- **Power Load Density (W/ft²):** 0.45
- **Levels (ft-c):** 9.5
- **Load Density (W/ft²):** 0.37
- **Type of Control:** Auto
- **Control:** Zoned
- **Via BMS Control Room:** Yes
- **Emergency Lighting Levels (ft-c):** 1
- **Audio and Video Equipment:** N/A
- **Emergency Pull Cord:** No
- **ITC Power Outlets:** N/A
- **Data Outlets:** N/A
- **Data and Voice Equipment:** N/A

#### 5. Public Health

- **Automatic Sprinkler:** Yes
- **Sprinkler Type:** Upright/Pendent
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Domestic Cold Water:** No
- **Thermostatically Controlled:** No
- **Standard Sprinklers Protection:** Yes
- **Detection Type:** Smoke Detector
- **Preaction Sprinkler Protection:** No
- **Cold Smoke Clearance Control:** N/A
- **Fire and Smoke Protection Type:** N/A
- **Fire and Voice Alarm Type:** MCP, VAD

#### 6. Fire Protection

<table>
<thead>
<tr>
<th>Standard Sprinklers Protection:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Preaction Sprinkler Protection:</td>
<td>No</td>
</tr>
<tr>
<td>Fire and Smoke Protection Type:</td>
<td>N/A</td>
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</tbody>
</table>

#### 7. Security Equipment

| N/A |

#### 8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)

| FFE overview see document Schedule 15 - New Arena - Section 1.2.a. xx |

#### 9. Notes and Additional Requirements

| FFE overview see document Schedule 15 - New Arena - Section 1.2.a. xx |
AREA DATA SHEET

Project Title: National Western Center 1909 Arena

Type ID: 1909-14
Typical Room Type: Community Event Space

1. Room Information

- **Department:** Public
- **Function Description:** Event area
- **Preferred Adjacency:** As Required
- **Disabled Access:** Yes
- **Daylighting/VIEWS:** Yes
- **Visual Privacy:** Yes
- **Interior Glazing:** Yes
- **Minimum Assignable Area (sqft):** 200
- **Minimum Clear Ceiling Height (ft):** 10
- **Acoustic Category (NR):** 35
- **Occupant Load:** TBD
- **Exits Required:** TBD

2. Internal Finishes

- **Wall Finish:** Paint
- **Floor Finish/Base:** Carpet
- **Floor Boxes:** Yes
- **Floor Drains:** No
- **Ceiling Finish:** Plasterboard ceiling
- **Ceiling Lighting:** Yes
- **Window Finish:** N/A
- **Window Hardware:** N/A

3. Mechanical

- **Room Temperature (°F) Winter:** 69 ± 1
- **Room Temperature (°F) Summer:** 74 ± 1
- **Thermostat Control:** Yes
- **Relative Humidity (%RH):** 40% - 50%
- **Ventilation Strategy:** Fan coil unit and Air handling unit
- **Ventilation (Air Changes/hr):** 8 (ASHRAE 62.1, Table D-1 Primary)
- **Exhaust Type:** General
- **HVAC Noise Level (dB):** 30

4. Electrical

- **Luminaries:** LED
- **Levels (ft-c):** 46.5
- **Load Density (W/ft²):** 0.95
- **Type of Control:** Manual/ Auto
- **Motion Sensor:** Yes
- **Control:** Local/ Zoned
- **Luminaries:** LED
- **Luminaries:** LED
- **Load Density (W/ft²):** 0.95
- **Type of Control:** Manual/ Auto
- **Motion Sensor:** Yes
- **Control:** Local/ Zoned

5. Public Health

- **Automatic Sprinkler:** Yes
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Thermostatically Controlled:** No
- **Sprinkler Type:** Concealed
- **Sanitary Equipment:** N/A
- **Domestic Hot Water:** No
- **Thermostatically Controlled:** No

6. Fire Protection

- **Standard Sprinklers Protection:** Yes
- **Preaction Sprinkler Protection:** No
- **Fire and Smoke Protection Type:** N/A
- **Detection Type:** Smoke Detector
- **Cold Smoke Clearance Control:** Air-Conditioning
- **Fire and Voice Alarm Type:** RIN

7. Security Equipment

8. Furniture, Fittings and Equipment (minimum requirements, all FF&E required to ensure full capacity events can be held)

- FFE-110, FFE-144, FFE-302, FFE-643, FFE-986, FFE-931, FFE-960

9. Notes and Additional Requirements

FFE overview see document Schedule 15 - New Arena - Section 1.2.a xx
Section 4  
Parking

4.1 PURPOSE
a. Parking in the Triangle is intended to facilitate visitation and visitor experience for the New Arena, Expo Hall and other Triangle commercial assets as well as providing additional parking support to Phases 1 & 2 by providing an accessible and modern access point to the NWC and Triangle.
b. Developer shall integrate overall parking on the campus to facilitate shared uses and limit single use parking for Public Elements.
c. The City has provided forecasts in the Reference Documents for the New Arena and Expo Hall. The Developer shall meet these requirements through a comprehensive approach to parking.

4.2 GENERAL REQUIREMENTS
a. Campus access, mobility, and parking shall be designed and constructed to minimize:
   i. parking and traffic related disruption to the Surrounding Communities;
   ii. substantial interference with major roadways and access points; and
   iii. delays in exiting the campus.
b. Developer shall design and construct a parking system that adequately supports the Public Elements and that meets the requirements set out in this Section 4.
c. Developer shall meet the design objectives set out in the NWC Design Standards and Guidelines.
d. The City has made available to Developers certain conceptual designs and studies related to National Western Center Campus parking. These documents are for reference purposes only, and conformance by Developer is not required.

4.3 STRUCTURAL ELEMENTS
a. The parking structure may be designed and built as concrete cast-in-place, precast concrete, or structural steel as may be required to meet the loading, space requirements, clear height and other applicable requirements identified in this Section 4.
b. Design dead loads shall be calculated based on minimum code requirements or actual weights of the material specified, whichever is greater. Design live loads, including vehicular, wind and snow loads, shall be in accordance with all applicable codes.

4.4 REQUIRED PUBLIC ELEMENTS PARKING
4.4.1 Personal Occupant Vehicles (POV) and Service Vehicle Parking
a. POV parking shall be for cars and light / medium trucks.
b. Motorcycle parking, if provided, shall be in addition to the POV parking space requirements.
c. Developer shall construct a minimum of 1,000 POV parking spaces within the Project Site to serve the Arena, Expo Hall and 1909 Building. The Developer shall demonstrate access to the 1909 building, for which 100 spaces must be made available at all times the 1909 Building is open.

e. Developer shall be responsible for the removal of existing parking spaces within the Project Site.

f. In addition to the POV spaces, Developer shall provide sufficient parking spaces for operator service vehicle parking spaces. Service vehicle parking spaces shall all be full size spaces. Developer shall provide one standard signpost and City approved signage at each service vehicle stall.

g. Shared parking, or parking spaces that can be used by multiple land uses without conflict, may also be used to adjust parking requirements during the Stock Show. Shared parking can be implemented when differing peak demands are combined with a site layout that is optimal for spaces to serve multiple destinations.

h. The parking structure shall be within 750 feet proximity to the 1909 Building.

i. Developer shall optimize site design and proximity to transit and other multimodal infrastructure. In order to decrease internal trips within the Triangle and other campus elements, each destination must be placed so as to promote trips across the site without requiring users to relocate to a different parking space. Effective site design is important in implementing shared parking, as destinations with different peak demand time periods must be placed so as to promote access to each from parking locations.

4.4.2 Electric Vehicles (EV) Requirements

a. At least 1.5% of the new POV parking spaces shall be designed and constructed as EV charging stations. Infrastructure, such as wiring, should support at least 5% of POV as EV charging stations immediately. By 2035, 10% of POV parking spaces shall be designed and constructed as EV charging stations. Within the required number of EV charging stations, EV parking shall be provided at 15% of handicapped accessible stalls.

b. Developer shall provide:

i. EV charging infrastructure for all EV parking spaces, which shall include all power and data conduit to support charging and pay stations, and switchgear or panelboards adequate to support the fully connected loads. The EV charging infrastructure system shall be sized to allow simultaneous charging of all installed stations;

ii. power and data cabling all the EV parking spaces; and

iii. one standard sign post and City approved signage at each EV parking space.

4.4.3 Loading Considerations

a. Truck and trailer loading requirements shall follow the requirements of the Denver Zoning Code for Parking Structures and Surface Parking; parking should not interfere with necessary loading and unloading functionalities.

b. The Developer shall consider and demonstrate accessibility of parking areas for extended passenger pick up and drop-off functions, both for currently available services such as ridesharing and for potential future innovative vehicle related transportation.

4.4.4 Parking Structure

a. Parking structures shall have a floor to floor height that complies with the Denver Zoning Code for Parking Structures and Surface Parking.
b. Parking structures shall afford some accommodation to wider, taller (light to medium weight) trucks, such as duallys, during stock show.

4.4.5 Signage and Lighting

a. Developer shall:
   i. install all signage and traffic markings for safe traffic operation and wayfinding; and
   ii. install one (1) standard sign pole for every thirty (30) stalls for informational signs.

b. All parking facilities shall be well lit, following the guidelines of campus wide services and promoting a safe environment

c. Lighting shall be planned to minimize light overflow impacts on Surrounding Community

4.4.6 Egress and Traffic Management Design

a. Parking structures shall be designed to exit completely within 30 minutes after a large event.

b. All parking systems shall be designed to provide a minimum of one (1) entry lane and one (1) exit lane for every 500 POV spaces.

c. The spacing between parking system entrances and nearby intersections shall be sufficient to ensure that such intersections are not blocked by parking entrance vehicle queues during normal hours of operation at the Site, not including Special Events. Developer shall demonstrate the length of parking entrance vehicle queues through an intersection design study.

d. Parking systems shall be designed to operate without excessive vehicle queues, internal to such parking system, that impede or restrict vehicle parking maneuvering.

4.4.7 Aesthetics and Amenities

a. The City intends for the campus to be multimodally accessible, however many visitors are expected to come to the campus from areas not accessible by alternative transportation. For these visitors, the parking assets should be intuitive, with quality amenities, technology, and information to provide a positive first and last impression of the campus.

b. National Western Center Campus Design Guidelines for active frontage apply.

c. Aesthetics and layout shall provide a safe, welcoming environment that can serve as an access point to the New Arena and campus.

d. For vertical parking structures, at least one high capacity elevator shall be provided per 500 parking spaces.

e. Real time parking technology shall be included.

4.4.8 Revenue Generation

a. Developer shall consider ways to maximize revenue within the parking facilities for commercial and private development uses without interfering in campus community functionality such as the 1909 Building and community events.
4.5 PRIVATE DEVELOPMENT ADDITIONAL PARKING

The Developer shall provide adequate parking to accommodate private development without intrusion to the parking needs of the public assets, in compliance with the zoning code minimums for the proposed development.

4.6 MINIMUM PARKING DURING CONSTRUCTION

The Developer must provide a minimum of 1,000 parking spaces throughout construction.

4.7 MINIMUM PARKING DURING STOCK SHOW

a. During the Stock Show in January, all spaces must be dedicated to the Arena and Expo Hall and made available for exclusive use of Stock Show patrons.

b. The Developer shall demonstrate how they will accommodate expected Stock Show attendance growth, leveraging shared use of space, to provide adequate parking to the Stock Show without providing parking pressure on offsite locations.

4.8 ACCESS CONTROL AND ACCESS GATES

a. Entrances and exits should have clear lines of sight. Gates should be located far enough away from the street to allow at least one vehicle behind the vehicle in the service position (at a ticket dispenser, card reader or cashier booth) without blocking the sidewalk.

b. Entry/exit areas that have parking control equipment should have a maximum 3% slope.

c. Points of access (doors, stairwells, ramps) shall be securable, well-lit and in accordance with the security plan for the NWC Campus and Triangle.

4.9 PAYMENT SYSTEMS

a. Developer shall incorporate technology to innovative payment options.

b. Developer shall plan for an amount of free parking for short term access, which shall be subject to Approval by the City.

4.10 DELIVERABLES
At a minimum, Developer shall submit the construction documentation listed in Sections 4.10.1 through 4.10.8 at 30%, 60% and 90% design development for review by the City.

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<thead>
<tr>
<th>Deliverable</th>
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<td><strong>4.10.1 Architecture Drawings</strong></td>
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<td>f. Wall Types Typical Layout</td>
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<td>h. Floor Finishing Typical Conditions</td>
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<td>i. Ceiling Finishes Typical Conditions</td>
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<td>b. Sub Structure General Arrangement Plans</td>
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<td>e. Internal Blockwork Details</td>
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<td>f. Typical Staircase, Plans, Sections</td>
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<td>g. Roof Structure Layout &amp; Geometry</td>
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### 4.10.5 Mechanical Engineering

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<td>c. Chilled water Layout</td>
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<td>d. Pipework Layout</td>
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<td>e. Ductwork / Ventilation Layout</td>
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<td>f. BMS Schematic</td>
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<td>f. Lightning Protection Layout &amp; Details</td>
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<td>g. CCTV &amp; Access Control Schematic</td>
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<td>h. UPS Schematic</td>
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<td>i. Comms &amp; Security Schematic</td>
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### 4.10.7 Information Technology & Audio Visual

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<td>b. Coordinated Multi-Discipline Design Report</td>
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<td>c. Accessibility and Inclusive Design Report</td>
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Section 5
Cultural Buildings

5.1 PURPOSE

a. In addition to the 1909 Building, the Cultural Buildings remain in the Triangle, as detailed in Section 5.1c.

b. Reuse of the Cultural Buildings is intended to create a connection to the newly developed facilities and better connect the Triangle to the adjacent Elyria neighborhood.

c. Where this Section 5 indicates that “the City encourages” or “it is intended that” with respect to specific principles and/or requirements, Developer is not bound to these principles or requirements, but the City requests that Developer consider and incorporate if at all possible.

d. Where this Section 5 indicates that “Developer may” with respect to specific principles and/or requirements, Developer is not bound to these principles or requirements and Developer may incorporate in its discretion.

e. Subject to Section 5.1c, and unless otherwise specified in this Section 5, Developer is responsible for meeting all of the requirements set out in this Section.

5.2 CULTURAL BUILDING INVENTORY

5.2.1 Inventory

a. The following table outlines the Cultural Buildings.

<table>
<thead>
<tr>
<th>Building</th>
<th>Address</th>
<th>Date Deemed Eligible for National Register of Historic Places</th>
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<tbody>
<tr>
<td>Fuller Drug Store</td>
<td>4701 Brighton Boulevard</td>
<td></td>
</tr>
<tr>
<td>Coors Tavern</td>
<td>1632 47th Avenue</td>
<td>May 28, 2007</td>
</tr>
<tr>
<td>Mueller Saloon</td>
<td>4700 Baldwin Court</td>
<td>May 28, 2007</td>
</tr>
<tr>
<td>Mueller Bungalow</td>
<td>4712 Baldwin Court</td>
<td>May 28, 2007</td>
</tr>
<tr>
<td>Lindquist Cottage</td>
<td>4656 Baldwin Court</td>
<td>May 28, 2007</td>
</tr>
<tr>
<td>Town Marshall’s Duplex</td>
<td>4681 Baldwin Court</td>
<td>May 28, 2007</td>
</tr>
</tbody>
</table>

b. Information regarding these structures is included in the Reference Documents.¹

5.2.2 Fuller Drug Store

a. The building was originally built as a drug store and underwent significant modifications over time, prior to its deconstruction.

b. The City purchased the Fuller Drug Store building and deconstructed to make way for the Brighton Boulevard widening project.

c. The façade and exterior features have been saved and stored for future reconstruction by the Developer.

¹ The City is currently in the process of completing the 47th & Baldwin Core & Shell Improvements, Phase 1 & 2 Evaluation, which is a tiered assessment of the remaining Cultural Buildings structures to better understand the viability of minor improvements for temporary usage and occupancy for neighborhood-serving purposes, and/or other longer term use. This evaluation is intended to be included in the Reference Documents when available.
5.2.3  Coors Tavern  
   a. This building has the potential to continue as an anchor at the southwest corner of 47th and Baldwin and/or be incorporated as a historic entrance into a larger building.  
   b. The original Coors nameplate over the front entryway door has been removed, but the Developer may be able to retrieve it or replicate the sign if desired.  
   c. The building has good integrity and is currently being evaluated by the City as part of the 47th & Baldwin Core & Shell Improvements, Phase 1 & 2 Evaluation.  
   d. The building also has potential to be part of larger component of infill development, since its interior lends itself very readily to retail establishments, including light retail or restaurant usage.

5.2.4  Mueller Saloon  
   a. This building retains its original interior characteristics on the second floor from when it was used as a boarding house during the early 20th century. The main level was used historically as a saloon.  
   b. The building has good integrity and is currently being evaluated by the City as part of the 47th & Baldwin Core & Shell Improvements, Phase 1 & 2 Evaluation.  
   c. The building also has potential to be part of larger component of infill development since its interior lends itself very readily to office space, overnight stays, and retail establishments, including light retail or restaurant usage.

5.2.5  Mueller Bungalow  
   a. The residential building has the best integrity of any of the five remaining structures and is currently being evaluated by the City as part of the 47th & Baldwin Core & Shell Improvements, Phase 1 & 2 Evaluation.  
   b. The building also has potential to be part of larger component of infill development since its interior lends itself very readily to a variety of uses, including office space and overnight stays.

5.2.6  The Lindquist Cottage  
   a. The City is evaluating this residential building as part of the 47th & Baldwin Core & Shell Improvements, Phase 1 & 2 Evaluation.  
   b. The building does have potential to be part of a larger component of infill development but would require substantial updating. Such an effort for rehabilitation on this type of resource is not unprecedented. At present, it is the most isolated of the five remaining buildings.

5.2.7  Town Marshall’s Duplex  
   a. The City is evaluating this residential building as part of the 47th & Baldwin Core & Shell Improvements, Phase 1 & 2 Evaluation.  
   b. The building does have potential to be part of a larger component of infill development but would require substantive updating as the interior has been stripped down to the studs. Such an effort for rehabilitation on this type of resource is not unprecedented. The building sits adjacent to the Coors Tavern.

5.3  DEVELOPER SCOPE  
5.3.1  Generally  
   a. The City encourages Developer to adaptively reuse the Cultural Buildings in a cluster to retain the historic feel of the site and potentially create a similar cultural district as found, for example, at the Calgary Stampede.
b. Developer may deconstruct and relocate some of the Cultural Buildings to new locations in the Triangle should the current locations of the buildings be determined as not suitable. Any deconstruction shall be considered demolition and must be reviewed by the Denver Landmark Preservation Commission.

c. The Developer may propose to incorporate any of the Cultural Buildings into the Public Elements. Unless incorporated or demolished into the Public Elements, the Cultural Buildings may be incorporated into the Private Development upon Takedown of the parcel underlying one or more Cultural Buildings, which conveyance shall include the completed improvements.

d. Purchase of parcels underlying the Cultural Buildings shall be priced on a square foot basis utilizing the form of PSA provided in Annex A to Schedule 23. The purchase price shall be at the then-current purchase price for an undeveloped Private Development Parcel as provided for in Schedule 14. The purchase shall not be subject to the gain share mechanism set forth in Schedule 14 upon resale to a third party.

5.3.2 Preservation and Reuse

a. Developer shall preserve and reconstruct the Fuller Drug Store at 47th Avenue and Brighton Blvd., near its original location (which was 4701 Brighton Blvd.) and match its original appearance.

b. The City encourages Developer to preserve or reuse:
   i. Coors Tavern;
   ii. Mueller Saloon; and
   iii. Mueller Bungalow.
   iv. Lindquist Cottage; and
   v. Town Marshall’s Duplex.

5.3.3 Deliverables

a. Prior to the commencement of demolition work, Developer shall submit an Adaptive Reuse Plan to the City for its Approval.

b. The Adaptive Reuse Plan shall include:
   i. a description of Developer’s understanding of the Cultural Buildings element of the Project;
   ii. a written summary of the Developer’s approach to the proposed adaptive reuse and reconstruction of the Fuller Drug Store;
   iii. a written summary of the Developer’s approach to:
      A. Coors Tavern;
      B. Mueller Saloon;
      C. Mueller Bungalow;
      D. Lindquist Cottage; and
      E. Town Marshall’s Duplex;
   iv. a strategy for activation of the Cultural Buildings that maximizes the development principles and generates revenue; and
   v. a schematic project site plan that indicates how Cultural Buildings will be leveraged to ease the transition into the campus from the surrounding communities.
c. Developer shall be solely responsible for approval of any proposed demolitions, including, by the Denver Landmark Preservation Commission.

5.4 DEVELOPMENT PRINCIPLES AND HISTORIC REUSE

5.4.1 Development Principles

a. Developer’s approach with respect to the Cultural Buildings should create a welcoming campus that is connected to the adjacent community of Elyria and allows the potential:

i. for neighborhood-serving uses among the other new buildings and infrastructure to be created; and

ii. to bridge the two sides of Brighton Boulevard at 47th Avenue by softening the transition between residential and institutional land uses.

b. Cultural Buildings that are preserved or reconstructed should provide a unifying theme throughout the campus, celebrating the past infused with the new.

c. Developer should reuse the Cultural Buildings in a way that educates the public as well as respects the changing and blending of neighborhood cultures over time.

d. Cultural Buildings that are preserved or reconstructed should provide a unique physical space for:

i. programs;

ii. short-term living space;

iii. retail, cultural and non-profit space; and

iv. other undetermined uses.

e. Cultural Buildings that are preserved or reconstructed should celebrate the interdependence of existing (pre-construction) activities with the creation of a healthy built environment and innovation through the integration of these buildings into the future campus; it also focuses on adaptive reuse of existing structures by blending them in with new construction/infill.

5.4.2 Historic Reuse

a. If and when a Cultural Building is preserved or reconstructed, Developer shall:

i. respect the historic character of the building;

ii. retain the character defining features of the building;

iii. when possible, maintain the character on the front facade, with greater flexibility on rear and non- street-facing side elevations;

iv. consider an addition to a historic building to improve functionality;

v. utilize traditional materials that are in keeping with the historic building;

vi. preserve building features in order to maintain the ability to perceive the fundamental function and organization of a building;

vii. retain the fenestration pattern, which includes the fundamental spacing, rhythm and dimensions of windows and doors;

viii. maintain a roof form that is compatible with that of the original building.

b. Developer shall not change the style of a Cultural Building to make it appear older or newer than its actual age.

c. Traditional materials should be preserved and reused when feasible.

d. New or alternative materials that are in keeping with the character of the historic building (in terms of color palette and texture) are appropriate.
e. Roof materials shall be in keeping with the texture, color and overall character with traditional materials.

f. Any addition shall relate to the original building in mass and scale, but should be differentiated as new.

g. A contemporary design for an alteration or addition to an existing building shall retain the character-defining features and be compatible with the existing building.

h. If historic tax credits are proposed, all exterior and interior work must meet the Secretary of the Interior’s Standards for Rehabilitation.

5.4.3 Façade Reconstruction Requirements for Fuller Drug Store

a. The Fuller Drug Store shall be rebuilt to match the details of the original structure. The following reference materials have been provided for information, which may allow Developer to determine details of the original structure:
   i. a Historic Structures Assessment, completed prior to deconstruction; and
   ii. a 3-D Model of the structure prior to deconstruction.

b. The façade and exterior features have been saved and stored for future reconstruction by Developer.

c. The following components of the Fuller Drug Store will be provided to Developer for reconstruction:
   i. 26 pallets of bricks for the facade only;
   ii. 7 windows; and
   iii. 23 window sills.

d. There are no requirements for the interior design or construction for the Fuller Drug Store. However, some original components have been salvaged for potential reuse, including:
   i. 500’ of baseboards;
   ii. 17 doors with frames;
   iii. 9 cabinets/counters; and
   iv. 5 sinks.

e. Depending on the orientation of the Fuller Drug Store when it is reconstructed, an opportunity may exist for the structure to be designated a local landmark, which would provide access to historic preservation tax credits.

5.4.4 Placemaking and Urban Infill

a. The Developer is encouraged to create a robust infill development that serves as a gateway to the site from the eastern entrance at 47th Avenue and Brighton Boulevard.

b. The Developer should consider creation of a cluster of old and new structures that would provide immediate compatibility with the adjacent neighborhood and serve as a node, hub, and connector for both sides of Brighton Boulevard.

c. The Developer is encouraged to construct new infill development side by side with the remaining historic buildings as a tool for preservation.

d. The Developer should encourage height transition between stable residential areas and mid-rise infill or redevelopment areas as called for in the Elyria-Swansea Neighborhoods Plan. This approach could include scaling buildings from 8 to 5 stories along the west side of Brighton Boulevard to transition height and scale of...
building to the established Elyria neighborhood (See page 118 of the Elyria-Swansea Neighborhoods Plan).

5.5 PRESERVATION INCENTIVES AND OPPORTUNITIES

The Developer may pursue financial incentives or state or national register listing, and the requisite landmark designations necessary to achieve financial incentives, to support the reuse of the Cultural Buildings.

5.5.1 Denver Landmark Preservation Commission

Five of the buildings have all been determined to be eligible for local landmark designation. None are currently landmarked. Such a designation would require going through the City’s landmarking process, which includes a hearing before the Denver Landmark Preservation Commission and a vote by Denver City Council.

5.5.2 State Historic Preservation Office / State Historical Fund

Grants for historic structure assessments, rehabilitation and facade treatments are available through the State Historical Fund but would require being locally designated as a first step.

5.5.3 Historic Tax Credit Eligibility

a. Qualifying for any sort of financial incentives, such as grants or tax credits, would likely require designation at the local, state or federal levels, or a combination thereof.

b. If buildings were relocated, financial incentives would be much harder to achieve. Qualifying buildings would have to be designated at their new location, which may be difficult to achieve.

c. Developer may apply for Federal tax credits. Each of the Cultural Buildings, except for the currently deconstructed Fuller Drug Store, has been determined to be eligible for listing on the National Register of Historic Places and the State Register of Historic Places by the State Historic Preservation Office, although none are currently on the official lists. Such designations can be pursued required if Developer plans to pursue historic preservation tax credits.
Section 6
Demolition of Existing Facilities

6.1 PURPOSE
This Section 6 provides information on the Developer’s and the City’s roles and responsibilities associated with the abatement and demolition of any existing buildings, structures, utilities and sitework on the Triangle.

6.2 DEVELOPER SCOPE
a. The Developer shall be responsible to conduct all demolition activities within the Triangle necessary to complete the Project.

b. Developer is to provide abatement, demolition and site materials management services to a number of the existing facilities and existing site improvements within the Triangle.

c. Unless otherwise specified in this Section 6, Developer shall provide all required safety, environmental and quality management, permitting, demolition, abatement, site materials management, traffic management coordination with other projects in the vicinity, public relations/outreach, cost review, project accounting, estimating, scheduling services and all other services required to successfully deliver the abatement and demolition scope of work.

d. Developer is responsible for obtaining all approvals and permits in accordance with the Developer's execution of the Work and the City and County of Denver's Total Demolition Guide, latest version.

e. The types of work include demolition services typical for demolition of wood, concrete, and steel structures, facility scope assessments/surveys, facility abatement, general sitework, and environmental site material management work.

f. The City will provide existing facility information where available, including any available environmental reports.

g. Applicable requirements include, but are not limited to, those listed in Section 6.4.1.

6.3 TYPES OF FACILITIES AND SITEWORK
a. There are expected to be a number of facilities proposed for demolition within the Triangle depending upon Developer’s intent for development, reuse, and disposal.

b. The types of facilities could range from small single family wood/brick structures and metal clad steel modular warehouses to more complex steel frame, concrete tilt-up precast, concrete masonry unit and reinforced concrete frame event venue structures. Individual facility sizes range from less than 1,000 square feet to over 300,000 square feet.

c. Each facility and property is unique in its abatement and soil management requirements, and Developer should expect to include asbestos abatement, lead-based paint abatement, above grade and underground storage tank removal, and soil investigation, removal, characterization, treatment, storage, transportation, management and disposal scopes of work in its demolition and abatement services.

d. The site includes varying levels and types of site improvements, above and below grade utilities, pavements, retaining walls, old foundations and below grade obstructions, deleterious materials, right-of way improvements, signage, fencing, etc. that are expected to be removed, remediated, and prepared in a manner to permit the ease of follow on construction efforts.
6.4 DEMOLITION

6.4.1 Demolition Plan
a. Prior to undertaking any demolition works, Developer shall prepare an overarching Demolition Strategy for all building, site, or site improvement removal and preparatory work as required by its phasing plan for work on the Triangle.

b. For specific building or other site demolition efforts, the Developer shall submit separate Demolition Plans describing its plan for removing and recycling or disposing of regulated solid and/or hazardous wastes, taking down the structure (as applicable), and identification of other components (outbuildings, vegetation, paving, etc.) to be removed. The CPD requires the submittal of a Demolition Plan with a certified Professional Engineer’s assessment and plan for the demolition if building(s) are within 5’ of the right-of-way or an adjacent neighbor’s building.

c. While demolition work is planned or ongoing, the Developer shall update the Demolition Strategy once a year, or more frequent if the level of effort warrants.

6.4.2 Demolition and Abatement Scope

6.4.2.1 Preparatory Work
a. Developer shall coordinate pre-inspection and post-inspection services with City, including a post-debris removal soil and/or foundation inspection, and a final punch-list inspection conducted with a representative of the City.

b. Developer shall perform a pre-demolition inspection of asbestos-containing materials to identify RACM and non-RACM requiring abatement prior to building demolition.

c. Developer shall perform a lead, universal waste, and other Hazardous Material (e.g., PCBs, CFCs, etc.) inspection and a list and quantities of universal hazardous wastes to be removed and properly disposed of or recycled shall be developed and provided to the City.

d. Developer shall conduct outreach and/or provide information to neighboring property owners about the abatement and demolition work, on an as-needed basis.

e. Developer shall remove:
   i. miscellaneous site signage, structures, and other appurtenances, including the removal of associated footings; and
   ii. site trees, shrubs, native vegetation, landscaping, and retaining walls, unless otherwise noted.

f. Developer shall carry out pre-demolition removal and proper disposal of regulated building materials (may include such items as fluorescent light bulbs and ballasts, refrigerant-containing air conditioning units, miscellaneous electronics, miscellaneous left-behind cleaning chemicals, paint, etc.). Developer shall provide disposal manifests or certificates of recycling as applicable for these materials to the City upon completion.

g. Developer shall carry out pre-demolition removal and storage of historic and/or non-hazardous recyclable building materials at an on-site or off-site location to be determined and advised by the City prior to the building demolition.

6.4.3 Protection Measures
a. Developer shall provide stormwater control and protection measures and conform to applicable stormwater permit conditions, including the period during demolition activities and for appropriate stormwater management/control of the site once
demolition activities are complete, or until such time the site is turned over to another contractor under the Developer’s control.

b. Developer shall implement dust and noise control measures to mitigate and control undesirable environmental effects on the site and surrounding communities, including the period during demolition activities and for appropriate dust control of the site once demolition activities are complete, or until such time the site is turned over to another contractor under the Developer’s control.

c. Developer shall provide temporary or permanent support of any adjacent structures that may be structurally affected due to the demolition.

6.4.4 Demolition

a. Developer shall remove all portions of building structure, concrete slabs, foundations and footings to a depth at least 4’ below the elevation of the slab on grade or 2’ below the elevation of the deepest basement floor, as/if applicable. Regardless of the forgoing requirements, the Developer shall perform any demolition necessary to accommodate construction of improvements within the Triangle.

b. Developer shall cut, remove, and cap all utilities on the Triangle to enable the provision of temporary utility connections for follow-on construction activities unless otherwise required by the utility entity. For sanitary sewer lines, such work shall be cut and capped at the sanitary sewer main and performed by a licensed plumber and shall be subject to the construction, permitting and inspection requirements of Denver Wastewater.

c. Developer shall remove site concrete sidewalks, concrete and asphalt paving, and abandoned concrete utility pads, as appropriate for the specific site.

d. Developer shall demolish the existing cattle bridge at the site that passed between the Coliseum to the 1909 Building under I-70.

e. Developer shall remove underground structures (fuel tanks, manholes, vaults, etc.), including the removal of any contaminated soils in the area immediately surrounding such underground structures (i.e., within 10 feet or as required in Section 10 of this Schedule 15, whichever is greater) or other contaminated soil encountered on the building site.

f. Developer shall either:
   i. decommission the Coliseum for adaptive reuse, if any; or
   ii. demolish the Coliseum,

   within [90] Days of the date of Occupancy Readiness for the New Arena. The City will then take back the Coliseum site for [180] Days to complete its obligations under Section 10.5 of Schedule 15.

6.4.5 Removal of Materials

a. Developer shall coordinate with the City for removal of materials for architectural salvage.

b. Developer shall:
   i. process materials to remain on site for recycling/reuse;
   ii. process and remove of material for recycling off site; and
   iii. securely store all materials identified for recycling/reuse.
c. Demolition debris not separated from ACM roofing materials must be manifested and disposed of as construction and demolition debris containing non-friable asbestos.

d. Recycling of concrete, metal or other recyclable material is encouraged to the maximum extent possible.

e. Developer shall provide certificates of recycling for these materials identified in the lead, universal waste, and other Hazardous Material (e.g., PCBs, CFCs, etc.) inspection carried out in accordance with Section 6.4.2.1c upon completion of proper disposal.

f. In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., Developer will be required to haul dedicated loads (non-hazardous entire loads of waste) to the DADS. Developer will pay all fees associated with such disposal and for the costs of transporting the loads. Nonhazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes demolition debris, soil and asbestos. The Developer shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

6.4.6 Contaminated and Hazardous Materials

a. Developer shall ensure proper handling, removal, and disposal of contaminated materials at all times to the extents required for demolition of the site structures.

b. If the Developer encounters materials suspected to pose an environmental hazard, the Developer shall immediately stop work and notify the City to gain additional guidance and ensure proper procedures are followed.

6.4.7 Finishing

a. Excavated areas shall be backfilled and compacted in accordance with Section 9 of this Schedule 15.

b. All excavated areas and building footprint must be covered with either approved fill, topsoil, or at least 4 inches of recycled asphalt millings, as required for subsequent temporary re-use of the site for event parking.

c. The Developer shall leave the site tidy, free of all trash, and other items.
Section 7
Utilities

7.1. PURPOSE

This Section 7 provides information on Developer’s, the City’s, and Utility Owners’ roles and responsibilities associated with the Utility Work.

7.2. UTILITY WORK

7.2.1 General

a. Developer shall coordinate and cooperate with the City and the Utility Owners to ensure that all Utility Work (whether performed or furnished by the Utility Owners or by Developer) is performed in accordance with any executed Utility Agreements applicable to the project.

b. The physical limits of Developer’s obligation for the performance of Utility Work shall extend as far as is necessary to permit construction of the Project (taking into account the requirements of the Utility Owners, governmental persons with jurisdiction, and adjacent property owners), whether inside or outside the existing City owned property.

c. Developer is responsible for all Utility related construction Work performed by its Subcontractors, which work shall form part of the Utility Work.

d. Developer shall use reasonable efforts to anticipate and avoid Utilities, and to otherwise minimize and/or mitigate the consequences of the Utility Adjustment Works.

e. Replacements for any existing Utilities shall be designed and constructed to provide service that meets the Utility owner’s requirements.

f. Developer shall anticipate changes to Utilities and utility service connections resulting from the phased development of the site. The Developer is responsible for all permanent and temporary Utility Work necessary to assure existing building facilities remain operational at all times.

g. Developer shall request, process, and perform all Utility Work necessary to maintain existing or establish new Utility services for lighting, traffic signal equipment, landscaping, irrigation, pump stations, water, gas, sanitary sewers, telecommunications, and all other electrical devices that, in each case, form part of the Work. All cost charges from the service provider, and all necessary materials, including meter (if required), labor, and coordination required to maintain existing or establish new Utility services shall be Developer’s responsibility unless otherwise specified in this Section 7.

h. Developer shall be responsible for the coordination of power source work to be performed by Xcel. Developer is responsible for any additional power source requirements to the Project site by Xcel. All power connections to devices shall include a quick disconnect.

i. The Developer shall obtain approval of the design from the Utility Owner and coordinate and meet all requirements as specified by the Utility Owner for the complete and operational service to all required locations.

j. The City shall have approval authority regarding the placement of utility appurtenances including, but not limited to, meters, transformers, switches, regulators, and access areas. Approval for such items will not be unreasonably withheld.

k. Developer shall perform all efforts included in the Utility Work with respect to each impacted Utility regardless of:
i. whether or not the Utility was indicated in the Reference Documents, or if indicated, whether or not the Utility was accurately indicated; or

ii. the type of action, if any (e.g., relocation, protection-in-place), feasibility, estimated duration of Work time or any other characteristic of any relocation concept(s) proposed for the Utility in the attached annexes.

l. Protection in place of all Utilities not being relocated, abandoned or removed is the responsibility of Developer.

m. Developer is responsible for all Utility damages caused by Developer and/or its subcontractors. Any repairs will be at the Developer’s expense.

n. The allocation of responsibility for any Utility Work to a Utility Owner pursuant to this Section 7 or to a Utility Agreement shall not relieve the Developer of the obligation to coordinate with the Utility Owner as necessary for such Utility Work to be timely performed, or of the obligation to perform any other Utility Work not specifically assigned to such Utility Owner.

7.2.2 Inclusions

Developer shall carry out all Utility Work in accordance with the requirements of the Utility Agreements and this Section 7. Utility Work includes, but is not limited to:

a. performance of all tasks, obligations and duties assigned to the Developer in any applicable Utility Agreements;

b. identification and field verification of Utility locations by investigating all Utilities located within or near the Site or in areas otherwise affected by the Project;

c. potholing for field verification of Utilities prior to commencement of D&C Work;

d. development and updates to the Utility Matrix;

e. preparation and execution of the Utility No-Conflict Closeout Form, a form of which is provided in Annex 15.7-B of this Section 7, for appropriate Utilities;

f. cooperation with the City in connection with negotiating and preparing of the Utility Work Order for each Utility relocation by the Utility Owner, as needed, which includes preparing and providing such written information concerning the Project (such as reports, drawings, and surveys) as requested by the City;

g. review each URD for Private Utilities then verify and accept that each Utility Adjustment is compatible with the Project, by providing the executed DRAL to the City, a form of which is provided in Annex 15.7-C of this Section 7;

h. preparation of the URD for each required Public Utility Owner and obtaining design acceptance from the Public Utility Owner, by providing the executed DRAL to the City, a form of which is provided in Annex 15.7-C of this Section 7;

i. construction of the Utility Adjustment of Public Utilities, including Service Lines and temporary relocations, and obtaining the construction acceptance from the Public Utility Owner by providing the executed CRAL to the City, a form of which is provided in Annex 15.7-D of this Section 7;

j. remove abandoned existing Public Utilities or Private Utilities;

k. if impractical to remove, flow-fill abandoned existing Public Utilities, in accordance with City Standards and Specifications.
l. coordination of construction, including activities of subcontractors, to minimize any delays to Utility Owners, and their relocation subcontractors;
m. provision of verification of abandonment and notification to the Public Utility Owner;
n. inspection of the Utility Adjustment for each Private Utilities relocation, then verification and acceptance by the Utility Owner by providing the executed CRAL to the City, a form of which is provided in Annex 15.7-D of this Section 7;
o. reimbursement to Private Utility Owners for construction costs incurred by such Utility Owners in performing Utility Work within an easement owned by the Private Utility Owner, if so required in the Work Order;
p. resurfacing and restriping of streets, parking areas and reconstruction of curb and gutter, and sidewalks where necessary due to Utility Work performed by Developer, or performed by a Utility Owner within the City owned property or within Utility easements and permanent easements, if so required in the Work Order;
q. detailing each Utility Adjustment on the Developer’s design drawings, for all Utility Work Orders pertaining to Public Utilities and Private Utilities;
r. verification that all Utility Work performed by Developer or by the Utility Owner has been accomplished in accordance with the Work Order, the requirements of this Section 7, and the Developer’s design;
s. coordinate and schedule verification with all Utility Owners as necessary, for all Utility Work Orders pertaining to Public Utilities and Private Utilities;
t. provision of traffic control for all Utility Work, including instances where the Utility Work required is outside of the Project Area; and
u. any and all other activities that are required to perform the Utility Adjustments and provide new Utilities.

7.2.3 Exclusions

Utility Work excludes:

a. issuance of any Permit to any Utility Owner;
b. any work expressly required to be undertaken by the City or any other party, including Utility Owners, in accordance with Utility Agreements or the terms of any Utility Work Order;
c. Utility removal Work outside of the Site; and
d. reimbursement to Utility Owners for, or acquisition of, replacement easement required for Utility Work as set forth in the Utility Work Order.

7.3. STANDARDS

a. Except as otherwise provided in the applicable Utility Agreement or Utility Work Order, all URDs and construction of relocations furnished or performed by Developer shall be consistent with the Utility Owner’s written specifications, standards of practice (which may include design format) and construction methods. Developer shall obtain all such written specifications, standards of practice and construction methods from the Utility Owners.
b. Developer shall be responsible for resolution of any unresolved ambiguity prior to proceeding with any Utility Work.
c. In the event of a conflict between the requirements of the Utility Owner or requirements of these Contract Documents, the City in its sole discretion, shall determine which shall govern unless otherwise set forth in the Utility Work Order.
d. All resurfacing and restriping of streets, parking areas, reconstruction of curb and gutter, and sidewalks that is undertaken for the purposes of carrying out Utility Works shall comply with the requirements of Section 12 Roadway and Section 16 Wayfinding, Lighting, & Urban Design.

7.4. DEVELOPER INVESTIGATIONS

7.4.1 Utility Data
a. The City has completed an initial Utility investigation and has identified the Utilities that may be impacted by the Project. The City has not performed a complete investigation of Service Lines.
b. The results of the investigations are indicated in the Utility Legend included in the Reference Documents and is attached to this Section 7 as Annexes 15.7-E, 15.7-F and 15.7-G.
c. This data is provided for information only and the Developer shall verify, to its own satisfaction, all information required for the design and construction of Utilities. Utility Data shall not be exclusively relied upon for existing Utility location, size, and depth.

7.4.2 Utility Contact List
a. A list of all known Utility Owners within and/or adjacent to the existing City owned property, including contact information is provided in the Reference Documents, and is attached to this Section 7 as Annex 15.7-H.
b. The City cannot verify the completeness or correctness of this information.

7.4.3 Developer Responsibilities
a. All Utility locations in the plans are for informational purposes only. All Utility locations shall be field verified by the Developer.
b. Developer shall take all actions necessary to identify and confirm the existence and exact location, size and type of all Utilities within the Site, whether or not such Utilities are shown in the Utility Legend and including all potentially impacted Service Lines. All such information shall be transferred by the Developer to the As-Built Plans. Such actions shall include making diligent inquiry at the offices of the Utility Owners, consulting public records, and conducting field studies (such as subsurface Utility engineering) as appropriate, taking into consideration the possibility that Utility Owners may provide inaccuracies or inexact information with regard to their Utilities.
c. Developer shall determine and document the condition of all existing Utilities, in accordance with the Utility Owner’s standard practice, prior to and following the commencement of construction.
d. Developer shall prepare designs for the Project in compliance with the current edition of Colorado Revised Statues Title 9, Article 1.5 (CRS 9-1.5) as appropriate for each phase of design, with a minimum of:
i. a Quality Level B (QLB) SUE investigation for all utilities within the Site at Preliminary Design (30%); and
ii. Quality Level A (QLA) investigations, as necessary, for Interim Design (60%) and subsequent submittals,
to be compliant with CRS 9-1.5

e. Developer shall prepare traffic control / method of handling traffic plans, including patching or other repairs when necessary for SUE investigations.

f. If Developer’s investigations identify Utilities (excluding Service Lines) not described in the Utility Data, Developer shall create a new conflict number (matching the format and sequencing of the Utility Conflict Matrix provided) to document and track, or if the Developer determines that any Utility was not indicated with reasonable accuracy in the Utility Data or other Reference Documents, Developer shall notify the City immediately upon discovery and enter such information into the final As-Built submittal.

g. Commencing upon Notice to Proceed, Developer shall at least quarterly, and otherwise upon the City’s reasonable request, deliver to the City and, in accordance with the Utility Agreements, the applicable Utility Owners, a Utility Matrix, which shall update and expand the Utility Matrix provided in the Reference Documents and at Annex 15.7-F of this Section 7, to include the following information (unless otherwise agreed between the parties):
   i. each URD sheet approval date;
   ii. the relevant number and execution date executed Utility Work Order;
   iii. each Utility No-Conflict Closeout Form execution date;
   iv. each DRAL execution date;
   v. each CRAL execution date; and
   vi. identification of all changes made since the immediately prior Utility Matrix.

7.5. UTILITY WORK PROCEDURES

7.5.1 Utility Agreements

a. To expedite the work, the City desires to develop Utility Agreements with Utility Owners present within the Site. It is the intention that such Utility Agreements will establish specific processes, review periods, approvals, including the Utility Work Order process and procedures presented in this Section 7, and/or other information specific to the Project that will help improve efficiency of any Utility Work required for the project and to streamline coordination between the City, Developer, and Utility Owners.

b. Any Utility Agreements executed for the Project will become part of the Reference Documents as they become available.

c. If Developer identifies Utility Work on the Site belonging to a Utility Owner without a Utility Agreement, the City may enter into a Utility Agreement with such Utility Owner. Developer shall not be a party to any Utility Agreement and shall not be responsible for negotiating such Utility Agreement. The City will be responsible for drafting and negotiating the Utility Agreement. Developer shall be responsible for coordinating with such Utility Owner in accordance with any additional Utility Agreements executed for the Project.

d. See the Reference Documents and the Annexes to this Section 7 for City obtained Utility Agreements and the corresponding Utility Matrix with each Utility Owner whose Utilities are or may be affected by the Project.

7.5.2 Utility Matrix
The Developer shall update and expand the Utility Matrix provided in the Reference Documents and at Annex 15.7-F of this Section 7. The Utility Matrix shall be up kept to date and current at all times by the Developer, with the best information available. The Utility Matrix shall include all Utility Data and any additions from Developer investigations for each existing Utility located within the Site or otherwise potentially impacted by the Project.

7.5.3 Utility Work Order

a. Developer shall create a Utility Work Order per this Section 7 and expand the Utility Matrix to document and track Utilities within the Site.

b. Developer may prepare a single Utility Work Order covering more than one Utility Adjustment Work activity, with the consent of the City and the relevant Utility Owner.

c. Any necessary changes to a Utility Work Order requested by Developer shall be submitted in writing to the Utility Owner and the City and be Approved by all parties before any change can be executed.

d. Prior to executing any Utility Work Order, Developer, the City shall meet with the relevant Utility Owner to negotiate the relevant draft Utility Work Order, including the following:
   i. in accordance with procedures set out in the applicable Utility Agreement(s), the scope of work, the implementation schedule and any exhibits; and
   ii. in accordance with Section 7.5.3.e, cost and payment responsibly.

e. The costs for Utility Work performed by Developer under the Utility Work Order for Utility Adjustment Work shall be negotiated between Developer, the City and the Utility Owner. If the Utility Owner will be reimbursing Developer for any costs in connection with the Utility Work, Developer shall provide a definitive cost estimate to the Utility Owner in accordance with the Utility Owner’s standard practice and with the requirements of the applicable Utility Agreements and shall submit such estimate to the City. For betterments and requested relocations, the draft Utility Work Order shall include the direct impact of such Utility Work Order on the performance of the Work.

f. On the basis of the meetings held in accordance with this Section 7.5.3, Developer shall submit each draft Utility Work Order to the City for Approval.

g. The City shall provide comments or a “Statement of No Objection” within 14 Calendar Days of delivery of the draft Utility Work Order by the Developer, provided that the Developer shall not execute or otherwise commit to enter into any Utility Work Order or perform any work in respect of any Utility Work without the prior written acknowledgement by the City.

h. If the City Approves the draft Utility Work Order and Approves both the cost, and the impact of such Utility Work Order on the performance of the Work, if any, then:
   i. Developer shall submit the Approved Utility Work Order to the Utility Owner, the City for execution and shall itself execute the Utility Work Order, in each case in accordance with the applicable Utility Agreement; and
   ii. Developer, Utility Owner, and the City, in that order, shall execute a Utility Work Order prior to commencement of any Utility Work.

i. The Developer shall thereafter perform the Utility Work for which it is responsible pursuant to such Utility Work Order as part of the Work.

j. The Developer shall revise any Utility Work Order if and when necessary in accordance with the terms of the applicable Utility Agreement. Such a revised Utility Work Order shall
be drafted and executed in accordance with the same procedures applicable to the drafting and execution of the original Utility Work Order under this Section 7.5.3.

7.5.4 Utility No-Conflict Closeout Form

Once Developer has determined that a Utility shown on the Utility Matrix is not in conflict, the Developer shall provide a Utility No-Conflict Closeout Form to the respective Utility Owner to review and sign. A copy shall be submitted to the City.

7.5.5 Design of Relocation Acceptance Letter (DRAL)

Developer shall obtain design acceptance from the Utility Owner for each Public Utilities Relocation design prepared in the form of a DRAL. Developer shall review, then accept each Private Utilities Relocation Design to verify compatibility with the Project and provide acceptance to the Utility Owner in the form of a DRAL.

7.5.6 Construction Relocation Acceptance Letter (CRAL)

a. Each Utility Owner shall have the right to inspect the Utility Work performed on its Utilities by Developer. Developer shall not unreasonably refuse such Utility Owner inspection requests and shall coordinate the schedule and scope of such inspections with the Utility Owner.

b. Developer shall perform all construction of the Utility Adjustment Work in accordance with the executed Utility Work Order, the requirements of the Agreement, the Utility Agreements and the standards and construction methods of the respective Utility Owners.

c. Developer shall document acceptance of the Utility Work from the Utility Owner by obtaining a CRAL and submitting a copy to the City. In the event of a conflict between the requirements of the Utility Owner or requirements of the Agreement, the City, in its sole discretion, shall determine which shall govern.

d. In order to evidence its acceptance of construction of the Utility Work performed by the Utility Owner, Developer shall review and accept, or provide comments to the Utility Owner as appropriate, that the construction of the Utility Adjustment Work is compatible with the Project. The Developer shall submit an executed CRAL to the Utility Owner and to the City. The Developer shall immediately notify the Utility Owner and the City in writing of any noncompliance or inconsistency with the executed Utility Work Order.

7.5.7 Utility Permit Application and Other Permits

a. The Utility Owner will be responsible for obtaining all City Utility Permits for Utility Work. Developer shall verify that the Utility Owner has obtained these permits prior to installing traffic control. In the event Developer determines that a Utility Owner does not have the required permits, the Developer shall immediately notify the City in writing.

b. Utilities within the right-of-way and on other City owned land shall follow the Utility Plan Review process. Utilities within City-owned parkland shall follow the Parks & Recreation Utility Plan Review process as defined in Denver Parks and Recreation Planning, Design, and Construction Guidelines.

7.6. UTILITY COORDINATION

7.6.1 General

Developer shall be responsible for coordination of all activities and coordination with the Utility Owners and the City in order to accomplish all Utility Work. In the discharge of its coordination responsibilities, Developer shall:

a. keep Utility Owners fully informed of schedules with regard to Utility Work;
b. provide to the Utility Owners, as soon as practicable, an estimated schedule for their respective Utility Work and shall notify the Utility Owners of any significant changes to the schedule as soon as practicable;

c. keep Utility Owners fully informed of changes that affect their Utilities.

d. consider, to the extent practicable, Utility Owners’ needs for the allocation of resources to perform their respective Utility Work in a timely manner;

e. coordinate with the Utility Owners to minimize delays;

f. keep Utility Owners involved in making decisions that affect their Utilities so Utility Owners are able to provide uninterrupted service to their customers, or to be subject to the least interruption practicable as approved by the Utility Owner; and

g. avoid multiple relocation of the same Private Utility.

7.6.2 Utility Meetings

a. Developer shall be available to meet at the request of the City, as necessary, to discuss and resolve matters relating to the Utility Work.

b. Developer shall be responsible for all coordination with the affected Utility Owners to accomplish each Utility Relocation, in accordance with any applicable Utility Agreements. The Developer shall schedule regular meetings with the relevant Utility Owner to discuss the progress of the Utility Work and any Utility Relocation being performed by the Developer or Utility Owner. The Developer shall not unreasonably deny any request by a Utility Owner to meet regarding any Utility Work being performed by the Developer or Utility Owner.

7.6.3 Review Schedules

a. Estimated schedules for reviews are as follows:

i. 14 Calendar Days for Developer to review and accept or provide comments on the Utility Work Order developed by the other party; and

ii. 14 Calendar Days for Developer to re-review any Utility Work Order that is revised by the other party.

b. Failure to respond to a Utility Work Order review submittal in a timely manner does not constitute an acknowledgement.

c. For Utility Work performed by the Utility Owner, a reasonable schedule required for each activity shall be negotiated between the Utility Owner, Developer, and City which shall be reflected in the Utility Work Order.

d. The times noted in the Utility Work Order for Utility Work shall prevail over the estimated times noted in this Section 7 or in the applicable agreement. In developing its schedule, Developer shall allow for appropriate time for the performance of Utility Work assigned to the Utility Owners and/or the Developer pursuant to the Utility Agreements.

7.6.4 Cost Estimates

a. If, pursuant to the Utility Agreement, the City will be reimbursing a Utility Owner for any costs in connection with Utility Work, (e.g. provide power source for lighting, or other eligible Relocation costs) Developer shall obtain a definitive cost estimate from the Utility Owner in accordance with the Utility Owner’s standard practice and with the requirements of any applicable Utility Agreement, and shall submit such estimate to the City. After Approval of the estimate by the City, the estimate shall be incorporated into the applicable Utility Work Order.
b. All reimbursements shall be negotiated on a “lump sum” rather than on an “actual cost” basis, unless otherwise Approved by the City.

7.6.5 Notices

7.6.5.1 Notices to Utility Owners

a. In order to maintain the Project schedules, Developer shall issue all notices, in writing, to the Utility Owners called for under the Utility Agreements, with copies submitted to the City.

b. Notice shall be given to respective Utility Owners when Developer is working adjacent to their Utilities. Developer shall be solely responsible for and liable for any damage to any Utilities that are damaged due to any activities associated with the Work.

7.6.5.2 Notices to the City

a. Developer shall be responsible for verifying progress of Utility Work performed by the Utility Owner, and for notifying the City shall the Developer have cause to believe that the Utility Owner will not meet the specified time frame(s) in the Utility Work Order. The Developer shall provide such written notice to the City immediately after discovery.

b. If the Utility Owner is performing Utility Work that requires a City Utility Permit, Developer shall verify to the City that the Utility Permit has been obtained and is being complied with. If the Developer determines that the Utility Owner does not have the required City Utility Permit or is in violation of the terms and conditions of such permit, the Developer shall provide such written notice to the City immediately after discovery.

7.6.5.3 Utility Notification Center of Colorado

a. Developer shall arrange for the Utility Notification Center of Colorado (UNCC) to provide software and training for Developer to order call tickets to have Utility field locates performed. Developer shall make arrangements for the training.

b. Developer shall call 811 and coordinate directly with non-member Utilities for Utility locations.

7.7. SPECIALIZED UTILITY WORK RELATED TO THE PROJECT

a. The City is currently in predevelopment phase for a campus wide District Thermal Energy System that will heat and cool Phase 1 & 2 buildings using thermal energy from the Delgany wastewater pipe.

b. Following the Effective Date, Developer is encouraged to coordinate with EAS Energy Partners lead by Enwave Energy Corporation on opportunities to expand the Phase 1 & 2 system into the Triangle.

c. Developer should include any design components or construction planning that would enable expansion of the system into the Triangle as part of their proposal to the City.

7.8. DELIVERABLES

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Information or Approval</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Matrix</td>
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<td>Approval</td>
<td>Five Working Days after Utility Owner obtained signature</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Information or Approval</td>
<td>Schedule</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
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<td>------------------------------------------------</td>
</tr>
<tr>
<td>Utility No-Conflict Closeout Form</td>
<td>Information</td>
<td>Five Working Days after Utility Owner obtained signature</td>
</tr>
<tr>
<td>CRAL</td>
<td>Information</td>
<td>Five Working Days after Utility Owner obtained signature</td>
</tr>
<tr>
<td>DRAL</td>
<td>Approval</td>
<td>Five Working Days after Utility Owner and Developer obtained signature</td>
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<td>As-Built Plans</td>
<td>Approval</td>
<td>With submission of CRAL</td>
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<td>Meeting minutes</td>
<td>Information</td>
<td>Five Working Days after meeting</td>
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<td>Written notice of Utility Owner not meeting Work Order time frame</td>
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<tr>
<td>Written notice of Utility Permit violation</td>
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<tr>
<td>Written notice of failure of Utility Owner to cooperate or timely perform</td>
<td>Information</td>
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</tr>
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</table>

### 7.9. ANNEXES

The following Annexes to this Section 7 also form part of the Reference Documents:

- Annex 15.7-A – Utility Work Order
- Annex 15.7-B – Utility No-Conflict Closeout Form
- Annex 15.7-C – Design Relocation Acceptance Letter (DRAL)
- Annex 15.7-D – Construction Relocation Acceptance Letter (CRAL)
- Annex 15.7-E – Utility Legend
- Annex 15.7-F – Tender Utility Matrix
- Annex 15.7-G – Utility Conflict Matrix
- Annex 15.7-H – Utility Contact Lists
- Annex 15.7-I – Utility Agreements
Annex 15.7-A – Utility Work Order

National Western Center Triangle Project

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<thead>
<tr>
<th>FORM OF UTILITY WORK ORDER</th>
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<tr>
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</tr>
<tr>
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<tr>
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<tr>
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<td>The Developer pays Utility Owner</td>
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<td>The Utility Owner pays City</td>
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<td>The Utility Owner pays the Developer</td>
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<td>The Utility Owner pays the Developer</td>
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<tr>
<td>The Developer pays Utility Owner</td>
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<td>The City pays Utility Owner</td>
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<tr>
<td>The Utility Owner pays City</td>
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<td>Lump Sum:</td>
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<td>Actual Cost Not to Exceed:</td>
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<td>Responsible Party</td>
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### Project Agreement

**Schedule 15, Design and Construction Requirements**

**Section 7, Utilities**

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<td>The Developer pays Utility Owner</td>
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<td>The City pays Utility Owner</td>
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<td>The Utility Owner pays City</td>
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**Comments**

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<tr>
<td><strong>Construction</strong></td>
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<td>Start Date:</td>
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<tr>
<td>Completion Date:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

**WORK ORDER TERMS AND CONDITIONS**

**SCOPE OF WORK ORDER.** This Work Order is entered into by and among Owner and City and County of Denver (City) and the Project Developer, in order to implement in part the Utility Agreement identified herein, as the same may be amended from time to time, and which is incorporated herein by this reference. All Work undertaken pursuant to this Work Order shall be performed in accordance with the requirements of the Utility Agreement, unless otherwise set forth herein. The Work Order shall govern to the extent of any conflict between the terms of the Utility Agreement and the terms of this Work Order. Unless otherwise defined herein, all initially capitalized terms and conditions shall have the meaning prescribed to them in the Utility Agreement.

**WORK ORDER ATTACHMENTS.** This Work Order and any attachments hereto contain information specific to the Relocation to be performed hereunder. Attached and/or referenced Relocation Standards are incorporated herein by this reference and shall be considered a part of this Work Order. This Work Order governs only the Utility Work specifically identified herein and shall be conclusive as to all matters represented herein.

**ORDER OF EXECUTION.** This Work Order shall be executed first by Utility Owner, then by the Project Developer, and then finally by the City.

**IN WITNESS WHEREOF,** the City, the Utility Owner, and the Project Developer have executed this Work Order, which shall be effective as of the last date signed by all Parties.

**Utility Owner:**

- By:
- Print Name:
- Title:
- Date:

**Project Developer:**

- By:
- Print Name:
- Title:
- Date:

**City Project Manager:**

- By:
## FORM OF UTILITY WORK ORDER (cont.)

<table>
<thead>
<tr>
<th>Utility Identification No:</th>
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### SECTION A SCOPE

### SECTION B REQUIRED PERMITS

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<tbody>
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</tbody>
</table>

### SECTION C LIST OF ATTACHMENTS

- ☐ Exhibit 1: Owner Design Sheet [date & description]
- ☐ Exhibit 2: The Project Design Sheet [date & description]
- ☐ Exhibit 3: Cost Estimate [date & description]
- ☐ Exhibit 4: Property Rights [date & description]
- ☐ Exhibit 5: Other
Annex 15.7-B – Utility No-Conflict Closeout Form

This Utility No-Conflict Closeout Form (“No-Conflict Form”) is executed by the Utility Owner and the Developer in connection with National Western Center Triangle Project.

A fully-executed No-Conflict Form indicates the undersigneds’ concurrence that, as of the Project plans dated __________, no Relocation is required for Owner’s Utility referenced herein. Owner and the Project Developer acknowledge that future modifications to the Project plans may require Relocation of the references Utility in accordance with any applicable Utility Agreements. Two originals shall be executed and a copy shall be forwarded to the City, by the Developer.

<table>
<thead>
<tr>
<th>Utility Owner</th>
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<tbody>
<tr>
<td>Utility Identification No.</td>
<td></td>
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<tr>
<td>Location</td>
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</tr>
<tr>
<td>Comments (attach pages as necessary)</td>
<td></td>
</tr>
</tbody>
</table>

**FOR UTILITY OWNER**

By: __________________________ Date: __________________________

Name: __________________________

Title: __________________________

**FOR DEVELOPER**

By: __________________________ Date: __________________________

Name: __________________________

Title: __________________________

If this form is not signed by the Utility Owner, the Utility Owner shall state below its basis for disagreement with the No-Conflict designation for this Utility:

(attach pages as necessary)
Annex 15.7-C – Design Relocation Acceptance Letter (DRAL)

This DESIGN OF RELOCATION ACCEPTANCE LETTER (“DRAL”) is executed by the non-Designing Party in connection with the National Western Center Triangle Project, entered into by the Utility Owner and the Developer. Execution of this DRAL indicates the non-Designing Party’s acceptance and approval of the design of the Relocation, as attached to this DRAL, performed and completed by the Designing Party. Unless otherwise defined herein, initially capitalized terms shall have the meaning prescribed to them in the Utility Agreement. Two originals shall be executed and a copy shall be forwarded to the City, by the Developer.

Utility Owner:

<table>
<thead>
<tr>
<th>Utility Identification No.:</th>
<th>Work Order Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Order No.:</td>
<td>Rev. Date:</td>
</tr>
<tr>
<td>Work Order Rev. No.:</td>
<td></td>
</tr>
</tbody>
</table>

Designing Party:

Now, therefore, the non-Designing Party executes this DRAL to indicate that it has reviewed the design of the Relocation completed by the Designing Party and has found the design of the Relocation to have been designed in accordance with the non-Designing Party’s Relocation Standards duly provided to the Designing Party:

Non-Designing Party

By: ______________________________________________________

Name: ____________________________________________________

Title: _____________________________________________________

Date: _____________________________________________________

The non-Designing Party declines execution of this DRAL at this time for the following reasons:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

(attach pages as necessary)
Annex 15.7-D – Construction Relocation Acceptance Letter

This CONSTRUCTION OF RELOCATION ACCEPTANCE LETTER ("CRAL") is executed by the non-Constructing Party in connection with the National Western Center Triangle Project Utility Agreement entered into by the Utility Owner and the City. Execution of this CRAL indicates the non-Construction Party’s inspection and acceptance of the construction of the Relocation performed and completed by the Constructing Party. Unless otherwise defined herein, initially capitalized terms shall have the meaning prescribed to them in the Utility Agreement. Two originals shall be executed and a copy shall be forwarded to the City, by the Developer.

The construction of the Relocation inspected and accepted by execution hereof is described below:

| Owner: |
| Utility Identification No.: |
| Work Order No.: | Work Order Date: |
| Work Order Rev. No.: | Rev. Date: |
| Constructing Party: |

Now, therefore, the non-Constructing Party executes this CRAL to indicate that it has inspected the construction of the Relocation completed by the Constructing Party and has found the construction of the Relocation has been performed in accordance with the Relocation Plans:

**Non-Constructing Party**

By: ______________________________________

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

The non-Constructing Party declines execution of this CRAL at this time for the following reasons:

(attach pages as necessary)
Annex 15.7-E – Utility Legend
Annex 15.7-F – Utility Matrix

[To be provided in future addendum]
Annex 15.7-G – Utility Conflict Matrix

[To be provided in future addendum]
Annex 15.7-H – Utility Contact Lists

[To be provided in future addendum]
Annex 15.7-I – Utility Agreements

[To be provided in future addendum]
Section 8
Survey

8.1 PURPOSE
Developer shall be responsible for the surveying activities necessary to support the Work, including both D&C Work and O&M Work.

8.2 ADMINISTRATIVE REQUIREMENTS

8.2.1 Project Survey Coordinator
a. Developer shall designate a Colorado registered professional land surveyor as the Project Survey Coordinator.

b. The Project Survey Coordinator shall be responsible for all survey activities required to be carried out by Developer under the Project Agreement, including directing and reviewing all such activities, being the point of contact for all such activities and supervising the carrying out of such activities.

8.2.2 City Supplied Survey Data

a. The Reference Documents contain City supplied survey and mapping data, including a Survey Control Perpetuation Diagram, topographic mapping, and a digital terrain model. The Developer shall verify and confirm the accuracy of all survey and mapping data provided to the Developer, regardless of the source of the information.

b. Developer shall document all forms of survey and mapping data verification and submit to the City including records of relevant survey data verification, to the City, no later than 60 Calendar Days following issuance of NTP. Any discrepancies in information provided shall be reported to the City.

c. The City Surveyor’s Office will assist with survey records research; however it will be Developer’s responsibility to obtain all necessary survey records.

d. The Developer shall meet with the City Surveyor’s Office prior to commencing work to discuss the use of the City’s Local Control Network and the reference document Survey Control Perpetuation Diagram - National Western Center. All work shall be based on the Local Control Network.

8.2.3 Developer Supplied Survey Data

a. Developer shall be responsible for identifying the need for, and undertaking additional surveys required to produce, any additional survey data that may be required for the D&C Work.

b. The required information may include topographic surveys, survey of Utilities, and miscellaneous surveying as necessary to complete the Construction Work. All traffic control and Permits necessary to complete such surveys shall be the responsibility of the Developer.

c. The Developer shall obtain all necessary right-of-entry agreements to land and property outside the Project Site.

d. Within 60 Calendar Days of the completed additional survey, the Developer shall submit the additional survey data to the City for Information.

8.2.4 Preservation of Survey Monuments

a. The preservation of survey markers and monuments is mandatory. Developer shall notify the City as soon as it becomes known that a marker is in a position that will
interfere with D&C Work or with Developer operations. The marker position shall be accurately referenced prior to disturbing any such marker.

b. The Developer shall coordinate with the City Surveyor’s Office to protect and restore monuments as required to complete the D&C Work.

c. The Project Survey Coordinator shall be responsible to replace or reestablish all survey markers or monuments, including appropriate documentation. Developer shall reestablish all range line and right-of-way monumentation lost or destroyed during the progression of the work.

d. Developer shall submit a Developer Survey Control Perpetuation Diagram (survey) to the City, showing all monuments that were reset. The Developer Survey Control Perpetuation Diagram shall meet all City requirements and be reviewed and approved by the City prior to depositing per State Statutes.

8.2.5 Survey Records

a. The Developer shall prepare and maintain supporting documentation, including but not limited to field notes, drawings, and calculations for all survey Work on the Project. All survey records shall conform to the Project Standards. Such records shall be neat, legible, accurate, and maintained by the Developer in a neat and orderly manner.

b. The Developer’s Project Survey Coordinator shall be required to sign and seal the survey documentation in accordance with State law. All such documentation shall be transmitted to the City at the completion of the survey Work.

8.3 SURVEY REQUIREMENTS

8.3.6 Design Control Surveys

a. Developer shall plan, schedule, and perform all surveys and monumentation necessary to maintain and supplement the Project control network for the design of the Project.

b. Developer shall submit to the City any revised Project Control Diagrams showing modifications to the Project control network.

8.3.7 Design Surveys

a. The Developer shall arrange for all supplemental survey information and Utility locations necessary to complete the design.

b. Design surveys shall provide sufficient detail to verify actual field locations of existing drainage improvements as well as for the final design of drainage and Utility improvements.

c. Surveying shall be performed in accordance with the Project Standards.

d. Traffic control and permits necessary to complete the survey shall be the responsibility of the Developer.

e. Developer shall deliver the data and field notes in a format mutually agreed to by the Developer and the City upon completion of the survey. Errors and omissions found by the City shall be corrected by Developer and resubmitted.

8.3.8 Construction Control Surveys

The Developer shall plan, schedule, and perform all surveys and monumentation necessary to maintain and supplement the project control network for the construction layout of the Work.
8.3.9 As-Built Documents

a. Developer shall plan, schedule and perform all surveys required to document the location of as-built features on the Project.

b. The As-Built Documents shall comply with the Project Standards, including all items on the As-Built Drawing Submittal Checklist and, at a minimum, the following Project elements:

   i. drainage facilities;
   ii. ditch alignment, depth, and profile data;
   iii. channel alignment and profile data;
   iv. detention limits and volume;
   v. box culvert centerline and profile data;
   vi. pipe sizes, inverts, and flow directions (for both detention and drainage);
   vii. driveway locations;
   viii. roadway centerline and profiles;
   ix. edge of pavement;
   x. sidewalks;
   xi. Utilities (including depths);
   xii. signs;
   xiii. traffic signals;
   xiv. lighting;
   xv. public transportation stops;
   xvi. bridges;
   xvii. underpass;
   xviii. landscape irrigation system(s); and
   xix. facility locations (building corners, parking lots, sidewalks, fencing, patio, etc.), as necessary.

c. As-Built survey shall be completed by a Professional Land Surveyor, licensed in the State of Colorado.

8.4 DELIVERABLES

a. At a minimum, the Developer shall submit the following to the City:

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<tr>
<th>Deliverable</th>
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<th>Schedule</th>
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<td>ii. Construction control survey</td>
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<tr>
<td>diagram</td>
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</tr>
<tr>
<td>iii. As-Built survey diagram</td>
<td>Approval</td>
<td>Prior to Final Acceptance</td>
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</tbody>
</table>
Section 9
Earthwork & Geotechnical

9.1 PURPOSE
Developer shall design and construct stable foundations for any required Public Elements and any associated outbuildings or structures, bridges, retaining walls, and other structures; stable roadway embankments and excavations; and a stable foundation for all roadway, pedestrian paths, and parking lot pavements.

9.2 GEOTECHNICAL INVESTIGATIONS
a. A Geotechnical Investigation Report shall be prepared by Developer for the Project, summarizing all subsurface investigations performed. The Geotechnical Investigation Report shall provide a comprehensive written description of all the subsurface investigations and laboratory testing completed, final typewritten boring logs, description of site conditions, engineering recommendations, and construction considerations. This report shall be sealed and signed by a licensed Professional Engineer in the State of Colorado.

b. Developer shall be responsible for any supplemental subsurface investigations necessary to complete the Work. Supplemental subsurface investigation(s) shall be incorporated in the Developer’s Geotechnical Investigation Report.

c. Subsurface investigations and testing shall be performed by Developer during design to define the subsurface conditions.

d. Developer shall conduct subsurface investigations at each structure and embankment to completely describe subsurface conditions and to adequately delineate major changes in subsurface conditions.

e. The maximum spacing of test borings shall be in accordance with Table 9-1 and Table 9-2 Geotechnical Boring Depth and Frequency Table and in no case greater than 500 feet in excavation areas (detention/ channel) and major site development areas.

f. In addition to the requirements of Section 9.2e, areas of complex subsurface conditions shall require closer spacing of borings.

g. All borings shall be logged in the field in general accordance with ASTM 2488. Laboratory testing shall be conducted on representative samples to adequately classify the materials and describe the subsurface conditions and to identify any potential problems, which may exist. Classification of soil and bedrock samples tested in the laboratory shall be in general accordance with ASTM D2487 and AASHTO M 145.

h. Geotechnical investigations for any required buildings shall comply with the City Building and Fire Code.

i. In the event of a conflict for any testing requirements, the more stringent requirement shall apply.
### Table 9-1  Borings per Structure

<table>
<thead>
<tr>
<th>Structure Type</th>
<th>Minimum Number of Borings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retaining Walls</td>
<td>For walls less than 200 feet in length, minimum of two boreholes. For walls longer than</td>
</tr>
<tr>
<td></td>
<td>200 feet, minimum of two boreholes for the first 200 feet plus one per each additional</td>
</tr>
<tr>
<td></td>
<td>200 feet of retaining wall.</td>
</tr>
<tr>
<td>Concrete Box Culverts</td>
<td>One at each end and every 100 feet along axis</td>
</tr>
<tr>
<td>Bridge structure – single</td>
<td>Two borings one at each end of span</td>
</tr>
<tr>
<td>Span</td>
<td></td>
</tr>
<tr>
<td>Detention basins – including</td>
<td>One per structure</td>
</tr>
<tr>
<td>inlet, outlet, and forebay</td>
<td></td>
</tr>
<tr>
<td>Buildings</td>
<td>As required to satisfy the requirements of the City Building and Fire Code</td>
</tr>
</tbody>
</table>

### Table 9-2  Geotechnical Boring Depth and Frequency Table

<table>
<thead>
<tr>
<th>Exploration Type</th>
<th>Recommended Minimum No. of Borings</th>
<th>Recommended Minimum Boring Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drilled Shaft</td>
<td>1 per substructure unit &lt; 100 ft width</td>
<td>10 ft into bedrock (N ≥ 50) or 3D below tip elevation</td>
</tr>
<tr>
<td></td>
<td>2 per substructure unit &gt; 100 ft width</td>
<td>10 ft into bedrock (N ≥ 50) or 20 ft below tip elevation</td>
</tr>
<tr>
<td>Driven Piles</td>
<td></td>
<td>2B where L &lt; 2B, 4B where L &gt; 2B and interpolate for L between 2B and 4B or 10 ft into bedrock</td>
</tr>
<tr>
<td>Spread Footing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>1 at each end and every 100 ft along axis</td>
<td>3H or 10 feet into bedrock (N ≥ 50)</td>
</tr>
<tr>
<td>Box Culvert</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MSE/Cast in Place</td>
<td>1 at each end and every 200 ft along wall</td>
<td></td>
</tr>
<tr>
<td>Tieback Anchor</td>
<td>1 in anchorage zone spaced every 200 ft along wall</td>
<td>2H or 10 feet into bedrock (N ≥ 50)</td>
</tr>
<tr>
<td>Soil Nail</td>
<td>1 in nail zone 1H from wall every 200 ft along wall</td>
<td></td>
</tr>
<tr>
<td>Landslide</td>
<td>3 along center of slide. Place at least one boring above and below sliding area.</td>
<td>10 ft below slide failure into competent stratum. Slide failure plane is rarely greater than slide width.</td>
</tr>
<tr>
<td>Pavement</td>
<td>Determined by size and extent of distressed area</td>
<td>Determined by size and extent of distressed area</td>
</tr>
<tr>
<td>Settling</td>
<td>Determined by size and extent of distressed area</td>
<td></td>
</tr>
<tr>
<td>Pavement</td>
<td>Determined by size and extent of distressed area</td>
<td>20 ft</td>
</tr>
<tr>
<td>Heaving</td>
<td>Determined by size and extent of distressed area</td>
<td></td>
</tr>
<tr>
<td>Pavement</td>
<td>Pavement realignment or widening</td>
<td>1 every 500 ft along centerline or determined by Materials Engineer</td>
</tr>
<tr>
<td>Survey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut sections – road</td>
<td>1 at each end of cut section and every 500 ft or determined by Materials Engineer</td>
<td>Minimum of 5 ft below the top of proposed pavement elevation or determined by Materials Engineer</td>
</tr>
<tr>
<td>Cut sections – new</td>
<td>1 at each end of cut section on opposite shoulders. If cut &gt; 20 ft, 1 boring through deepest section of cut on centerline.</td>
<td></td>
</tr>
<tr>
<td>alignment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Exploration

<table>
<thead>
<tr>
<th>Exploration Type</th>
<th>Recommended Minimum No. of Borings</th>
<th>Recommended Minimum Boring Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Embankment fill &gt; 20 ft – new alignment</td>
<td>1 at centerline at deepest fill area</td>
<td></td>
</tr>
</tbody>
</table>

D – Diameter  B – Footing width  H – Wall height  L – Footing length  N – Blow count values in 12 inches


#### 9.3 STRUCTURE FOUNDATIONS

**a.** Developer shall design and construct all required foundations, embankments and slopes and shall perform all required subgrade stabilization and/or removal.

**b.** The foundations for all buildings and structures shall be designed and constructed in conformance with Developer’s Geotechnical Investigation Report.

**c.** The Developer shall design and construct perimeter walls for lateral soil, hydrostatic and seismic soil pressures, as designated by the Developer’s Geotechnical Investigation Report.

**d.** Developer shall consider and design for the impacts of ground water and the necessary mitigation in its design.

**e.** Developer shall provide subdrainage systems for below-grade walls to relieve hydrostatic pressure associated with irrigation water, stormwater, or seepage from adjacent water bodies. Permanent pumped dewatering systems to lower the groundwater table at the Site are not permitted.

**f.** Developer shall provide waterstops at pipe penetrations and at construction joints below the design water table.

#### 9.4 EARTHWORK

**9.4.1 General**

The Developer shall submit a Mass Grading Plan to the City for Approval, describing the Developer’s plan for general grading operations.

**9.4.2 Clearing and Grubbing**

**a.** The Developer shall be responsible for all clearing and grubbing and earthwork requirements for the Work including the removal of trees, logs, limbs, stumps, brush, and trash and other unsuitable materials.

**b.** The Developer shall be responsible for arranging and conducting a pre-clear and grub meeting with the City, including Denver Forestry, prior to the start of any D&C Work to agree to the limits of clearing and grubbing, removal, replacement, or transplanting of any trees and shrubs.

**c.** The Developer shall include clearing and grubbing limits as part of each design submittal for all D&C Work in that area. Such submittals shall include provisions for the protection, removal, replacement, or transplanting of any trees.

**d.** The Developer shall remove only those trees necessary to be removed to construct the Project. All other trees shall be marked and protected from damage during
construction. The Developer shall comply with tree protection requirements as described in Section 10 and Section 17.

e. Materials to be cleared and grubbed from the Project shall be removed from the Project by the Developer. The Developer shall haul any material required to be disposed at the DADS.

9.4.3 Materials Requirements

a. Soil embankment material used under all pavements and foundation backfill material shall have minimum resistance values determined in accordance with the Metropolitan Government Pavement Engineers Council (MGPEC) Pavement Design Standards.

b. Soil embankment material shall have a maximum dry density (MDD) of not less than 90 pounds per cubic foot when tested by American Association of State Highway and Transportation Officials (AASHTO) T-99 or AASHTO T-180 and meet all CDOT or MGPEC stability requirements, when tested, per Colorado Procedure – Laboratory 3102. Import material shall comply with the requirements of CDOT Specification 203.03 (a).

c. All soil testing shall be per City Minimum Frequency of Materials Sampling and Testing Standard.

d. Developer shall conduct a supplemental soil survey confirming that the soil materials meet the requirements used in the design and shall conduct additional investigations and determine final design according to requirements set forth in this Section 9 and the Project Standards.

e. Developer shall provide any additional mitigation required as a result of the supplemental soil survey. The results of any supplemental soil surveys conducted by Developer together with any proposed mitigation measures to address identified in the surveys shall be submitted to the City before any foundation and pavement and pavement-related Work commences.

f. Embankments and fills shall meet the reuse guidelines for residential areas, including City-owned parks.

g. The Developer shall be responsible for identifying sources of material required for the Project.

h. All backfill material brought on site shall be certified by the originator as being clean and free of contamination and artificial debris, and shall be accompanied by a Letter of Origination, unless alternate prior approval is received.

i. Developer shall be responsible and pay for disposing all surplus material outside the Project Limits.

9.4.4 Re-use of Materials

a. Developer shall not be permitted to use reclaimed asphalt, concrete (that is not processed to meet CDOT backfill or base course specifications), brick materials, or materials containing Hazardous Substances in foundations, embankments or fill areas.

b. With Approval of the City, the existing subgrade may remain in place if it meets all other requirements herein.

c. Reuse of on-site Triangle clean structural fill is encouraged and expected.
### 9.4.5 Compaction Requirements

a. Compaction for building foundations shall be as required in the City *Building and Fire Code*.

b. Unless otherwise specified, all pavement embankment compaction for the Project shall be per CDOT *Standard Specifications for Road and Bridge Construction*.

c. Compaction for drainage structures shall comply with City Standards and Specifications.

d. Unless otherwise specified, Utility trench backfill compaction within the City roadways shall comply with Denver Water *Engineering Standards* for waterlines; the City *Storm Drainage and Sanitary Sewer Construction Detail and Technical Specifications* for storm and sanitary sewers; and the City *Public Works Rules and Regulations Governing Street Cuts and Roadway Excavation Specifications* for all other Utilities.

e. In narrow trenches where soil backfill is not practicable or not allowed per the City Standards and Specifications, removable controlled low-strength material shall be used pursuant to the City Standards and Specifications.

### 9.5 DELIVERABLES

a. At a minimum, the Developer shall submit the deliverables listed in Sections 9.5a.i to 9.5a.iii to the City.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Information or Approval</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Geotechnical Investigation Report</td>
<td>Approval</td>
<td>Within 30 Calendar Days following completion of the fieldwork</td>
</tr>
<tr>
<td>ii. Results of supplemental soil survey along with any proposed mitigation measures</td>
<td>Approval</td>
<td>30 Calendar Days prior to commencement of any embankment, aggregate base course, pavement, or pavement-related Work</td>
</tr>
<tr>
<td>iii. Mass Grading Plan</td>
<td>Approval</td>
<td>Concurrent with Initial Design Submittal</td>
</tr>
</tbody>
</table>
Section 10
Environmental Requirements

10.1 GENERAL

10.1.1 Purpose

The City’s environmental goals include minimizing negative impacts on the environment, protecting public health and environment, and complying with all requirements of all applicable Environmental Laws, regulations, and City policies and plans, including but not limited to the City’s Green Buildings Ordinance, Energize Denver, and the 80x50 Climate Action Plan.

10.1.2 General Requirements

a. Unless otherwise provided, the requirements of this Section 10 apply to all Work conducted by Developer on the Triangle, excluding the Coliseum Parking Lots, during both the Construction Period and the Operating Period.

b. Developer shall comply with the City’s Environmental Policy at all times. Unless otherwise specified, Developer is responsible for meeting all the requirements of this Section 10.

c. Developer shall be responsible for obtaining all Environmental Approvals (other than City-Provided Governmental Approvals) required to perform its obligations under this Schedule 15 and the Agreement. Developer shall provide copies of each Developer obtained Environmental Approval to the City prior to commencing any part of the Work that is regulated by such Environmental Approval.

d. To the extent allowed by Law, subject only to the express provisions of the Agreement and without limiting Developer’s own obligations to comply with all other Environmental Requirements applicable to the Project and the Work, the City hereby delegates to Developer, and Developer hereby accepts, all of the City’s obligations, commitments and responsibilities for environmental management and environmental compliance on the Triangle, except the Coliseum Parking Lots, in accordance with the requirements identified in this Schedule 15 and the Agreement. Developer shall also assist the City to implement any and all non-delegable obligations, commitments and responsibilities regarding applicable Environmental Law and Environmental Approvals.

e. Developer shall be responsible for creating environmental awareness among all Project personnel, ensuring completion of environmental tasks and mitigation, and documenting that the environmental aspects of the Work are completed in accordance with all applicable Environmental Law, Environmental Approvals, the Environmental Compliance Work Plan (ECWP) and the provisions of this Schedule 15 and the Agreement.

f. Except as provided otherwise in this Schedule 15 and the Agreement, Developer shall in performing the Work:

i. comply with all Environmental Law;

ii. comply with all conditions and requirements imposed by all Governmental Approvals and Permits and all City-Provided Governmental Approvals;

iii. perform all commitments and mitigation measures set out in all Environmental Approvals, all other Governmental Approvals and Permits and all City-Provided Governmental Approvals; and
iv. prepare all information and submissions required by, or necessary to maintain in full force and effect, all City-Provided Governmental Approvals and all other Environmental Approvals.

g. For certainty, the provisions of this Section 10, including all obligations of Developer hereunder, are (except to the extent otherwise expressly provided herein) without prejudice to Developer’s rights and obligations arising as a result of the occurrence of any Supervening Event.

10.2 ENVIRONMENTAL COMPLIANCE WORK PLAN

a. Developer shall prepare an Environmental Compliance Work Plan (“ECWP”) for the Project based on the requirements specified below specifically identifying all of the environmental compliance requirements for the Project, including Developer’s approach and schedule for complying with those requirements. All post-construction monitoring requirements shall be identified.

b. The ECWP shall be subject to City Approval and shall be submitted to the City for Approval no later than 30 Calendar Days prior to commencement of the D&C Work.

c. At a minimum, the ECWP shall include or describe:

i. all elements required by Environmental Law and Environmental Approvals, including all Governmental Approvals and Permits required to complete the Work;

ii. a description of the means and methods to meet all Environmental Requirements during both the Construction Period and the Operating Period;

iii. a description of the process for tracking and documenting the progress and completion of all Environmental Requirements throughout the Construction Period and the Operating Period;

iv. a description of how information related to progress, completion and compliance with Environmental Requirements will be recorded and communicated to the City;

v. a description of the roles, responsibilities and qualifications for all members of Developer’s environmental management team, including the Environmental Compliance Manager (ECM) discussed below; and

vi. a procedure and process for ensuring environmental compliance training for all worksite personnel.

10.3 ENVIRONMENTAL COMPLIANCE PERSONNEL

a. Developer shall employ and utilize on the Project an ECM and Erosion Control Supervisor (ECS). It is acceptable for the ECM to serve as the ECS if the ECM has the appropriate experience and credentials for the position.

b. The ECM shall:

i. be responsible for ensuring compliance with all Environmental Requirements and commitments (without limiting Developer’s obligations with respect to such compliance);

ii. implement all off the environmental design, construction and operational commitments, all Environmental Requirements, and all conditions of the Environmental Approvals for the Project;
iii. be the primary liaison between Developer and the City on environmental issues;

iv. lead a field review with the City to discuss environmental issues every month during active construction periods; and

v. have the authority to stop construction Work if activities jeopardize Environmental Laws, Environmental Approvals, the City’s Environmental Policy, or human health and safety.

c. The ECWP shall be updated and submitted monthly, to document any pertinent discussions that occur during the environmental field reviews or completion of Environmental Requirements.

10.4 GENERATOR STATUS AND HAZARDOUS SUBSTANCE LIABILITY AND COST RECOVERY

a. As between the City and Developer:

i. Developer shall be deemed the sole generator under 40 C.F.R. Part 262 and the arranger under CERCLA Section 107(a) with respect to any Developer Release of Hazardous Substances.

ii. The City shall be deemed the generator under 40 C.F.R. Part 262 and the arranger under CERCLA Section 107(a) with respect to any Hazardous Substances generated and disposed of off-site as part of the Work and for which Developer is not identified as the generator and arranger pursuant to Section 10.4a.i; provided that, to the extent that Developer fails to utilize disposal sites or transporters of such Hazardous Substances in accordance with a City-approved Materials Management Plan (MMP), or to otherwise follow the requirements of such MMP, Developer shall be deemed to be the generator and arranger of such Hazardous Materials.

b. Notwithstanding Section10.4a, and subject always to Developer’s rights arising as a result of the occurrence of a Supervening Event, Developer shall remain responsible for Release of Hazardous Substances manifests (including generator signature only to the extent of Developer’s responsibilities under Section 10.4a.i), transport, recordkeeping, handling and remediation pursuant to this Schedule 15 and the Agreement, including the Environmental Compliance Work Plan.

c. To the extent the City:

i. assumes responsibility, in whole or in part, for the identification, management, removal and/or disposal of Hazardous Substances; or

ii. is otherwise liable for costs associated with Hazardous Substances in connection with a Supervening Event

the City may take such actions necessary to preserve its claims against other potentially responsible parties for any such costs, provided such actions do not adversely affect the Project Schedule or increase Developer’s costs or liability except to the extent such adverse effects, costs or liability are taken into account in connection with the resolution of such Supervening Event.

10.5 COLISEUM PARKING LOT (VASQUEZ BOULEVARD AND I-70 SUPERFUND SITE, OPERABLE UNIT 2)

a. Following Developers decommissioning or demolition in accordance with Section 6.4.4, the City will undertake the remediation of the City-owned portion of Operable Unit 2 as described in Schedule 4 (Phasing Requirements) to standards protective of
the uses described in Developer’s final site plan, with the goal of remediating such portion of the site to standards protective of residential use to the extent practicable. Notwithstanding the foregoing, as part of its remedial undertaking the City may elect to record covenants on title to such portion of the Site that restrict groundwater use and require the Developer and any future owner to install and maintain engineering controls in structures to eliminate exposure to groundwater contamination and any associated soil vapor contamination.

b. Developer shall not be responsible for any remediation or environmental compliance associated with the City-owned portion of Operable Unit 2 prior to the City’s remediation of the City-owned portion of Operable Unit 2.

c. Following the remediation of the City-owned portion of Operable Unit 2, Developer shall assume responsibility for all environmental compliance associated with the City-owned portion of Operable Unit 2 including the requirements in this Section 10.

10.6 ENVIRONMENTAL RESOURCES REQUIREMENTS

10.6.1 Biological Resources

Developer shall, to the extent applicable to the Project and subject to (modifications to project commitments) in the Agreement, comply with the requirements set forth in the any City-Provided Governmental Approvals.

10.6.2 Air Quality and Emissions

a. Developer shall submit, as applicable, an Air Pollution Emission Notice to the Colorado Department of Public Health and Environment (CDPHE) Air Pollution Control Division.

b. Developer shall obtain and comply with all necessary air quality permits, which may include but are not limited to a Construction Permit, Fugitive Dust Permit, or Stationary Source Air Quality Permit.

c. Developer shall prepare a ‘Methane, Odor and Dust Control Plan’ and implement a Construction Air Quality Plan. The Construction Air Quality Plan shall cover all construction Work activities.

d. Developer shall utilize Best Management Practices to minimize dust and emissions and prevent visible fugitive dust from leaving the site. The plans will be a tool to control activity and deploy Best Management Practices consistent with, but not limited to, the following:

i. require construction vehicle engines to be properly tuned and maintained.

ii. use water or wetting agents to control dust.

iii. have a wheel wash station and/or crushed stone apron (tracking pad) at egress/ingress areas to prevent dirt being tracked onto public roads.

iv. use sweepers to remove dirt tracked onto roads; and

v. use a binding agent for long-term excavated materials.

e. Developer shall minimize excessive idling of inactive equipment or vehicles. All vehicles and equipment shall comply with the idling restrictions and opacity requirements of the City and County of Denver’s Code of Ordinances, including Chapter 4 Air Pollution Control, Article IV Mobile Sources.

f. Developer shall locate stationary emissions equipment with consideration of public health and environment and minimize excessive idling of inactive equipment or vehicles.
g. Developer shall develop and submit to the City a plan to minimize dust and address reasonable concerns of neighbors, above and beyond regulatory requirements, for Work along Brighton Boulevard to residential properties.

10.6.3 Noise Mitigation

a. Developer shall develop and submit to the City a Noise Control Plan that outlines allowable daytime construction, Project noise levels, and locations and types of noise abatement measures required to meet specific noise limits for the associated construction Work.

b. Normal construction hours (in reference to construction noise) in the City are defined as between 7:00 a.m. and 9:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday and Sunday. Nighttime construction Work is generally not permitted. If Developer seeks to perform construction Work outside of the permitted hours, Developer shall secure any necessary construction noise variances from the Denver Board of Public Health and Environment prior to commencement of construction Work. Variances are granted for traffic and public safety concerns only, and not for scheduling purposes.

10.6.4 Vegetation Removal

a. An Integrated Noxious Weed Management Plan shall be submitted for Approval prior to commencement of construction Work.

b. Developer shall use a weed-free native seed mix for re-vegetation of native areas.

c. Developer shall create and comply with a Tree Protection and Monitoring Plan, in compliance with the Technical Requirements and City standards and specifications.

10.6.5 Protection of Birds

a. Developer shall conduct preconstruction surveys of potential breeding habitat for migratory birds and raptors within construction areas.

b. Raptor nest surveys shall be conducted to evaluate the presence of active raptor nests within the Triangle. If an active nest is located, Developer shall contact the City, Colorado Parks and Wildlife, and the U.S. Fish and Wildlife Service regarding use of seasonal buffers to prevent disturbance to nesting birds. Human encroachment is restricted to 1/3 mile radius of active red-tailed hawk nests beginning February 15 to July 15. Land clearing activities shall be timed to avoid the breeding season to avoid active bird nests.

10.6.6 Threatened and Endangered Species

a. Developer shall comply with the Endangered Species Act of 1973 at all times.

b. Developer shall coordinate the Project such that any threatened or endangered species identified during the Project are protected pursuant to Federal law.

10.6.7 Water of the U.S.

a. No jurisdictional waters of the U.S. are known within the Triangle.

b. If jurisdictional waters of the U.S. are found, Developer shall be responsible for acquiring and implementing the conditions of any permit pursuant to Section 404 of the Clean Water Act.

10.6.8 Animal Feeding Operations

To the extent Developer construction activities impact any permitting or compliance controls associated with Animal Feeding Operations, Developer shall be responsible for implementing
mitigation actions that minimize impacts on Site activities and facilitate on-going events, to the
greatest extent practicable.

10.6.9 Ground Water
a. If encountered, Developer shall be responsible for controlling and disposing of all water
during construction Work.
b. Developer shall provide the City with copies of all construction dewatering applications,
permits, and correspondence with CDPHE.

10.6.10 Vibration
[To be provided in Addendum]

10.6.11 Environmental Workforce Training for Construction Personnel
a. Developer will implement a program consistent with legal and regulatory requirements,
including asbestos awareness training.
b. Developer is responsible for the maintenance of the institutional controls regarding
methane emissions.
c. Developer shall not violate the land use restrictions that the City has placed on the Bus
Barn parcel.
d. Developer will notify the City of any visual or other indications related to subsidence at
the Former Bus Barn. Developer will work with the City to facilitate timely access to
remedy or mitigate the subsidence.

10.7 WORK SITE HAZARDS
a. Hazardous Substances may exist on the surface, subsurface, in groundwater, or on
structures to be demolished, and may be mixed with soil, water, and/or other waste
materials.
b. Without limiting its obligations under any other provision of the Agreement or its rights
under the Agreement arising as a result of the occurrence of a Supervening Event,
Developer shall read, conduct diligence and be deemed to have knowledge of, all
environmental due diligence materials included in the Technical Requirements and
Reference Documents, including the subsurface investigation report referenced in this
Section 10.7. If Developer deems it prudent for planning, scheduling, regulatory or
other purposes, Developer may conduct investigations to identify and evaluate
environmental conditions on the Triangle, excluding the Coliseum Parking Lots.
Subject to the express terms of the Agreement, such additional investigations shall be
at the sole cost and responsibility of Developer. Any such investigations shall be
undertaken by Developer prior to completion of the Public Elements D&C, regardless
of whether such diligence relates to the Public Elements Property or the Private
Elements Property. Developer shall not receive additional environmental diligence
periods in connection with the subsequent Takedown Parcels.
c. Except as specifically detailed in the section Coliseum Parking Lots (Vasquez 170
Superfund Site, Operable Unit 2), Developer shall be responsible for the identification
and management of all environmental compliance during all phases for the term of the
Agreement. The City is providing an Environmental Conditions Assessment as
background for Developer. It should not be relied upon for compliance or management
purposes.
d. Under all circumstances, Developer shall comply with General Condition 808.
For Hazardous Substances identified in the Agreement, whether in the Technical Requirements or Reference Documents, and any Hazardous Substances identified by Developer as a result of environmental investigations prior to completion of the Public Elements D&C, Developer shall be responsible for the identification, investigation, removal, treatment, storage, transportation, management and disposal of such Hazardous Substances prior to completion of the Public Elements D&C in compliance with the Environmental Requirements, Environmental Law, and applicable Government Approvals. Developer shall provide all qualified staff and equipment to respond to Hazardous Substances in accordance with and to the extent required by such requirements. Developer shall be responsible for all coordination with appropriate government agencies, and for any Approvals or Permits required for the management, transportation and/or disposal of any Hazardous Substances. Developer shall haul any material required to be disposed at the Denver Arapahoe Disposal Site (DADS), provided that DADS accepts such material. Any materials that DADS will not accept must be transported and disposed of at a facility licensed to dispose of such material.

Developer shall develop a MMP and a Health and Safety Plan (HASP) to be submitted for Approval by the City prior to commencement of construction Work. Developer shall comply with all provisions set forth within the MMP and HASP. The City will develop a separate MMP and HASP for all work associated with the remedial work in the Coliseum Parking Lot. Developer shall maintain documentation of all activities related to the HASP during construction Work and shall make all documents available for review upon request. Developer shall not discuss or negotiate with any regulatory agencies or third parties on behalf of the City, without express written approval. Developer shall notify the City within 24 hours if contacted by any regulatory agencies or third parties concerning Hazardous Substances associated or potentially associated with the Project.

Developer shall comply with Section 5.5 of the Regulations Pertaining to Solid Waste Sites and Facilities and the Air Quality Control Commission’s Regulation 8, Part B.

In the event that Developer identifies any Hazardous Substances on the Triangle, excluding the Coliseum Parking Lots, following the completion of the Public Elements D&C, Developer shall be responsible for the identification, investigation, removal, treatment, storage, transportation, management and disposal of such Hazardous Substances in compliance with the requirements of this Section 10.7 at its sole cost and expense, provided that the City does not chose to assume responsibility, in whole or in part, in its sole discretion, for the identification, management, removal and/or disposal of such Hazardous Substances; or is otherwise liable for costs associated with Hazardous Substances in connection with a Supervening Event.

### CULTURAL RESOURCES

#### 10.8.1 Historic Resources and Mitigation

The work to complete the mitigation for historic properties shall be carried out by a person or persons meeting the Secretary of the Interior’s Professional Qualification Standards for History or Architectural History as published in 36 CFR 61. Historic Resources and Mitigation

#### 10.8.2 Archaeological Resources

a. In the event of discovery of historic or archaeological objects features, sites or human remains, Developer shall:
   i. immediately suspend construction Work in the vicinity (minimum 50 foot buffer around the perimeter) of the discovery if a suspected historic, archaeological,
or paleontological item, feature, or site is encountered or if suspected human remains are encountered.

ii. notify the City orally and in writing of the location and nature of the discovery and to assess the nature of the discovery and determine the necessary course of action.

iii. protect the discovered objects or features and provide written confirmation of the discovery to the City within two Calendar Days.

iv. work with the City to determine the necessary course of action.

b. Developer shall not resume construction Work in the area until receiving formal notification from the City allowing construction Work to re-commence.

10.8.3 Paleontological Resources

[To be provided in Addendum]

10.9 ENVIRONMENTAL PERMITS AND APPROVALS

Developer shall be responsible for identifying and obtaining and complying with all governmental and agency permits, approvals, and City policies required for the Work, as expanded in this Section 10.9., and for complying with all Environmental Laws, potentially including but not limited to the environmental permits and Laws listed below in Sections 10.9.a.i. to 10.9.a.xv.

<table>
<thead>
<tr>
<th>Permits/Approvals</th>
<th>Permitting Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Construction Dewatering Permit</td>
<td>CDPHE Water Quality Control Division (WQCD)</td>
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<td>ii. Demolition Permits</td>
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<td>iii. Construction Noise Variance Permit</td>
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<td>iv. Erosion Control Permit</td>
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<td>v. CPDS Stormwater Construction Permit/CCD</td>
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<td>vi. Dust Suppression</td>
<td>City and/or CDPHE Air Pollution Control Division</td>
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<td>vii. Nest Take Permit</td>
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<td>viii. Tree Removal Permit</td>
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<td>ix. CDPHE Colorado Discharge Permit System (CDPS)</td>
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<td>Storm-water permit associated with construction activity</td>
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<td>x. Construction Activities Stormwater Discharge Permit (CASDP)</td>
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<td>xi. Notification as Resource Conservation and Recovery Act (RCRA) hazardous waste generator (encountering asbestos containing building materials)</td>
<td>CDPHE Hazardous Materials and Waste Management Division</td>
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<td>xii. Air Pollution Emission Notice (APEN), Fugitive Dust Permit, and Construction Permit</td>
<td>CDPHE Air Pollution Control Division</td>
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<td>xiii. Stationary Source Air Quality Permit (Emissions from portable units, such as rock crushers, generators,</td>
<td>CDPHE Air Pollution Control Division</td>
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<td>asphalts plants, and cement plants, used during construction)</td>
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<td>xiv.</td>
<td>CCD Executive Order 115 Required use of Denver-Arapahoe Disposal Site (Landfill)</td>
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<td>xv.</td>
<td>CCD Executive Order 123</td>
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<td>xvi.</td>
<td>State Register Act concurrence</td>
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Section 11
Drainage

11.1 PURPOSE
Developer shall be responsible for the design, installation and construction of all drainage systems and outfalls required for the D&C Work.

11.2 GENERAL
11.2.1 Developer Scope
a. Developer shall ensure a complete storm drainage system for the Site that has the capacity to intercept and remove surface 100-year runoff and:
   i. with respect to the portions north of I-70, tie into the existing drainage facilities under construction in Phases 1 & 2; and
   ii. south of I-70, remove flows from the Coliseum parking lot via the west.
b. Developer shall comply with the requirements of the NWC Design Standards and Guidelines as they pertain to the drainage scope.

11.2.2 Reference Documents
The reports provided in the Reference Documents provide concepts for drainage design within the Site and outside of the Site, detention and general location for permanent water quality features.

11.2.3 Software
a. Subject to Section 11.2.3b, Developer shall use the following software in performing drainage design calculations:
   i. CUHP/EPA-SWMM;
   ii. USACE, HEC-RAS;
   iii. FHWA, HY-8;
   iv. In Roads Storm and Sanitary; and
   v. FLO-2D.
b. Developer may propose alternative software packages to perform software calculations, the adoption of which shall be subject to City Approval.

11.3 ADMINISTRATIVE REQUIREMENTS
11.3.1 Permits
a. Developer is responsible for obtaining a Sewer Use and Drainage Permit, in accordance with the Project Standards.
b. Developer shall be responsible for obtaining a CASDP and shall comply with all stormwater Permit requirements until final stabilization has been achieved and until the CASDP is closed. This includes the maintenance of all Best Management Practices, maintenance of all seeded/landscaped areas, and removal of all Best Management Practices once all erosion potential has been eliminated.
c. The Developer may seek to modify the CASDP in accordance with permit requirements.
d. Developer shall comply with the Storm Drainage Design Criteria Manual for water quality.

e. The Developer shall restore existing water quality facilities impacted by D&C Work pursuant to the Storm Drainage Design Technical Criteria Manual and CASDP requirements.

11.3.2 Storm Water Management Plan

a. Developer is required to provide a SWMP that complies with the Project Standards.

b. The SWMP shall be updated and submitted to the City to document changes to design and construction activities.

c. The Developer shall submit updates to the SWMP Site map monthly, revising to incorporate the progress of the D&C Work.

d. The SWMP shall clearly describe the installation and implementation specifications for each structural best management practice. Nonstructural best management practices such as treatment, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage shall also be described.

11.3.3 Senate Bill 15-212

a. Senate Bill 15-212 requires the reporting of information (including location, size, and design data) for all storm water detention and infiltration facilities becoming operational after August 5, 2015.

b. Developer shall complete and submit the Design Data Worksheet for the detention facility. Developer shall coordinate with Urban Drainage at udfcd@udfcd.org regarding this responsibility.

11.3.4 Dewatering Permits

a. Developer shall be responsible for Permit requirements associated with dewatering for both the Construction Period and the Operating Period. Permits required may include construction dewatering discharge permits, remediation activities discharge permits, or subterranean groundwater permits or well development permits. The Permits shall remain the responsibility of the Developer following Substantial Completion and through the Operations Period.

b. Refer to Section 13 of this Schedule 15 for additional dewatering requirements for the Bettie Cram Underpass.

11.4 DESIGN REQUIREMENTS

11.4.1 Data Collection

a. Developer is solely responsible for obtaining all relevant storm drainage improvement plans, drainage planning studies, and drainage reports for the D&C Work.

b. The Developer is solely responsible for obtaining existing and future land use information from the City and shall design facilities to be compatible with drainage systems, existing or proposed, on adjacent properties with no adverse impacts.

c. For reference only, certain drainage structure surveys may be provided in the Reference Documents. It is Developer’s responsibility to supplement this information as necessary to secure approval of permits and design plans.

d. Developer shall perform such detailed mapping and surveys as it determines necessary to verify locations of existing drainage and Utility features necessary for the
projected drainage design. Developer shall verify or identify boundaries, flow patterns, and land use of drainage basins based on field observations.

11.4.2 Ultimate Design
a. Developer shall design and construct all drainage facilities to the ultimate design within the Site.
b. Developer shall design and construct all ponds for the ultimate design within the Site.
c. Developer may be required to make improvements to downstream facilities outside of the Site if necessitated by the final site design, Utility relocations and/or previous drainage assumptions. These improvements would be at Developers cost.

11.4.3 Surface Hydrology
Developer shall perform hydrologic analyses for all drainage basins within the Site and outside of the Site that are adjacent to and contribute runoff to the Site.

11.4.4 Design Frequencies
The design frequency for the minor and major storm shall be as specified in the Storm Drainage Design Technical Criteria Manual.

11.4.5 Precipitation
Developer shall design all drainage elements using the precipitation data given in Storm Drainage Design Technical Criteria Manual provided that such data establishes the minimum design criteria for such elements and the use thereof does not relieve the Developer of any risks, responsibilities or liabilities that it otherwise assumes pursuant to the Agreement (including in relation to the risk of flooding).

11.4.6 Floodplains
a. Developer shall coordinate all impacts to FEMA regulated floodplains and changes to bridges and structures located in FEMA regulated floodplains with the City, FEMA, UDFCD, and the City floodplain administrator.
b. Developer shall obtain and comply with local floodplain development Permits as well as applicable National Flood Insurance Program requirements.
c. As required by the FEMA or City floodplain administrator, Developer shall develop hydraulic models of the waterways and crossing structures to demonstrate hydraulic performance of new structures and existing structures.
d. Developer shall apply for, obtain, and submit CLOMR and LOMR to the City, for Acceptance and appropriate owner signatures, if required.
e. Developer shall be responsible for all FEMA and other agency fees.
f. The Developer shall obtain floodplain development Permits as required by the City.
g. The Developer shall be responsible for and comply with submittal schedules as required by all reviewing agencies.

11.5 CONSTRUCTION REQUIREMENTS
a. The Site is subject to localized flooding. Developer shall be responsible for protecting and preserving public and private property from damage resulting directly or indirectly from stormwater runoff within, along, or adjacent to the Site during construction of all improvements.
b. Developer shall review drainage studies and evaluate construction methods and staging during the design phase and include provisions to maintain positive drainage at all times during construction.

c. Developer shall:
   i. store materials in areas where damage from flood waters is not likely to occur;
   ii. adequately perpetuate historical flows and conditions; do not decrease conveyance capacity of stormwater flow paths without first installing conveyance, either temporary or permanent;
   iii. maintain such conveyance for all Project flow areas and conveyance facilities, both temporary and permanent;
   iv. include necessary upstream collection facilities and extend the conveyance system downstream to a reasonable outfall location;
   v. construct downstream facilities, either temporary or permanent, to safely convey flows to an acceptable outfall location before diverting flows from historical patterns;
   vi. install drainage elements, including but not limited to, inlets, lateral connections, storm drains, channels, and reinforced concrete boxes, to the appropriate outfall and progress with construction in a sequential manner that convey flows as designed;
   vii. provide temporary flow conveyance if construction of the outfall cannot be completed before direct connection of upstream drainage features; and
   viii. all existing drains prior to the start of D&C Work.

d. The surface area of erodible earth material exposed at one time by clearing and grubbing and earthwork operations shall not exceed the requirements of the CASDP.

11.6 DRAINAGE REPORTS

11.6.1 Preliminary Drainage Report

a. Developer shall provide a Preliminary Drainage Report for the Site. The Preliminary Drainage Report shall consider and be based upon the Drainage Report and Memo for the Phase 1 and 2 area.

b. The Preliminary Drainage Report contents shall, at a minimum, meet the requirements for Preliminary Drainage Reports specified in Section 2.4.1 of the Storm Drainage Design Technical Criteria Manual.

11.6.2 Final Drainage Reports

a. Developer shall provide a Final Drainage Report Requirements for Final Drainage Reports are found in the Storm Drainage Design Technical Criteria Manual for Final Drainage Report contents.

b. The Developer shall submit to the City for Acceptance an electronic copy of the Preliminary Drainage Report, and all Interim Drainage Reports.

c. The reports submitted to the City must be in PDF format and signed and sealed by a Colorado licensed professional engineer.

d. The Final Drainage Report shall include electronic copies of all computer analysis input and output files in the native file format.
11.6.3 Drainage Plans

a. Preliminary Drainage Plans
   i. Developer shall prepare plans for all drainage related facilities for the D&C Work in a format that follows the Storm Drainage Design Technical Criteria Manual.
   ii. Developer shall provide Preliminary Drainage Plans concurrently with the Preliminary Drainage Report. The Preliminary Drainage Plans shall at a minimum meet the requirements as specified in Section 2.4.2 of the Storm Drainage Design Technical Criteria Manual.
   iii. Plans shall be submitted with changes to design.

b. Final Drainage Plans
   i. Developer shall provide a Final Drainage Plan. The Final Drainage Plan shall meet the requirements as specified in Section 2.5.3 of the Storm Drainage Design Technical Criteria Manual for Final Drainage Plan Contents.

11.6.4 Deliverables

a. At a minimum, Developer shall submit the following to the City for Information, Acceptance, or Approval in accordance with the specified timeframes:

<table>
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<tr>
<th>Deliverable</th>
<th>Information, Acceptance or Approval</th>
<th>Schedule</th>
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<tr>
<td>i. Final Drainage Report</td>
<td>Acceptance</td>
<td>Prior to commencement of D&amp;C Work</td>
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<tr>
<td>ii. Final Drainage Plan</td>
<td>Acceptance</td>
<td>Prior to commencement of D&amp;C Work</td>
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<tr>
<td>iii. Preliminary Drainage Report</td>
<td>Acceptance</td>
<td>Concurrent with Preliminary (30% Level) Plan Package</td>
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<tr>
<td>iv. Preliminary Drainage Plans</td>
<td>Acceptance</td>
<td>Concurrent with Preliminary (30% Level) Plan Package</td>
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<tr>
<td>v. Preliminary Storm Sewer Project Review (SSPR) Package</td>
<td>Review and Comment</td>
<td>Concurrent with Preliminary (30% Level) Plan Package</td>
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<tr>
<td>vi. 100% SSPR Package</td>
<td>Review and Comment</td>
<td>Prior to 100% design documents</td>
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<tr>
<td>vii. Final SSPR Package (RFC documents)</td>
<td>Approval</td>
<td>Stamped 100% design for regulatory approval and construction</td>
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<td>viii. Pond Certification Letter</td>
<td>Acceptance</td>
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<td>ix. Temporary Drainage Plans</td>
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<td>Concurrent with Temporary Traffic Control Plan (TCP)</td>
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<td>x. Pipe Abandonment Locations</td>
<td>Approval</td>
<td>Prior to Abandonment</td>
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<td>xi. Pipe Reuse Locations</td>
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<td>xii. CLOMR</td>
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<td>If necessary, prior to RFC Documents</td>
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<td>Deliverable</td>
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<td>xiii. LOMR</td>
<td>Acceptance</td>
<td>Prior to Substantial Completion</td>
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<td>xiv. SWMP</td>
<td>Approval</td>
<td>Prior to RFC Documents</td>
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<tr>
<td>xv. SWMP Site Map Updates</td>
<td>Acceptance</td>
<td>Monthly during the Construction Period</td>
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<td>xvi. Sampling Schedule for pipe selection</td>
<td>Information</td>
<td>30 Calendar Days after issuance of NTP 1</td>
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<tr>
<td>xvii. Micro tunneling and/or pipe jacking materials means and methods of installation</td>
<td>Acceptance</td>
<td>Prior to RFC Documents</td>
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<td>xviii. Pipe connections to manholes with material other than concrete</td>
<td>Information</td>
<td>Prior to RFC Documents</td>
</tr>
<tr>
<td>xix. Groundwater Elevation Plans</td>
<td>Information</td>
<td>Concurrent with Preliminary (30% Level) Plan Package</td>
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<tr>
<td>xx. Information required for the statewide notification compliance portal</td>
<td>Acceptance</td>
<td>Prior to Final Acceptance</td>
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Section 12
Roadways

12.1. PURPOSE

a. The Triangle development is an integral part of the larger transportation network connecting the NWC Campus, adjacent neighborhoods and the City as a whole.

b. The overall connectivity vision for the NWC Campus and Triangle development was developed in the National Western Center Master Plan, National Western Center Multi-Modal Connectivity Framework Plan and further refined in the development of the campus Phases 1 & 2 documents.

c. This Section 12 shall apply to all areas subject to vehicular traffic including roads, parking areas, service and loading areas, and occasional traffic (such as but not limited to walkways, plazas, bicycle paths and landscaped areas), including the following roadway types:
   i. roadways;
   ii. alleys; and
   iii. walkways, bikeways and pedestrian areas.

12.2. DEVELOPER SCOPE

a. Developer shall design and construct all roadways, and associated roadway items, including but not limited to:
   i. earthwork;
   ii. pavements;
   iii. curbs;
   iv. medians;
   v. curb ramps;
   vi. bicycle paths;
   vii. sidewalks;
   viii. amenity zones (including any proposed LID features);
   ix. islands;
   x. driveways;
   xi. fences
   xii. incidentals; and
   xiii. other roadside items.

b. The location of Developer’s roadway design and construction work associated with the Triangle, shall generally consist of the following:
   i. Bettie Cram Drive¹;
   ii. 47th Ave;

¹ Exhibit to be provided in the Reference Documents that more specifically defines the end of the Phases 1 & 2 work to be completed by others and the beginning of Triangle D&C Work in a subsequent Addendum.
iii. North/South Street;
iv. 46th Ave as detailed in the National Western Center Master Plan; and
v. any other roadway or alley as ultimately determined by the City in response to the Developer’s development plan.

c. Developer shall, at a minimum, provide roadway connectivity at the following locations:
i. Bettie Cram Drive connection from NWC Phases 1 and 2;
ii. 47th Avenue at Brighton Blvd;
iii. National Western Drive South at 46th Avenue;
iv. National Western Drive South at Bettie Cram Drive;
v. 44th Street at 46th Avenue; and
vi. additional connectivity as required.

d. The Developer shall design and construct all roadways and alleys in accordance with the Project Standards, unless otherwise required in this Section.
e. Alternative roadways, alleys, walkways, bikeways, and pedestrian areas may be proposed by Developer but shall be subject to approval by the City, as well as in accordance with the Site Development Plan approval process.
f. The Developer shall conduct all required studies including but not limited to:
i. traffic;
ii. signal;
iii. drainage;
iv. parking;
v. bicycle; and
vi. pedestrian.
g. Section 18 contains the requirements for bicycle and pedestrian paths. These requirements shall be read in conjunction with the requirements of this Section 12.

12.3. REQUIREMENTS

12.3.1 Alignments
a. All horizontal and vertical geometry for roadways shall meet all requirements of the Project Standards, unless otherwise required in this Section.
b. A matrix of relevant design criteria for City streets is provided in the Reference Documents.
c. If required, horizontal and vertical alignments for reconstruction of existing roadways may match existing conditions.

12.3.2 Stopping sight distance
a. Stopping sight distances and decision sight distances shall meet or exceed the requirements of the Project Standards.
b. Application of roadway and pedestrian sight distance triangles required for the design of roadway intersections, alleyways, and driveways, shall be in accordance with the Project Standards, specifically the AASHTO and City Design Criteria.

12.3.3 Vehicular Barriers
a. Barriers, bollards, or other protection shall be provided, as required, to prevent vehicles from leaving the roadways and entering walkways, pedestrian areas and facility access areas that are closed during events.

b. Barriers, bollards, or other protection shall be consistent with the aesthetics and character of the Project, in accordance with Section 17.

c. Barriers, bollards, or other protection shall be approved by the Denver Fire Department and the City.

12.3.4 Traffic Signals, Signage, and Pavement Markings

a. Developer is required to undertake a Traffic Impact and Mobility Study for existing and proposed roadways within the Triangle, accounting for the entire NWC Campus. The Traffic Impact and Mobility Study undertaken for Phases 1 & 2 is provided in the Reference Documents.

b. If, as a result of the Traffic Impact and Mobility Study, signalization of any intersections is warranted by MUTCD Signal Warrants, including intersections outside of the Triangle, such signals shall be designed and constructed by Developer.

c. The Developer shall design and install signals at the following intersections:
   i. National Western Drive N at East 51\textsuperscript{st} Avenue
   ii. National Western Drive N at Bettie Cram Drive
   iii. Bettie Cram Drive at National Western Drive South
   iv. National Western Drive South at East 46\textsuperscript{th} Avenue
   v. East 48\textsuperscript{th} Avenue at Brighton Boulevard

d. All traffic signals both new and those subject to modifications shall be designed in accordance with the Project Standards.

e. Roadway signs and pavement marking shall be designed in accordance with the Project Standards.

12.3.5 Curb and Gutter

a. All roadways shall provide curb and gutter on all new and reconstructed roadways. Alleys do not require curb and gutter. Alternatives may be proposed, subject to City approval.

b. Curb cuts shall be in compliance with the Project Standards.

c. Curb ramps shall be Americans with Disabilities Act (ADA) compliant and in compliance with the Project Standards. Curb ramps shall be provided at all new and reconstructed intersections. Curb ramps shall be directional unless otherwise restricted by right-of-way constraints, with City Approval.

12.3.6 Sidewalks, Amenity Zones, LID Bioretention Swales

a. All roadways shall have sidewalks meeting the Project Standards. Alternatives may be proposed, subject to City Approval.

b. Wider sidewalks, designed to shared use path standards, may be required. Individual sidewalk width shall be as determined by the pedestrian volumes estimated in the

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\(^2\) Access to construct signalized intersections in Phases 1 & 2 shall be subject to the Project License Start Dates for the adjacent Facilities as set forth in Schedule 13. The City to provide additional information regarding timing for Phases 1 & 2 Public Streets construction in a subsequent Addendum.
12.3.7 Roadway and Pedestrian Lighting
   a. Street lighting shall be provided and will meet the Project Standards, refer to Section 16 for additional requirements.

12.3.8 Proposed Alternatives to Roadway and Alley Criteria
   a. Alternatives to the standard vehicular roadway and alley may be proposed, if it is determined to better meet the needs of the site, while considering required mobility and connectivity with the neighborhood. Possible alternative roadways include, but are not limited to the following:
      i. shared streets
      ii. regular closure streets
      iii. festival streets
   b. Any proposed alternatives to the listed roadway criteria, such as private streets, shared streets, or some other alternative, must be reviewed and approved by the City.

12.3.9 Access Design
   Developer shall construct connecting roads, driveways, or curb cuts to provide access to property parcels where existing accesses have been disturbed or modified. Connecting roads and driveways shall be paved within the right-of-way limits in accordance with the Project Standards.

12.3.10 Transit coordination
   a. Developer shall coordinate with RTD on any bus operations going thru/to the site.
   b. Developer shall coordinate with the internal circulator shuttle / bus detailed in the National Western Center Master Plan.
   c. Developer shall provide passenger amenities and connections to/from existing and planned transit facilities, stops and circulators. Developer shall ensure safe, comfortable connections between local service and rail, complete with all necessary wayfinding signage and tools.
   d. Where new services/stops are added, facilities must be built to ADA standards/requirements.
   e. Southbound Route 48 at Brighton/49th is a key opportunity for improved amenities.

12.3.11 Americans with Disabilities Act
   a. Developer shall produce ADA compliant design for Approval by the City as part of the design plans for the entire Project. The Developer shall include a letter demonstrating that the Project complies with all applicable ADA requirements.
   b. Where curb ramps and sidewalks are to be removed and reconstructed, Developer shall provide and maintain an alternate ADA-compliant pedestrian access route at all times during construction, which shall comply with the temporary access requirements of any and all Permits.
   c. Additional ADA requirements are as follows:
      i. all new and reconstructed roadways, walkways, and pedestrian areas shall be constructed with ADA accessible facilities;
i. any Work that disturbs any portion of an intersection shall require the entire intersection be reconstructed as necessary to meet ADA requirements; and 

ii. in locations outside of the Site, Developer may evaluate existing conditions and provide documentation for Approval that the existing infrastructure is ADA compliant.

d. ADA-compliant curb ramps shall be constructed at all intersections.

12.4. PAVEMENTS

12.4.1 Design Requirements

a. Roadway pavements shall be designed in accordance with the Project Standards.

b. Developer shall be responsible for obtaining all additional information as required for pavement design, in accordance with Section 9.

c. In accordance with Section 9, Developer shall be responsible for any subsurface investigation necessary to complete the Work including design of all roadway pavements. For the purposes of this Section, roadway pavements are considered all those pavements proposed both within and adjacent to the Site.

d. For the purposes of this Section 12, pavements shall comply with the requirements of the Metropolitan Government Pavement Engineers Council (MGPEC) Pavement Design Standards.

e. Alternative pavement materials may be proposed, subject to City approval.

12.4.2 Roadway Pavement Analysis and Design

a. Developer shall develop the [ESAL’s] for all proposed pavements within and adjacent to the Project. For uniformity of pavement design recommendations, pavements designed by Developer shall follow the pavement design requirements set forth in the MGPEC Pavement Design Standards, for all roadway pavements. Construction of pavements shall follow Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction and any applicable Standard Special Provisions. Rigid pavement thicknesses shall include an additional ¼-inch, after rounding up to the closest ½-inch, to accommodate grinding at year 22. Example: A calculated design of 9.8" becomes 10.25" for plan thickness.

b. Developer shall be responsible for PCCP pavement joint design. PCCP joint design shall comply with the requirements of this Section 12, including the City Engineering Division Transportation Standards and Details and the CDOT M & S Standard Plans. The PCCP longitudinal and transverse joint designs shall be compatible with lane and shoulder configurations, as applicable. Longitudinal joints shall be placed adjacent to and within six inches of lane markings, as applicable.

c. Developer shall be responsible for pavement designs for temporary pavement and any other pavement identified during this Project. Any temporary pavement design by the Contractor shall be adequate for smooth travel at the posted speed limit and shall be maintained for the duration needed.

d. The pavement design for PCCP roadway pavements shall not include the structural component of the aggregate base course in the pavement design, as required in this Section, however a minimum of six inches of aggregate base course is required. Composite hot mix asphalt aggregate base course utilizing the structural component of the aggregate base course will be considered, based on swell and other factors. Any pavement underlain by aggregate base course and subgrade soil which classifies as A-6 or A-7-6 shall have a layer of separation geotextile between the subgrade and the aggregate base
course. Aggregate base course as defined in the CDOT Standards for Road and Bridge Construction and have a minimum R-Value of 78. Developer shall provide test data confirming the ABC meets all criteria for gradation, liquid and plastic limits, and R-Value.

e. Roadway pavements shall be designed for an initial Serviceability Index of 4.5 and end of design period Serviceability Index of 2.5. Reliability of 95% is required and is already part of the required MGPEC pavement design method.

f. The pavement shall be designed to comply with the City Engineering Division Transportation Standards and Details and constructed with adequate surface drainage to prevent pavement structure problems. Drainage slopes, both cross and longitudinal, shall meet the City Standards and Specifications.

g. A Pavement Design Report for all roadway pavements, including temporary pavements, shall be submitted to the City for Approval.

12.4.3 Pavement Types and Thickness Requirements

a. Pavement type and thickness design shall be performed by Developer after completion of its geotechnical investigations for final pavement design that provides the actual design subgrade support criteria, subject to field placement verification.

b. For roadways which use flexible pavement, Developer shall use the following appropriate grading and binder for hot mix asphalt as determined using the City Engineering Division Transportation Standards and Details:

i. all hot mix asphalt shall comply with MGPEC Item 20 specifications;

ii. concrete pavement shall be per CDOT Specification 412;

iii. concrete material shall be per CDOT Spec and 601, Class B, D or P, or MGPEC Item 30; and

iv. hot mix asphalt and PCCP mix designs shall be submitted to the City for Approval.

12.5. CONSTRUCTION REQUIREMENTS

12.5.1 Pavement Construction Requirements

a. Developer shall construct PCCP surface texture pursuant to CDOT Standard Specifications for Road and Bridge Construction.

b. Final thickness verification of roadway pavements, whether hot mix asphalt or PCCP, shall be determined in accordance with CDOT Specification 412.21. Final thickness verification of all pavements including bicycle, pedestrian, shared use paths, parking lots, and all other pavements, whether hot mix asphalt or PCCP, shall be determined by obtaining one random core for every 1000 square feet of pavement.

c. Where constructed pavement thickness is less than planned thickness by 0.25 inches, or more, the deficient pavement area shall be remediated by the contractor to the satisfaction of the City to meet the design thickness requirements.

12.5.2 Asphalt Pavement Warranty Definitions

a. Alligator Cracking means a series of interconnecting cracks caused by fatigue failure of the asphalt concrete surface under repeated traffic loading.

b. Bleeding means the accumulation of asphalt binder on the pavement surface.

c. Edge Cracking means edge cracks that are parallel to and usually within 1 to 2 feet of the outer edge of the pavement. This distress is accelerated by traffic loading and can be caused by frost-weakened base or subgrade near the pavement edge.
d. **Longitudinal Cracking** means cracks that are parallel to the pavement centerline, due to a poorly constructed paving lane joint, shrinkage of asphalt concrete, or a reflective crack caused by cracking beneath the surface course.

e. **Overlay** means the process of milling and replacing the existing surface with new asphalt concrete pavement. Should an asphalt overlay be necessary during the Warranty Period, the actual thickness shall be designed by the qualified Pavement Management Consultant.

f. **Potholes** means a bowl-shaped depression in the pavement surface. Potholes generally have sharp and vertical sides near the top of the hole. Potholes most often are structurally related distresses and should not be confused with raveling and weathering.

g. **Qualified Pavement Management Consultant** means an independent, licensed Professional Engineer, contracted with and paid for by the Contractor, approved by the City, experienced with pavement management and pavement evaluations.

h. **Raveling** means the wearing away of the pavement surface caused by the dislodging of aggregate particles due to the loss of asphalt binder.

i. **Roughness** means the measurement of vertical variance versus horizontal length; in the longitudinal direction.

j. **Rutting** means a surface depression in the wheel paths. Pavement uplift may occur along the sides of the rut, but in many instances, ruts are noticeable only after a rainfall when paths are filled with water.

k. **Shoving** means a permanent, longitudinal displacement of a localized area of the pavement surface caused by traffic loading. When traffic pushes against the pavement, it produces a short, abrupt wave in the pavement surface.

l. **Structural Distress** means distress directly related to the structural integrity of the pavement system including alligator cracking, edge cracking, longitudinal cracking, rutting, shoving, and potholes.

m. **Transverse Cracking** means cracks in the pavement perpendicular to the pavement centerline.

### 12.5.3 Pavement Performance Criteria

a. The performance criteria set forth herein are to be interpreted in accordance with the definitions for cracking, rutting, raveling, and potholes as found in the Distress Identification Manual for the Long-Term Pavement Performance Project May 2014, FHWA-HRT-13-092.

b. Table 4-1 depicts the minimum acceptable criteria for the performance items warranted.
Table 4-1 Minimum Acceptable Pavement Performance Criteria for the Warranty Period

<table>
<thead>
<tr>
<th>Performance Item</th>
<th>ASPHALT</th>
<th>CONCRETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rut depth, max. (inches)</td>
<td>&lt;1/4”</td>
<td></td>
</tr>
<tr>
<td><strong>Cracking</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transverse width, max. (inches)</td>
<td>&lt;1/4”</td>
<td></td>
</tr>
<tr>
<td>Transverse spacing, min (ft)</td>
<td>&gt;15</td>
<td></td>
</tr>
<tr>
<td>Longitudinal width, max (inches)</td>
<td>&lt;1/4”</td>
<td></td>
</tr>
<tr>
<td>Longitudinal length, max (feet)</td>
<td>&lt;20'/tenth lane mile</td>
<td></td>
</tr>
<tr>
<td><strong>Distress</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bleeding</td>
<td>none</td>
<td>PCCP Specific:</td>
</tr>
<tr>
<td>Raveling</td>
<td>none</td>
<td>• Scaling</td>
</tr>
<tr>
<td>Structural Distress: Alligator Cracking, Edge Cracking and Potholes</td>
<td>none</td>
<td>• Spalling</td>
</tr>
<tr>
<td>Depressions and Shoving: Max. (inches) over a 10-ft length or Max. (inches) for asphalt bridge approaches</td>
<td>&lt;1/4”</td>
<td>• Broken Slabs</td>
</tr>
<tr>
<td>Edge Drop off</td>
<td>&lt;1” if no curb &amp; gutter, &lt;1/2” if curb &amp; gutter</td>
<td>• Damaged/Missing Joint Sealant</td>
</tr>
</tbody>
</table>

Notes:
1. Rutting shall be the average of both wheel paths over a length of one-tenth of a mile (0.1 mile) measured with a 10-ft straightedge.
2. Longitudinal cracking includes joint separations.
3. Evaluation of transverse cracking in HMA will be evaluated for each area. Transverse cracking is not allowed in PCCP.
4. Raveling, potholes, shaving and transverse cracking will be evaluated on an individual basis.
5. Shoulders are not warranted for smoothness, depressions and shoving.

For smoothness quality control testing, the finished transverse and longitudinal surface elevation of pavements shall be measured using an Approved 10-foot straightedge. Areas to be measured shall be directed by the City. Developer shall furnish an Approved 10-foot straightedge, depth gauge and operator to aid the City in testing the pavement surface. Areas showing high spots of more than 3/16 inch in 10 feet shall be marked and diamond ground until the high spot does not exceed 3/16 inch in 10 feet. Grinding shall not reduce the planned pavement thickness by more than 0.25 inches. Cores shall be taken by Developer to verify minimum pavement thicknesses have been maintained. A minimum of one core shall be taken for every 100 cumulative lane-feet or fraction thereof per lane of diamond grinding, as directed by the City for roadway pavements. Where pavement
thickness is less than planned thickness by 0.25 inches, or more, the deficient pavement area shall be remediated by the contractor to the satisfaction of the City to meet the design thickness requirements.

12.6. DELIVERABLES

a. At a minimum, the Contractor shall submit the following to the City:

**Table 6-1 Deliverables**

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Review and Comment or Approval</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Geotechnical Investigation reports</td>
<td>Review and Comment</td>
<td>Within 30 calendar days following completion of the fieldwork</td>
</tr>
<tr>
<td>ii. Pavement Design Reports</td>
<td>Approval</td>
<td>Submitted with Design Packages</td>
</tr>
<tr>
<td>iii. PCCP Jointing Plan</td>
<td>Approval</td>
<td>Submitted with Design Packages</td>
</tr>
<tr>
<td>iv. PCCP mix designs</td>
<td>Approval</td>
<td>At the Pre-Paving Conference and at least 30 calendar days prior to the use of any PCCP on the Project; check the days on correlation tests</td>
</tr>
<tr>
<td>v. HMA mix designs</td>
<td>Approval</td>
<td>At the Pre-Paving Conference and at a minimum of 30 calendar days prior to the planned placement of any HMA on the Project</td>
</tr>
<tr>
<td>vi. Foundation Design Report</td>
<td>Approval</td>
<td>Concurrent with RFC package</td>
</tr>
<tr>
<td>vii. Final Traffic Impact and Mobility Study</td>
<td>Approval</td>
<td>Submitted with Design Packages</td>
</tr>
<tr>
<td>viii. 30% Transportation Engineering Design</td>
<td>Review and Comment</td>
<td>Submitted with Design Packages</td>
</tr>
<tr>
<td>ix. 100% Transportation Engineering Design</td>
<td>Review and Comment</td>
<td>Submitted with Design Packages</td>
</tr>
<tr>
<td>x. RFC Transportation Engineering Plans (Submittal to Development Services)</td>
<td>Approval</td>
<td>Concurrent with RFC package</td>
</tr>
</tbody>
</table>
Section 13

Bettie Cram Underpass

13.1 PURPOSE

a. Bettie Cram Street is the sole public roadway to traverse the campus in the East-West direction. The Bettie Cram Underpass includes the roadway crossing under all three railroads and the approaches.

b. The roadway has been constructed with a vertical clearance of 10'-3", with a temporary pavement surface.

c. Design plans were prepared by RTD for the final vertical clearance of 14'-0".

d. During construction of the interim improvements, RTD’s contractor encountered elevated levels of groundwater, which required treatment, and the City and RTD determined that portions of the proposed interim conditions would not be built until the final phase of construction.

e. Developer shall complete the underpass to its final 14'-0" vertical clearance, elevated sidewalks, and final paving and drainage systems and other requirements as outlined in this Section 13.

13.2 REFERENCE MATERIALS

Developer shall familiarize itself with current technical documents and site conditions including, but not limited to:

i. The Bettie Cram Underpass Existing Conditions and topographic information;

ii. Bettie Cram Underpass – RTD As-built plans (Leave Behind Plans);

iii. Existing geotechnical, environmental and groundwater surveys;

iv. Proposed roadway and drainage design information for Bettie Cram Drive west of the BNSF Underpass – Horizontal Design; and

v. NWC Design Standards and Guidelines.

13.3 DEVELOPER SCOPE

a. No changes to the roadway east of the BNSF bridges are contemplated in advance of the construction of the final condition improvements.

b. Developer shall verify and inventory all existing conditions and shall maintain the conditions as they exist at the time of the inventory.

c. Developer shall operate and maintain the existing improvements, including but not limited to the paving and walking surfaces, retaining wall, drainage and lighting systems- reference to appropriate schedule for O&M.

d. Developer shall design and construct the Bettie Cram Underpass as a public street and in such a manner that it meets all the requirements of Denver Public Right of Way design and construction criteria and standards, including the previously approved variance.

e. In certain very specific conditions, the City and the Metro Wastewater Reclamation District (MWRD) may permit the temporary discharge of construction groundwater when the discharge flows need only biologic treatment to meet all CDPHE criteria for discharge. Such permitting is on a case by case basis and is done at a cost as set by...
the MWRD. The Developer is advised to investigate this potential opportunity carefully prior to proposing this dewatering strategy in its plans.

f. Developer shall provide all necessary technical and legal support to provide applications, permits, and easements as further outlined in Section 15.

g. The design and construction of the underpass may be subject to certain requirements of the Regional Transportation District (RTD), Burlington Northern and Santa Fe Railroad (BNSF), Denver Rock Island Railroad (DRIR). The Developer is advised to investigate these requirements carefully in preparation for the work.

h. The Developer shall verify that existing improvements are compatible with the Final Conditions proposed in its plans. The Developer shall prepare a Design Memo indicating such to the City, including identifying any conditions that are believed to be sub-standard.

i. Unless otherwise specified in this Section 13, the design and construction of Betty Cram Underpass shall meet the requirements of relevant sections of Schedule 15.

13.4 REQUIREMENTS

13.4.1 Roadway Profile and Clearances

a. The minimum vertical roadway clearance under any structure is 14’-0”. See Reference Document “Proposed Marion Underpass at the National Western Center (Case #2014-1003) Technical Variance Committee Decision – dated January 23, 2015.”

b. The minimum vertical clearance requirements for the sidewalks and off-street bike facilities is 10’-0”.

c. Developer is solely responsible to validate following design assumptions:
   i. the RTD indicated that it designed and constructed its railroad bridge to allow for 16’-6” of roadway clearance;
   ii. the DRIR bridge was designed and constructed to allow for the 14’-0” clearance; and
   iii. BNSF has previously approved the design and construction of its railroad bridge to allow for a 14’-0” roadway clearance. Developer is advised that such approval was given for the RTD project plans and it is uncertain whether the BNSF will honor its approval of the design.

13.4.2 Required Cross-Section

The Bettie Cram Underpass Interim Design Plans include a cross section for the roadway. The cross-section was specifically designed to accommodate the BNSF crossing. Developer shall consider the roadway design criteria, reference materials, and develop a cross section for the length of the entire roadway.

13.4.3 Bicycle & Pedestrian Facilities

The underpass shall accommodate a cycletrack and accommodate high volumes of pedestrians as determined by the multimodal study.

13.4.4 Pavement

The roadway pavement shall be concrete and be designed in accordance with Section 12.

13.4.5 Drainage

Drainage systems shall be designed and constructed to meet requirements for public roadways. Use of sanitary sewer systems shall not be allowed for discharge of construction
groundwater. Post construction dewatering, if necessary, shall only be allowed if it can be accomplished without the use of pumps or treatment prior to discharge.

13.4.6 Retaining Walls
Developer shall investigate the limits of all wall construction to assure the correctness of the as-builts.

13.4.7 Lighting & Signage
a. The roadway shall have street lighting.
   b. Pedestrian lighting shall be provided in the underpass.

13.5 THIRD PARTY COORDINATION
13.5.1 Railroads
See Section 15 for Railroad requirements.

13.5.2 Western Stock Show Association
The Developer shall assure that the design of the underpass meets the requirements of the WSSA with regard to movement of livestock.

13.5.3 Preservation of Phases 1 & 2 Access
The Developer shall minimize the removal of new infrastructure and shall maintain all access points proposed in the Phase 1 and 2 construction.
Section 14
Pedestrian Bridge

14.1. PURPOSE
This Section 14 provides information on Developer’s and the City’s roles and responsibilities associated with the design and construction of the Pedestrian Bridge.

14.2. DEVELOPER SCOPE
a. A minimum of one grade separated pedestrian facilities is necessary to convey customers from the Triangle, across the BNSF / RTD / DRIR Rail Line, to Phase 1 & 2. The City may consider other alternatives to a Pedestrian Bridge.

b. Developer is responsible for design and construction of the Pedestrian Bridge.

c. The Reference Documents contain the concept design for the Pedestrian Bridge. This document is provided for Developer’s reference in the design and construction of the Pedestrian Bridge and shall not be relied upon.

14.3. DESIGN REQUIREMENTS

14.3.1 General Structural Requirements
a. Developer shall design and construct the Pedestrian Bridge and associated structures in accordance with the requirements of the AASHTO LRFD Bridge Design Specifications and the CDOT Bridge Design Manual.

b. If the Pedestrian Bridge alignment is either on or crossing above or below the right of way of any Railroad, the design and construction of the Pedestrian Bridge or associated structure shall also be in compliance with the BNSF/UPRR Guidelines for Railroad Grade Separation Projects.

c. The vibration criteria for the Pedestrian Bridge shall be in accordance with AASHTO Guide Specifications for Design of Pedestrian Bridges. Developer shall enclose the Pedestrian Bridge over Railroad tracks.

d. Developer shall comply with requirements of the [Environmental Permits] with regard to aerial structures and retaining walls in specific locations having designs and finishes sensitive to their setting; and shall perform appropriate consultations as part of the structural design process.

14.3.2 Structure Types
a. Developer shall use bridge types historically used by the City.

b. Developer may propose a bridge type that has been accepted for general use by other transportation authorities. The City shall approve such proposal provided that the Developer can demonstrate to City's satisfaction that the proposed bridge types and components will perform well under the project's environmental conditions, including frequent freeze-thaw cycles.

c. Experimental bridge types, timber bridges, masonry bridges, structural plate arches, and movable bridges are not permitted.

d. The use of or any lightweight concrete in structural members is not permitted.

14.3.3 Loads and Forces
a. Developer shall design the Pedestrian Bridge in accordance with the live load requirements of the AASHTO LRFD and CDOT Bridge Design Manual.
b. Developer shall address derailment loads in accordance with Section 6.4.4 (Derailment Load) of the RTD Commuter Rail Design Criteria.

14.3.4 Pier/Abutment Protection

Developer shall provide pier/abutment protection in accordance with:

a. the AREMA Manual for Railway Engineering;
b. the CDOT Bridge Design Manual;
c. the AASHTO LRFD Bridge Design Specifications; and
d. applicable Railroad Agreements and guidelines.

14.3.5 Vertical Clearance

The minimum clearance to the bottom of the Pedestrian Bridge shall be 30 feet above top of rail of the highest rail.

14.3.6 Slopes & ADA Accessibility

a. Pedestrian Bridge deck width shall be based on the type of anticipated local usage and corresponding current ADA Standards for Accessible Design guidelines. Clear width shall be measured from face to face of rail.
b. The Pedestrian Bridge shall have a minimum width of 12 feet and minimum clear height of 8 feet. The width of the bridge shall be as finally determined by the multimodal study.
c. The maximum grade allowance shall comply with the current ADA Standards for Accessible Design guidelines.

14.3.7 Surfaces, Railings, & Screening

The Pedestrian Bridge shall have a protective canopy or roof and appropriate railing, fencing or side barriers.

14.3.8 Stairs & Elevators

a. Developer shall comply with local jurisdictional agencies regulations, RTD standards and practices, local building codes; ADAAG, AMSI 117.1, NFPA 130, NFPA 101 and other applicable standards and practices.
b. At a minimum, elevator shafts and elevator cars shall have three sides that are transparent the full length of travel and full height of car, unless prohibited by code.
c. The Pedestrian Bridge shall be designed with stairs/ramps and elevators to be open, well lit, safe and secure.
d. The use of ramps may be considered as a means to access the bridge.

14.3.9 Lighting

Developer shall provide adequate lighting per the minimum lighting requirements in Section 5.8.2 of the RTD Commuter Rail Design Criteria, National Western Center Design Standards and Guidelines and applicable City codes.
Section 15
Railroads

15.1. GENERAL

15.1.1 Purpose

a. This Section sets out the roles and responsibilities of the Developer, the City, and the Railroads with respect to the requirements applicable to Work performed over, and/or adjacent to Railroad right-of-way, including track, ballast, bridges and signals required for the Project.

b. The Site is bordered on the west by the RTD, BNSF, and DRIR rail corridors. Each railroad has independently owned and operated land corridors and facilities.

c. The Project scope includes two public crossings of all three of the railroad corridors:
   i. Bettie Cram Drive is proposed to be a public roadway crossing, see Section 13 for specific requirements; and
   ii. The Pedestrian Bridge is a public crossing, see Section 14 for specific requirements.

d. [The Developer shall not contact RTD, BNSF, or the DRIR until authorized to do so by the City]

15.1.2 Railroads

15.1.2.1 BNSF

a. BNSF has the center corridor with three rail lines leading into the large switching yard located just South of I 70. The BNSF has recently rebuilt the bridges at Bettie Cram Drive, and trackage in much of its corridor adjacent to the NWC complex. At the Bettie Cram underpass the BNSF designed and built a new railroad structure. At this location RTD designed and partially competed the underpass improvements under and adjacent to the BNSF structure.

b. According to RTD and its contractor, plans for the Bettie Cram underpass were approved for construction by the BNSF at the time the project. The Developer cannot rely on such approval and shall seek a new approval for any work required to complete the underpass construction.

c. The land rights for the underpass are as set out in the Reference Documents. Additionally, the City has a License Agreement for its 78” storm sewer which is provided as a Reference Document.

d. As part of the North Metro project RTD completed three betterment projects on behalf of the City. These projects are fully complete and include:
   i. Sanitary Sewer Betterment (between Bettie Cram Dr. and 46th Ave. - between RTD rail and existing Hall of Education);
   ii. the 78” Storm Sewer Betterment (adjacent to the RTD Station and crosses under the railroad corridor just south of the RTD station); and
   iii. Sanitary Sewer betterment (immediately south of the RTD station parking lot and adjacent to the 78” storm sewer).

e. [Maintenance access to be confirmed in a subsequent addendum]
f. The BNSF will be provided access to their rail corridor through construction of Phase 1 & 2 outside of the Bettie Cram right-of-way on the north and south of the crossing.

15.1.2.2 DRIR

a. DRIR occupies the westernmost corridor and provides short line service. The existing rail lines are being consolidated and relocated adjacent to the eastern edge of Phase 1 & 2, adjacent to the BNSF corridor. Phase 1 & 2 includes construction of a new railroad overpass at Bettie Cram slated for 2020.

b. As a part of the consolidation and relocation the City entered into an agreement with the railroad. [Land rights to be detailed in subsequent addendum].

c. The WSSA has a private crossing of the DRIR for moving livestock. The access is not available for construction.

15.1.2.3 RTD

a. RTD operates in the easternmost corridor and provides N Line commuter rail service. The Developer is advised that RTD renamed the North Metro Line to the N Line. Both references are used throughout and refer to the same corridor. Additionally, RTD owns and operates the 48th and Brighton – National Western Station. It is anticipated that RTD will open the N Line to revenue service in 2020. The rail facilities are energized and testing is currently in progress. As a part of RTD’s North Metro Line construction a new railroad overpass structure was constructed on the proposed Bettie Cram alignment.

b. The City entered into the North Metro Intergovernmental Agreement prior to construction of the N Line. General requirements for its crossing of Bettie Cram Drive are discussed in the agreement. Additionally, the construction plans for the North Metro Line are available as a Reference Document.

c. During construction of the North Metro Line RTD agreed to construct interim underpass improvements under and adjacent to the new BNSF structure. Not all of the work contemplated by the plans was completed. Plans relating to such work are included in the Reference Documents as the Bettie Cram underpass – Leave Behind Plans.

d. The Developer is advised that property for the North Metro Line and the 48th and Brighton – National Western Station and parking lot was purchased by RTD from the WSSA. The purchase and sale agreement is provided as a Reference Document. Since that time the City has purchased all WSSA property interests for the Project and is the successor to the purchase and sale agreement. The purchase and sale agreement also mentions that RTD will provide a crossing right for the Pedestrian Bridge at no cost.

e. As a part of the Project, the City will need to secure crossing agreements from RTD for both Bettie Cram Underpass and the Pedestrian Bridge.

15.1.3 Applicable Standards

a. The design and construction of Work shall be in accordance with the relevant Railroad’s written specifications, standards of practice, and construction methods. In the event of a conflict between the requirements of a Railroad and the requirements of the Project Agreement, the City, at its sole discretion, will determine which shall govern. The Developer shall be responsible for resolution of any unresolved ambiguity prior to proceeding with any Work.

b. The Developer shall abide by and comply with the standards and requirements of the Colorado Public Utilities Commission (PUC) in performing the Work.

c. The Developer shall comply with all rules and regulations prescribed by the Railroads as to the proper manner of protecting the tracks (and the traffic moving thereon), and other
property of the Railroads or their tenants at and in the vicinity of the Site during the time any Work is being performed. Compliance with Railroad rules and regulations shall include execution of contractor’s right-of-entry agreements and Permits required by the Railroads.

d. The Developer shall comply with the standards and requirements of the City in performing the Work.

15.1.4 Administrative Requirements

a. The following individuals (or such other individuals as are notified to the Developer from time to time) will act as the Developer’s main contacts with each of the Railroads:

i. BNSF

   Amber Stoffels  
   Manager of Public Projects  
   BNSF Railway  
   3700 Globeville Road  
   Denver, CO 80216  
   Phone: 303-480-6342  
   Email: amber.stoffels@bnsf.com

ii. DRIR

   Jason Travers  
   General Manager  
   Denver Rock Island Railroad  
   3400 E. 56th Avenue  
   Denver, CO 80221  
   Phone: 303-296-0900  
   Email: []

iii. RTD

   Jyotsna Vishwakarma  
   Chief Engineer  
   Regional Transportation District  
   1560 Broadway Street, Suite 700  
   Denver, CO 80202  
   Phone: 303-299-2889  
   Email: Jyotsna.vishwakarma@rtd-denver.com

b. The Developer shall meet with the City and each of the Railroads as soon as practicable after the Agreement Date to discuss all Railroad points of concern and other items that may affect the Project Schedule. The Developer shall identify critical activities and sequences as they affect Railroad operations, and shall plan to effectively mitigate Railroad impacts.

c. Before commencing Work on Railroad right-of-way, the Developer shall enter into a right-of-entry agreement with each of the Railroads. All costs associated with applying for and complying with such right-of-entry agreements and associated Permits, including required insurance coverage, clerical, administrative, and handling expenses in connection with the processing of such agreements and Permits, shall be borne by the Developer.

d. The Developer shall prepare or assist the City in the preparation of license agreements and required PUC actions. The City shall be responsible for obtaining the license agreements and PUC approvals necessary to complete the Project.

15.1.5 Railroad Insurance
The Developer shall comply with the provisions for Railroad insurance as specified in the executed right-of-entry agreement with the Railroads and in the terms and conditions of the Project Agreement.

15.1.6 Railroad Flagging and Inspection

15.1.6.1 General

   a. Any Work or equipment that could potentially fall within 25 feet of the centerline of an active track shall require a Railroad flagger. The Developer shall notify the Railroad, in accordance with the executed right-of-entry agreement with the Railroad, to arrange for required flagging services. The Developer shall provide an advance notice, as specified in the executed right-of-entry agreement, to the Railroad for the need of Railroad flagger services. The Developer shall be responsible to appropriately notify the Railroad regarding flagging start and end dates for work on the Railroad right-of-way. The Developer shall provide advance notice, as specified in the executed right-of-entry agreement, to the Railroad when all Work on the Railroad right-of-way is scheduled for completion to provide for termination of Railroad flagger services.

   b. During the period of construction, all flagging and protective services shall be performed strictly in accordance with directives and instructions issued by the applicable Railroad. The Developer shall confer with the Railroads for the times, locations, and manner of such protective measures. The Developer shall include the Railroad flaggers in all its regularly scheduled safety meetings;

   c. The Railroad may utilize independent consultant services to inspect and verify that any and all Work on Railroad right-of-way is being undertaken in accordance with Railroad safety requirements. Failure to comply with Railroad safety requirements may result in the Railroad issuing a stop work order;

15.1.6.2 Costs for Preliminary Engineering, Flagging, Inspection, Design Reviews and Construction

   a. Before submitting design plans to the Railroads for approval, the Developer shall enter into a preliminary engineering review agreement with the respective Railroad for design review costs.

   b. The Developer shall be responsible for the cost of Railroad flagging, Railroad inspection, Railroad placement and maintenance of temporary crossings and service roads, Railroad right-of-entry agreements, permitting and coordination fees, Railroad design plan review costs, and other Railroad related costs. The estimated cost for one flagger ranges between $800 - $1,600 for an eight-hour basic day with time and one-half or double time for overtime, rest days and holidays. Work days longer than eight-hour days, and double shifts will require the utilization of additional Railroad flaggers.

   c. The rates of pay of the Railroad employees customarily called upon to act for the protection of the Railroad shall be the Railroad rates in effect at the time of the Work for the various classes of labor. Compensation, property damage and public liability insurance, vacation and holiday time, Railroad retirement and unemployment taxes, health and welfare, and supervision charges shall be added to such rates.

   d. In addition to the Developer costs mentioned above, RTD has very specific requirements for Work impacting its commuter rail system. The Developer is advised to familiarize itself with service outage limitations and related costs, especially those involving bus bridging and other means of transporting RTD patrons during Developer initiated Work that necessitates N Line service interruptions. Please see [Reference Document to be included in subsequent addendum].
15.1.6.3 Avoidance of Hazards

a. The Developer shall accommodate any and all requests made by the Railroads that serve the purpose of avoiding hazards to Railroad property and/or operations. Neither the Railroads nor the City have any liability to the Developer for costs or delays associated with such Work stoppage or requirements associated with avoidance of hazardous situations.

15.2. DESIGN REVIEWS

a. The applicable Railroad will approve design plans for the Work to be performed by the Developer on the Railroad right-of-way. Railroad reviews are separate and independent from submittals required to be made to the City. The Developer shall coordinate the required railroad submittals to the Railroad for approval via the appropriate Railroad main contact. The Developer shall coordinate the required Railroad submittals to the BNSF for approval via the City for official submittal to BNSF.

b. [To confirm Developer’s responsibility for obtaining approval for Work within Railroad in subsequent addendum].

c. If the Developer is employed upon or directly adjacent to the Railroad right-of-way and performs the Work thereon contrary to the Railroad-approved plans, specifications, and requirements of the Project Agreement or approved construction plans, or if the Developer performs the Work on the Railroad right-of-way in a manner deemed hazardous by the Railroad (to its property and facilities or the safe and expeditious movement of its traffic), the Railroad will have the right to stop all Work on the Railroad right-of-way until the acts or omissions of the Developer have been fully rectified to the satisfaction of the Railroad.

d. The Developer shall be responsible to the Railroad and its tenants for all damages for delays that may be sustained by the Railroad, its tenants, their employees, or freight in their care caused by interference that could have been avoided by performance of the Work in accordance with the requirements of the Project Agreement and the applicable construction plans.

e. All of the limitations and obligations imposed upon the Developer by this Section shall apply with equal force and effect to any Subcontractor performing any Work for the Developer within the Railroad right-of-way. The Developer shall be primarily liable and responsible to the Railroad for all acts or omissions of any Subcontractor. Nothing herein contained shall be construed to preclude the Railroad from proceeding against the Developer, subcontractors, suppliers, or consultants individually or collectively.

f. The Developer shall not pursue any levies, liens, or encumbrances of any nature whatsoever against Railroad property, and shall promptly remove any lien against Railroad property arising from performance of Work hereunder by the Developer or any Subcontractor.

g. Except to the extent the City is responsible for such costs, the Developer shall be responsible for the cost of all personnel deemed necessary by the Railroad and provided by the Railroad for the protection of the Railroad facilities and trains during the period of Work, and the cost of installing protective devices in the case of impaired clearance, as above specified.

h. The requirements of the Railroads and the instructions of their representatives shall be strictly adhered to by the Developer, and its Subcontractors. At the request of the Railroads, the Developer shall remove from the Railroad right-of-way any employee of the Developer or any Subcontractor who fails to conform to the instructions of a Railroad’s representative. All Work on the Railroad right-of-way shall be suspended until such request
of the Railroad is met. The Developer shall indemnify the Railroad against any claim arising from the removal of any such employee from the Railroad premises.

i. [To confirm Railroad responsibility for utilities on Railroad right-of-way in subsequent addendum].

15.3. CONSTRUCTION REQUIREMENTS

a. The Developer shall coordinate with the Railroad prior to beginning any construction on or directly adjacent to the Railroad right-of-way. The Developer shall schedule and hold a Railroad pre-construction conference with the affected Railroad. Working windows for demolition and construction shall be coordinated with the Railroads and Railroad flaggers.

b. The Developer shall coordinate with the Railroad to establish the construction schedule for the start and anticipated completion of all Work to be undertaken by the Railroad and by the Developer. The Developer shall obtain approval of the construction schedule and any updates from the applicable Railroad, and include the approved schedule within the Developer’s initial Baseline Schedule and any Revised Baseline Schedule.

c. The Developer shall obtain Railroad approval in writing, in advance of construction activities, on methods and procedures for all Work.

d. Upon completion of the Work to be performed within or directly adjacent to Railroad right-of-way, the Developer shall promptly remove from Railroad right-of-way all tools, equipment, and materials placed thereon by the Developer. The Developer shall restore said property to the same state and condition as when the Developer entered thereon and shall leave said right-of-way in a clean and presentable condition satisfactory to the Railroad.

e. The Developer shall perform Work in accordance with plans and specifications approved by the Railroad and in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of the Railroad and the traffic moving on such tracks, as well as wires, signals, and other property of the Railroad, its tenants or licensees, at or in the vicinity of the Work. The Developer shall not pile or store any materials, tools, or park any equipment, when not in use, closer to the center of nearest Railroad track than permitted by the applicable Railroad.

f. Any proposed temporary construction variance of the above clearances shall be submitted by the Developer to the Railroad, the PUC (if applicable), and to the City. The variance shall not be undertaken until approved by the Railroad and until the City has obtained necessary authorization from all governmental bodies having jurisdiction.

g. In the event that a temporary at-grade crossing of the Railroad tracks is required the Developer shall execute a Temporary Crossing Agreement with the Railroad. The Developer shall only enter Railroad right-of-way through routes approved by the applicable Railroad. The Developer shall maintain any such crossings so established in good condition at all times; shall keep flange-ways free of ice, snow, dirt, rock and debris; and shall install, operate, maintain and remove in a manner satisfactory to the Railroad suitable gates or barricades adequate to prevent unauthorized vehicles or equipment from using such temporary crossings. All costs and expenses for installation, maintenance, and operation of any such crossings and barricades, whether performed by the applicable Railroad or by the Developer, shall be borne by the Developer. The Developer shall not, at any time, cross a Railroad’s tracks with vehicles or equipment of any kind, except at existing public crossings or at temporary crossings established, as provided for in this Section 15 of Schedule 15.

h. The Developer shall provide positive drainage along the Work at all times for the duration of the Project.
i. Developer shall provide traffic control as necessary for construction performed by Railroad Forces.

15.3.2 Colorado Public Utilities Commission Approvals

a. All new, modified, and/or reconstructed public crossings, and pedestrian crossings of commercial rail lines will require approval of the Colorado Public Utilities Commission (PUC). Locations anticipated to require PUC approval are:
   i. Bettie Cram Drive; and
   ii. Pedestrian Bridge.

15.3.3 Public Access

a. The Developer shall obtain approval of the locations of any Railroad maintenance access points taken from public right-of-way. Access location and gate location shall consider its relation to roadway traffic operations and ensure that Railroad maintenance vehicles are stopped/parked outside of traffic lanes and pedestrian walks.

15.3.4 Fencing

a. The Developer shall provide temporary fencing as required to protect Railroad right-of-way from unauthorized access and cut-through traffic during construction. Temporary fence shall be of material, dimensions and placement that will prevent vehicle and pedestrian entry, and provide noise and dust mitigation at required locations. The Developer shall consult with property owners adjacent to Railroad ROW regarding location, type, and height of temporary fence. Gates for construction access shall be placed in locations designated in the Developer’s plans and approved by the Railroad.

b. The Developer shall depict the permanent fencing limits on the plans for Railroad approval to provide permanent fencing of types, in accordance with Railroad standards and requirements.

c. The Developer shall provide gates in fences at locations and of width and type as approved by the Railroad for maintenance access.

d. All fencing materials, temporary and permanent, shall be selected in accordance with the applicable Railroad requirements.

15.4. DELIVERABLES

At a minimum, the Developer shall submit the following to the City for Information, Acceptance, or Approval in accordance with the timeframes specified:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Information, Acceptance, or Approval</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copies of Railroad notices, submittals, approvals, and correspondences</td>
<td>Information</td>
<td>Prior to RFC Documents</td>
</tr>
<tr>
<td>BNSF Design review submittal</td>
<td>Acceptance</td>
<td>As required by this Section 10</td>
</tr>
<tr>
<td>PUC applications (all locations)</td>
<td>Approval</td>
<td>Prior to RFC Documents</td>
</tr>
<tr>
<td>Railroad Permits and Regional Transportation District Railroad Permits</td>
<td>Approval</td>
<td>Prior to RFC Documents</td>
</tr>
</tbody>
</table>
Section 16
Wayfinding, Signage, Lighting & Urban Design

16.1. PURPOSE

a. Developer shall be responsible for design and construction of all permanent signing, wayfinding elements, and lighting elements for the Project in accordance with the requirements of this Section 16.

b. With respect to the Project Standards, for this Section 16, City Standards and Specifications shall govern in the event of conflict with the Manual of Uniform Traffic Control Devices.

16.2. URBAN DESIGN

All design for the campus must follow the design principles for the campus and other requirements outlined in the Master Plan, National Western Center Design Standard and Guidelines, and National Western Center Design Handbook.

16.3. WAYFINDING AND SIGNAGE DESIGN

a. Developer shall prepare a Wayfinding and Signage Plan for the site in conformance with the National Western Center Master Plan, National Western Center Design Standard and Guidelines, and National Western Center Design Handbook.

b. The Wayfinding and Signage Plan submittal shall include as a minimum the following narratives and plans:

   i. narrative of the Developer’s design process to be completed and approach to achieving the vision set forth in the Reference Documents listed in Section 16.3.a;

   ii. narrative and plans for the Public Elements, Private Elements and other areas where wayfinding and signage is planned, depicting the character and context of how they relate to the NWC vision and mission; and

   iii. narrative and plans related to the coordination and integration of other disciplines such as buildings, open space, and utility requirements.

c. Developer shall provide visual renderings that show the proposed designs. Renderings include 3D images, sketches or models at a scale to depict overall design intent as well as scale and materials and hardware elements proposed. Renderings should also include enough detail to provide the City with insight on the quality of wayfinding and signage elements to be installed including color and texture applications; drawings, tables and schedule that show where specific elements are located.

d. The overall character of the NWC Campus signage should reflect and promote the NWC vision, mission, and brand. Any signage and wayfinding should extend the NWC brand by providing a narrative and voice for the campus. It should present and showcase the history and heritage of the site, taking cues from the historical and regional influences of the site and area: ranching, agriculture, rail, and industry. Signage and wayfinding should work as a common visually unifying thread throughout the campus. Wayfinding and signage design and materials must match the design and materials used within Phase 1 and 2 to ensure a consistent feel that supports the vision of a single campus; unless the Developer has proposed a signage design and/or wayfinding and signage hardware and has received
written City approval for installation. Furthermore, any wayfinding/signage program must adhere to the following guidelines and goals:

e. A variety of sign types that provide effective wayfinding and identification, allowing users to easily navigate through the campus should be used. The signage and wayfinding should promote a strong sense of place, creating a vibrant, pedestrian friendly, education, and entertainment-oriented campus with a rich mix of uses.

f. Forms, materials, and colors should be used consistently throughout the signage program to support the vision of a single campus. Varied forms may be used; however, all elements should feel related and from the same family. The design and implementation of the signage program should have a sense of quality and permanence.

g. The scale, mass, and form should be related and integral to the sign’s location, particularly building identification signage. Signs should be inviting and approachable. This is especially important for pedestrian oriented signage.

h. Signage should provide for revenue generating opportunities through creative and compelling design and placement; this includes non-standard or one-of-a-kind digital out-of-home displays that are creative, tasteful, and relevant to the NWC brand. Creative applications of signage, lighting, video, and cutting-edge display methods should be explored.

i. Emphasize the existence, relationship, and connectivity of destinations, experiences, and events within the NWC Campus site, as well as the future commuter-rail station, the redeveloped South Platte, and the surrounding neighborhoods through creative, and sometimes interactive, signage.

16.4. DISTRICT SIGNAGE PLAN

a. Developer shall be responsible for developing a district sign plan that shall outline the type, use, and function of signage, including but not limited to the signage outlined in Section 16.5, throughout that NWC Campus per Denver Zoning Code Section 10.10.8. The Developer shall be responsible also managing the plans approval process including presenting the plan to Denver Planning Board for approval.

b. Developer shall also consider advertising opportunities in the design and construction of signage on the NWC Campus. A revenue-generating sign program should be oriented towards both, pedestrian and vehicular traffic, and needs to be scaled accordingly. Pedestrian signage needs to be approachable and welcoming. All vehicular signage, particularly digital signage, needs to be designed and located so it is not detracting, obscuring or otherwise impeding traffic signals, lights, or signs. Placement of these signs also need to take into consideration the visual, traffic, and any other impacts it may have on adjacent residential neighborhoods. These signs will provide additional visual vitality and interest to the campus. The design of these signs should fit and relate to the rest of the campus sign family and their immediate surroundings, especially if placed on a building. Developer shall coordinate with the City on any advertising to ensure compliance with the advertising ownership rights for the campus. Any revenue-generating signs shall comply with all jurisdictional requirements and regulations, including the Highway Beautification Act, and is in accordance with the to be completed National Western Center District Sign Plan.

16.5. SIGNAGE TYPE

a. Developer shall design and construct historical interpretive signage throughout the NWC Campus (and included in the Wayfinding and Signage Plan) to educate users about the
16.3. HISTORY OF THE AREA

Signage shall be designed in such a way to fit in with the general aesthetic of the campus, relate to other signage types, but use, or draw upon, historic materials to convey messaging. Historical signage shall meet requirements of the State Historic Preservation Office.

b. Developer shall design and construct educational throughout the NWC Campus (and included in the Wayfinding and Signage Plan) to inform users of the mission and vision for the NWC Campus. Signage shall be designed in such a way to fit with the general aesthetic of the campus, relate stylistically to other signage types, but draw upon natural materials. Educational signage shall consist of a minimum of 12 signs (mounted on permanent structures or posts) throughout the campus.

c. Developer shall design and construct wayfinding signage throughout the NWC Campus to communicate destinations, distance and direction to NWC Campus users. Wayfinding signage is intended to help direct pedestrians, cyclists, employees, drivers, and visitors through the NWC Campus and towards nearby destinations such as transit stations, amenities, and buildings. Wayfinding signage shall be designed in such a way as to fit in with the general aesthetic of the NWC Campus and relate stylistically to other signage types. Wayfinding signage shall have high visibility. Developer may explore integrating wayfinding signage into other elements such as kiosks or digital displays. Other types of wayfinding may include pavement or other markings that indicate campus users where they are on campus and inform visitors of how to travel throughout campus safely.

d. Developer shall provide signage intended to identify all buildings within the Triangle. Developer shall coordinate with the City to ensure any building signage is in compliance with the naming rights of the campus.

e. Developer shall design and construct gateway and vehicular directional signage within the NWC Campus. Developer shall include gateway signage components into the design and construction of the Project.

f. Developer shall identify the number of signs for each type identified and the proposed location of each sign within their Wayfinding and Signage Plan.

16.6. LIGHTING INTENT

Public spaces and event lighting will serve the daily needs of public event spaces, while remaining flexible for temporary activation and complimenting event experiences. Permanent space and event lighting will be capable of adjusting to different aiming points in the spaces, accommodating the dynamic nature of the event space. All adjustable lighting must have beam and glare control to minimize glare, light pollution and neighborhood light trespass. Any temporary event luminaires shall match the character of the permanent lighting and the area where they are located. The lighting will be appropriate for the space and event, including illumination levels, and designed to supplement the permanent lighting in the area. Temporary lighting may be a combination of portable lighting provided for an individual event, and permanent adjustable lighting.

16.7. DESIGN REQUIREMENTS

16.7.1. General

a. The NWC Campus shall provide adequate levels of lighting to ensure safety and security, promote responsible use of program areas, and serve aesthetic compatibility with surrounding uses. Lighting shall be provided throughout the NWC Campus to provide a level of visibility, safety, and to complement the design of use areas.
Section 16-4

b. The Developer shall prepare a Campus Lighting Plan for the site in conformance with the National Western Center Master Plan and National Western Center Design Standard and Guidelines and Design Handbook. The Campus Lighting Plan shall identify the location, quantity, hardware, and planned function and propose of any planned lighting.

c. Lighting shall incorporate color into the design and shall create a visual and colorful gateway for those continuing on through to the other parts of the campus. Colorful paint or textured materials shall be used with the light to create a comfortable and safe environment.

d. Lighting should work as a common visually unifying thread throughout the campus. Lighting design and materials shall match the design and materials used within Phase 1 and 2 areas and to ensure a consistent feel that supports the vision of a single campus; unless the Developer has proposed an enhanced lighting design and/or lighting fixtures and/or hardware and has received written approval for installation by the City.

16.7.2. Roadway Lighting

a. Street lighting for both public and private roads must conform with the City and County Department of Public Works standards and shall be designed in accordance with City Standards and Specifications for light levels and the City/Xcel Franchise Agreement.

b. Developer shall identify the location of planned street lighting and the proposed street lighting hardware within their Campus Lighting Plan.

16.7.3. Bridge Lighting

a. Under deck lighting shall be provided under bridges in order to promote safety for pedestrians and cyclists. Lighting shall be designed to provide adequate lighting to ensure visibility through the length of the bridge. The Developer shall explore ways to use lighting as an opportunity to incorporate art and heighten the user experience.

b. For the Bettie Cram Drive, Developer shall provide adequate lighting and aesthetically pleasing artistic elements into the design of the underpass.

c. Developer shall identify the location of the planned bridge lighting and the planned bridge lighting hardware within their Campus Lighting Plan.

16.7.4. Pedestrian Lighting

a. Pedestrian scale lighting shall be installed at illumination levels to provide pedestrian safety and avoid extreme contrast between light and shadow and shall follow the guidelines set forth in the National Western Center Placemaking Lighting Study.

b. Pedestrian light levels shall be designed to reduce glare into adjacent properties.

c. Pedestrian lighting shall provide adequate lighting levels for pedestrians in compliance with Illuminating Engineering Society (IES) standards.

d. All pedestrian scale lighting posts along streetscapes or in program areas within the Triangle are to include adjustable banner arms. The lower banner arm shall be mounted at a minimum height of eight feet.

e. Pedestrian lighting shall be provided on all bridges in accordance with the City Street Lighting Design Guidelines.

f. Developer shall identify the location of the planned pedestrian lighting, number of pedestrian lighting fixtures, and the planned pedestrian lighting hardware within their Campus Lighting Plan.

16.7.5. Specialty Lighting
a. Specialty lighting shall be incorporated in order to provide variety of lighting and add visual interest and character to the campus. Specialty lighting shall be a component of the overall design and shall heighten the user experience. Design innovation, creativity and artfulness is encouraged when considering the design of specialty lighting. Specialty lighting shall meet “Dark Sky” compliance requirements in accordance with the IDA requirements. Specialty lighting shall not be embedded in pavement.

b. Developer is encouraged to identify any specialty lighting elements planned in their design and how such specialty lighting can enhance the user experience of the campus. Developer is encouraged to identify the planned location of such specialty lighting within their Campus Lighting Plan.

16.7.6. Permanent Lighting Materials

a. The Developer shall include power design and plans for energizing all lighting, signal, powered signage, irrigation and miscellaneous roadway support systems, where required. The Developer shall coordinate with Xcel to determine electric power requirements for the Project and to develop the Project lighting design and construction requirements.

b. All permanent lighting for the Project shall be LED luminaries and shall fully adjustable and dimmable and incorporate the most recent technology to ensure adequate lighting levels and lower maintenance needs.

c. The Developer shall submit to the City, for Approval, photometric lighting calculations showing the design meets the performance criteria for roadway design to include average, maximum, minimum foot-candles, and average to minimum, and maximum to minimum luminance on the horizontal roadway plane. Foot-candle illumination contour drawings with 2.0, 1.5, 1.0, and 0.5 iso-contours shall be submitted for intersections, bridges and typical roadway sections.

d. All lighting hardware and fixtures shall conform with the design of Phase 1 and 2 areas to ensure a consistent and single campus vision of National Western Center Campus; unless the Developer has proposed an enhanced lighting design and/or lighting fixtures and/or hardware and has received written approval for installation by the City.

e. Developer shall identify the hardware, fixtures, and materials for lighting within their Campus Lighting Plan.

16.8. DELIVERABLES

At a minimum, Developer shall submit the following to the City:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Information or Approval</th>
<th>Submittals</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Wayfinding and Signage Plan</td>
<td>Approval</td>
<td>Concurrent with submission of Site-Specific development plan</td>
</tr>
<tr>
<td>ii. Campus Lighting Plan</td>
<td>Approval</td>
<td>Concurrent with submission of Site-Specific development plan</td>
</tr>
<tr>
<td>iii. Visual renderings of proposed designs</td>
<td>Approval</td>
<td>Concurrent with submission of Site-Specific development plan</td>
</tr>
<tr>
<td>iv. District Signage Plan</td>
<td>Approval</td>
<td>Prior to Signage Construction/Installation</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Information or Approval</td>
<td>Submittals</td>
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<tr>
<td>v. Power Design and Requirement Plans</td>
<td>Informational</td>
<td>Prior to commencement of on-site lighting works.</td>
</tr>
<tr>
<td>vi. Lighting Photometric Design Plans</td>
<td>Approval</td>
<td>Prior to commencement of on-site lighting works.</td>
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</table>
Section 17
Landscaping, Amenities, & Aesthetics

17.1. PURPOSE

The Developer shall be responsible for the design and construction of all landscape, amenities, and aesthetics for the Project within the Site in accordance with the requirements of this Section 17.

17.2. LANDSCAPING DESIGN

a. All Work performed shall conform to the guidelines set forth in the Project Standards unless otherwise required by this Section.

b. The overall intent of the landscape design is to:

i. improve the aesthetic and visual character of the Triangle;

ii. respect the context of adjacent surroundings and neighborhoods;

iii. arrange a composition of public space that complement the neighborhood;

iv. create cohesive, functional, safe, attractive and sustainable public spaces for leisure and recreational use;

v. utilize appropriate plant materials to support pedestrian movements, spatial design, horticultural balance, and provide water conservation through the use of water-efficient landscaping;

vi. promote long-term, environmentally sustainable landscaping;

vii. provide shade and reduce urban heat island effect;

viii. provide soil stabilization and erosion control;

ix. provide screening and buffering of adjacent properties and undesirable objects from public view, as practicable;

x. create and enhance usable public space;

xi. advocate functional and appropriate outdoor space considerations for all facilities;

xii. consider the appropriate use of plant materials;

xiii. promote water conservation through the use of water-efficient landscaping;

xiv. promote long-term, environmentally sustainable landscaping with minimal maintenance needs; and

xv. minimize aesthetic impacts of parking areas, service areas, site lighting and mechanical equipment.

c. The landscape designs and plans shall be prepared by a Registered Landscape Architect in the State.

17.3. LANDSCAPE, AMENITIES, AND AESTHETICS PLAN

a. In accordance with the timeframe set out in Section 17.12, Developer shall submit to the City, for Approval, the Landscape, Amenities and Aesthetics Plan.

b. Developer shall provide visual renderings that show the proposed designs. Renderings include 3D images, sketches or models at a scale to depict overall design intent as well as scale and materials and hardware elements proposed. Renderings should also include
enough detail to provide the City with insight on the quality of landscaping, amenities, and aesthetics elements to be installed including color and texture applications; drawings, tables and schedule that show where specific elements are located.

17.4. PLANT MATERIALS – TREES, SHRUBS, PERENNIALS, AND GROUND COVERS

a. Developer shall design and construct landscaping components for the Triangle that support the overall mission and vision for the campus and is, at a minimum, of the kind of quality and quantity as are designed and constructed in Phases 1 & 2 to support the feeling of a single campus. The Developer may, and is encouraged to, propose an enhanced design package of landscaping components from that of Phases 1 & 2 and such enhanced design shall require Approval for installation by the City.

b. All plant materials trees, shrubs, perennials, and groundcover plantings shall conform to National Standard ANSI Z60.1, and the following requirements:
   i. all landscaping shall comply with Project Standards and Good Industry Practice for horticulture, planting, cultivation, water quality and conservation, life cycle cost, and maintenance;
   ii. trees shall be be 2.0-inch minimum caliper, 20% shall be 2.5 inch caliper, and 20% shall be 3.0 inch caliper;
   iii. trees shall be balled and burlapped, and preferably locally grown;
   iv. minimum tree height shall be ten feet;
   v. shrubs shall be five-gallon container, multiple canes and preferably locally grown; and
   vi. perennials shall be one-gallon containers.

c. Plant materials shall include native and adapted materials per the City Approved Street Tree List for Denver’s Public Rights-of-Way.

d. If recycled water is to be used for irrigation, all plant species must also be salt tolerant.

17.5. RIGHT-OF-WAY AND AMENITY ZONE LANDSCAPING

a. Right-of-way landscaping is all landscaped areas between private properties and the adjacent streets or alleys; and those landscaped areas accessible by the public.

b. Right-of-way landscaping shall meet the Project Standards, specifically the City Street Tree Plan Review Checklist from the Office of the City Forester. All areas within the Project Limits that are not to be constructed with buildings, paved, or hardscaped shall be landscaped.

c. Developer shall adhere to the Bettie Cram Drive Phase 1 and 2 Design Specifications for all right-of-way and amenity zone design and construction as the minimum level of improvement; unless the Developer has proposed an enhanced design package for campus right-of-way and such enhanced design has received written approval for installation by the City. This includes, but is not limited to, landscaping, lighting, and other amenities to be designed and constructed along with right-of-way throughout the campus.

d. On average, a minimum of two shade trees shall be planted for every 35 linear feet of access road, or fraction thereof, as measured along the centerline of the roadway. Shade trees shall be planted one for each side and no closer than six feet to the back of curb, attached walk, or pathway. Tree spacing shall be coordinated with street lights and pedestrian lights and respect intersection sight line distance requirements.
Project Agreement  
Schedule 15, Design and Construction Requirements  
Section 17, Landscaping & Aesthetics

e. All edge and entrance landscaping shall accommodate vehicle, pedestrian, and bicycle sight distances per the Project Standards.

f. Any exceptions to the above requirements shall be presented to the City for review and approval.

17.6. TREE PROTECTION AND MONITORING PLAN

a. Developer shall save, protect, and maintain all existing vegetation during implementation of the D&C Work, except for that vegetation that requires removal as part of the Project.

b. All D&C Work shall be performed in such a manner that will avoid these protected areas. Developer shall ensure that construction does not conflict with tree protections zones, grades, drip-lines, and roots.

c. Developer shall protect irrigation systems on land adjacent to the Site. Irrigation systems on adjoining land that are impacted by the work shall be modified so the systems will still function on the adjacent parcel.

d. Developer shall coordinate with the City, including the Office of the City Forester and the Office of the City Naturalist to identify existing vegetation and what to preserve or remove.

17.7. IRRIGATION DESIGN

a. Developer’s landscape and aesthetics work shall include underground permanent irrigation systems to maintain plant material in accordance with the Project Standards.

b. Developer’s design shall provide irrigation and power supplies and other services required for the landscaping, including separate metered service and central control systems for each maintaining entity.

c. Developer’s permanent irrigation designs shall use:

i. products with low precipitation rates that will allow water to slowly infiltrate into the soil and be more readily available for plants;

ii. fertigation (the injection of fertilizers, soil amendments, and other water-soluble products into an irrigation system) to achieve higher fertilization needs required for vegetation growing within any engineered media;

iii. soil moisture sensors to manage the soils properly and ensure that excess water is not being applied or that the soils are not drying out too quickly; and

iv. green infrastructure so that plant material can be watered with natural rainfall.

d. To meet Phase 1 & 2 program goals for minimizing potable water use on site, a recycled water pipeline has been constructed within Phases 1 & 2, and at a future date, Denver Water intends to connect the campus to recycled water service. Refer to Project Reference Documents showing the agreement with Denver Water for Phase 1 and Phase 2.

e. Developer shall construct the irrigation lines in a manner that allows the use of recycled water when and if Denver Water supplies the campus with recycled water within the Term.

f. Developer is encouraged to include any planned usage amounts of recycled water.

g. All landscape irrigation shall have appropriate backflow prevention devices installed. All irrigation that is required under pavements or structures shall be installed in polyvinyl chloride sleeves and pipe.
17.8. PLACEMAKING AND URBAN INFILL

a. Developer shall provide a gradual transition from the one- and two-story houses that are predominant east of Brighton Boulevard to the New Arena and Expo Hall that will be constructed on the Triangle.

b. Developer may create a robust infill development that serves as a gateway to the site from the eastern entrance at 47th Avenue and Brighton Boulevard.

c. Developer may generate a cluster of old and new structures that will be more compatible with the area and serve as a node/hub/connector for both sides of Brighton Boulevard.

d. Developer may use the differences in building scale on both sides of Brighton Blvd. to create a transition zone that keeps the area in scale with the existing sections of Elyria to the east.

e. Developer may construct new infill development side by side with the remaining historic buildings as a tool for preservation.

17.9. SITE FURNISHINGS & PUBLIC AMENITIES DESIGN

17.9.1 General

a. Developer must ensure robust public furnishings and amenities are provided throughout the campus to support public space that is inviting and welcoming year-round.

b. Site furnishings shall match the furnishings designed within Phase 1 & 2 of the campus, unless the Developer has proposed an enhanced furnishings package and such enhanced furnishings has received written approval for installation by the City.

c. Site furnishings shall integrate landscaping and aesthetics to provide a consistent and aesthetically pleasing appearance. Site furnishings include, but are not limited to, the items set out in Sections 17.9.2 to 17.9.6 of this Section 17.

d. Developer shall provide a variety of public spaces (e.g. neighborhood parks, pocket parks, plazas, etc.) and amenities to serve the local user needs (e.g. playgrounds, dog runs or dog parks, court sports, fitness equipment, etc.), which shall take into consideration surrounding neighborhood and as are appropriate for the future development of the Site.

17.9.2 Shade Requirement and Structures

a. Developer shall identify and construct shaded areas which provide appropriate shade to visitors within the campus across all publicly accessible areas to support seating, gathering, informal picnicking, and other activities throughout the Triangle Common Areas. Developer shall prioritize natural shade elements within the design and construction of shading elements for the Triangle.

b. Permanent shade structures shall be designed to withstand wind and snow loading and shall be submitted to the City for Approval. Structures shall be fabricated primarily of metal with concrete foundations unless otherwise accepted. Acrylic and hardwood may be Approved in limited applications, if the materials can be demonstrated to be long-lasting and provide an essential aesthetic component to the design.

c. Shade structures shall incorporate light emitting diode lighting. Refer to Section 16 of Schedule 15 for additional information.

d. Developer shall identify the amount of shade coverage and type of shade elements planned for the campus within their Landscape, Amenities, and Aesthetics Plan. While shade elements from buildings (overhangs, etc.) are able to be included in shade planning and calculations, shade from buildings themselves or from the I70 overpass shall not be included in any shade calculations presented in the Landscaping and Aesthetics plan.
17.9.3 Seating
   a. Developer shall design and construct a robust selection of seating options to ensure adequate seating availability for visitors to the campus shall be provided throughout the campus. Such seating shall encompass benches, tables and chairs, and other specialty seating. Benches shall be anchored in permanent footings on ADA accessible concrete slabs, provided with spaces for wheelchairs as appropriate.
   b. Developer shall identify the number and type of seating components planned for the campus within their Landscape, Amenities, and Aesthetics Plan.
   c. All seating hardware must conform with the Project Standards.

17.9.4 Trash Receptacles
   a. An appropriate amount of trash, recycling receptacles, and composting receptacles shall be installed across the campus to ensure adequate coverage for disposal of waste by campus users. Dog waste stations shall also be included as part of the trash receptacle planning and design.
   b. Developer shall identify the number and type of trash and recycling receptacles to be planned for the campus within their Landscape, Amenities, and Aesthetics Plan.
   c. All trash, recycling, and composting receptacle hardware must conform with the Project Standards.

17.9.5 Security
   a. Developer shall follow the Crime Prevention Through Environmental Design (CPTED) principles and strategies in their design of the campus environment in an effort to deter criminal activity and create a safe environment for all users.
   b. The Developer shall install security cameras to ensure security camera coverage for public exterior spaces of the Triangle Common Areas and interior spaces of the Triangle Public Elements. Developer shall provide required fiber lateral, conduit, pull boxes, cabinets, splicing, and all other necessary system components.
   c. Additionally, Developer shall be responsible for installing camera hardware with the Phase 1 & 2 Common Areas at the pre-identified locations [to be provided].
   d. Security cameras shall have wireless connectivity with a signal receiver located within an area which has the ability to receive all camera signals for each area.
   e. The Signal receiver shall be connected to the City’s fiber network to ensure connectivity to Denver Police Department systems.
   f. Developer shall identify the number and location of planned security cameras for the campus within their Landscape, Amenities, and Aesthetics Plan.

17.9.6 Electrical Connections
   a. Developer shall ensure that public spaces have power supply to support a wide selection of programming activities throughout the year. This includes power to support temporary activities in public spaces such as public markets, festivals, vendor carts, food trucks, or other activities that will ensure an activated campus.
   b. Electrical outlets shall be installed around trees and/or planter boxes along public right-of-way, amenity zones, and sidewalks.
   c. Electrical outlets installed in public spaces or plazas shall be flush mounted and spaced to allow for a wide variety of events and uses. The electrical outlets shall be controlled so
that power can be turned on/off as required by the campus operator. The power supplies should support, at a minimum, the following uses:

i. tree lighting, including festival or holiday lighting around trees and/or other landscaping elements;

ii. allow for manual power to outlets so that outlets can be used for various maintenance purposes (power tools, yard tools, etc.); and

iii. electrical outlets for vendor carts, outdoor performances, event lighting, festivals and special events.

d. Developer shall identify the number and location of electrical connections for the campus within their Landscape, Amenities, and Aesthetics Plan.

17.10. OPEN SPACE

a. Developer must adhere to the City’s 10% open space requirements. Such open space requirements shall be applied to both the Public Elements and the Private Development on the Triangle.

b. Space Beneath I-70 shall not be counted toward the required 10% open space.

c. Any exceptions to the above open space requirements shall be presented to the City for Approval.

d. Developer shall ensure softscape is incorporated into open space design and construction including but not limited to, sodded areas that can be used by the public for recreational and physical activities, flower beds, shrubs, plantings, trees, and other horticultural elements.

17.11. SURFACE MATERIAL / PAVERS

a. The City may approve unique or distinctive paving designs if Developer has a program to ensure ongoing maintenance of paving.

b. Developer shall follow design guidelines when selecting pavers/concrete for the Triangle Common Area:

i. Use of paving materials to facilitate clear pedestrian navigation.

ii. Use of distinct paving materials to indicate areas of continuous travel.

iii. Use of distinct paving materials to highlight main pedestrian aisles in large spaces.

iv. Use of paving materials that facilitate accessibility for all.

v. Use of paving materials and installation methods that maintain a flat, even walking surface over time.

vi. Use of paving materials that are slip resistant.

vii. Design of a paving systems that are durable, easily cleaned and maintained, and of which are of high quality able to withstand the various demands of the Triangle Public Areas, including but not limited to, pedestrian traffic, vehicular traffic, emergency vehicles access, and other uses appropriate for public areas.
17.12. DELIVERABLES

At a minimum, the Developer shall submit the following to the City:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Information or Approval</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Landscape, Amenities and Aesthetics Plan</td>
<td>Approval</td>
<td>Concurrent with submission of Site-Specific development plan</td>
</tr>
<tr>
<td>ii. Visual renderings of proposed designs</td>
<td>Approval</td>
<td>Concurrent with submission of Site-Specific development plan</td>
</tr>
</tbody>
</table>
Section 18
Pedestrian and Bicycle Facilities

18.1 PURPOSE

a. The Triangle development is an integral part of the larger bicycle and pedestrian network connecting the NWC Campus, adjacent neighborhoods and the City as a whole.

b. The overall multi-modal vision for the NWC Campus and Triangle development was developed in the National Western Center Master Plan, National Western Center Multi-Modal Connectivity Framework Plan and further refined in the development of the campus Phase 1 & 2 documents.

18.2 DEVELOPER SCOPE

a. Developer shall obtain campus, neighborhood, and City plans, understand their intent, and design and construct a system of multi-modal routes that provide safe and direct connections within and through the campus for all roadway users.

b. The Developer shall, at a minimum, be responsible for design and construction of the facilities listed in Section 18.2b.i to 18.2b.vi.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Bettie Cram Drive</td>
<td>This is the primary bicycle and pedestrian connection through the Project Area to adjacent neighborhoods. Developer shall provide a minimum 8-foot sidewalk, 5-foot protected bicycle lane, 1-foot 8-inch buffer, and 8-foot amenity zone on both sides of the street and tie-in to Phase 1 and 2 bicycle and pedestrian facilities.</td>
</tr>
<tr>
<td>ii. Bettie Cram Drive Underpass</td>
<td>As outlined in Sections 13 and 17.</td>
</tr>
<tr>
<td>iii. RTD National Western Center station pedestrian bridge</td>
<td>As outlined in Section 14.</td>
</tr>
<tr>
<td>iv. 47th Avenue / North-South Street</td>
<td>Developer shall provide, at a minimum, a 8-foot sidewalk, 5-foot protected bicycle lane, 1-foot 8-inch buffer, and 8-foot amenity zone on both sides of the street for street connection(s) between 47th Avenue, Brighton Boulevard and Bettie Cram Drive.</td>
</tr>
<tr>
<td>v. 46th Avenue</td>
<td>Developer shall provide bicycle lanes between Brighton Boulevard and Washington Street consistent with the National Western Center Multi-Modal Connectivity Framework Plan. Lowering 46th Avenue to remove the need for the pedestrian underpass between the Denver Coliseum site and 1909 Building is desirable.</td>
</tr>
<tr>
<td>Facility</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>vi. Globeville Landing Shared-Use Path</td>
<td>Developer shall provide a bicycle and pedestrian trail connection between Globeville Landing Park/South Platte Trail and 47th Avenue through the Project Area consistent with the National Western Center Multi-Modal Connectivity Framework Plan.</td>
</tr>
</tbody>
</table>

c. Bicycle and pedestrian facilities within roadways shall be consistent with the standards and requirements outlined in Section 12.

d. Developer shall be responsible for operations and maintenance of all bicycle and pedestrian facilities behind back of curb and all off-street shared use paths/trails. This includes bike racks, furnishings in amenity zone and outside the right-of-way. Facilities within public roadways shall be subject to O&M responsibilities defined in Schedule 16.

e. Existing bicycle and pedestrian connections, at a minimum Brighton Boulevard and 46th Avenue, shall remain open to public use during construction in the Site. Detour routes may be proposed and shall be reviewed and Approved by the City.

18.3 DESIGN REQUIREMENTS

18.3.1 Pedestrian Facilities Requirements

a. Developer shall design and construct the facilities to adequately support pedestrian use, access, and circulation within the Triangle in accordance with applicable standards and planning documents and the requirements of this Section 18.3.1.

b. All roadways shall provide sidewalks in accordance with the Project Standards, unless otherwise required. Pedestrian facilities outside the public right-of-way shall be provided to supplement the roadway pedestrian network and provide connections within the Triangle.

c. Sidewalk width and design shall be commensurate with the anticipated level of pedestrian activity within a particular area or along a particular route as determined by the Traffic Impact and Mobility Study.

d. Minimum sidewalk width varies by roadway classification and facility type and shall be in accordance with Denver Moves: Pedestrians and Trails and AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities. The minimum sidewalk width shall be 5 feet.

e. All pedestrian facilities shall meet Americans with Disabilities (ADA) requirements as specified in Section 12 and at a minimum, shall be wide enough to accommodate two-way pedestrian and wheelchair traffic.

f. Pedestrian crossings and signals shall be evaluated in the Traffic Impact and Mobility Study and designed and constructed in accordance with the Project Standards.

g. Pedestrian facilities may not be used for stormwater management or sheet flow.

h. Right of way and amenity zone landscaping, site furnishings and public amenities design shall be in accordance with Section 17.

18.3.2 Bicycle Facilities Requirements

a. Developer shall design and construct the facilities to adequately support bicycle use, access, circulation and storage within the Triangle in accordance with applicable standards and planning documents and the requirements of this Section 18.3.2 and Section 18.3.3.
b. Bicycle facilities shall be incorporated into the design and construction of all roadways in the Triangle. Bicycle facilities outside the public right-of-way shall be provided to supplement the roadway bicycle network and provide connections within the Triangle.

c. Bicycle facility type shall be evaluated as part of the Traffic Impact and Mobility Study and in accordance with the Denver Bikeway Design Manual and approved by the City unless otherwise specified in this Section 18.

d. Bicycle facility design, including minimum dimensions, signage, pavement markings, barrier types and intersection treatments, shall be in accordance with Denver Bikeway Design Manual, Complete Streets Design Guidelines, Denver Parks Planning, Design + Construction Standards and other standards detailed in the Project Standards.

e. Bicycle crossings and signals shall be evaluated in the Traffic Impact and Mobility Study and designed and constructed in accordance with the Project Standards.

f. All bicycle facilities shall meet Americans with Disabilities (ADA) requirements as specified in Section 12.

g. Where feasible, Developer shall provide landscaping buffers between bicycle paths and pedestrian walkways, roads, and buildings. Buffers shall be of adequate size to ensure that designed planting does not encroach onto bicycle path width. Landscaping shall be designed to allow good visibility for personal security and eliminate areas of concealment.

h. Off-street bicycle facilities may not be used for stormwater management and overland flow.

18.3.3 Bicycle Services and Amenities

a. Bicycle racks shall be provided, complying with Section 10 of the Denver Zoning Code, Denver Parks + Recreation Planning, Design + Construction Standards, City Streetscape Design Manual and National Western Center Multi-Modal Connectivity Framework Plan. An appropriate number of bicycle racks shall be installed across the campus to ensure adequate bike parking is available for campus users during high volume campus events.

b. Developer shall identify the number, type and location of bicycle racks planned for the campus within the Conceptual Landscape, Amenities, and Aesthetics Plan described in Section 17.

c. Developer shall provide at least one bike repair station as manufactured by Dero, model Fixit or approved equivalent. Bicycle repair station(s) shall be permanently installed in a concrete footing or pavement and provide an adequate accessible work area. Developer shall identify the number and location of bicycle repair stations within the Conceptual Landscape, Amenities, and Aesthetics Plan described in Section 17.

d. Developer shall provide bicycle parking valet service during major events to encourage easy cyclist use and access. Valet location shall be in close proximity to event space and multiple locations may be required to serve large or dispersed events.
Section 19  
Sustainability

19.1 PURPOSE

a. The City is committed to securing the economy and enhancing quality of life by ensuring that basic resources are available and affordable for all Denver residents, now and in the future. Sustainability is a value that is embedded in all that the City does because the decisions made today will affect generations in the future.

b. Developer shall support the City in its commitment to sustainability and will undertake the Work under the Agreement in a manner that will contribute to the City meeting its Sustainability Goals.

c. Unless otherwise provided, the requirements of this Section 19 apply during both the D&C Period and the O&M Period.

19.2 GENERAL REQUIREMENTS¹

a. Developer shall continually monitor advancements in the technology, theory, application, management and culture of sustainability to ensure that best management practices are utilized.

b. Developer shall comply with the Mayor’s Executive Order 123 and related amendments, including all applicable environmental laws and regulations issued thereunder. Developer is responsible for keeping up to date with all amendments to the Mayor’s Executive Order 123.

c. Developer shall align with the 80x50 Climate Action Plan and support the City in achieving and reporting on the targets therein.

d. As part of the design deliverables, Developer shall describe whether and how the project will meet sustainable design benchmarks and/or include features to advance the City’s sustainability goals as outlined in the Mayor’s Executive Order 123.

19.3 CONSTRUCTION PERIOD REQUIREMENTS

a. During demolition, Developer shall recycle and/or salvage nonhazardous construction and demolition debris. Developer shall develop and implement a construction waste management plan that, at a minimum, identifies the materials to be diverted from disposal and whether the materials will be sorted on-site or comingled.

b. During project planning, Developer shall pursue the use of products and materials for which life-cycle information is available and that have environmentally, economically, and socially preferable life-cycle impacts.

c. Developer shall adhere to the requirements set forth in the Greenprint Denver Construction Project Guidance and Closeout Forms.

d. All concrete that is utilized in the Project will contain a percentage of fly ash and will use recycled aggregates wherever appropriate, as long as the availability and price of fly ash and aggregates are similar to cement and conventional sources of aggregate.

¹ Requirements for a Sustainability Measurement and Verification Plan for ongoing monitoring of compliance with sustainability metrics to be provided in subsequent Addendum.
19.4 BUILDINGS

a. All buildings shall be designed, constructed, operated and maintained according to the principles outlined in the:
   i. US GBC’s LEED program;
   ii. US EPA’s ENERGY STAR program;
   iii. Applicable Greenprint Denver Construction Project Guidance (“What You Need to Know”); and
   other applicable best management practices for sustainability and energy efficiency.

b. Developer shall provide a design narrative on how required space and facilities will accommodate waste management strategies identified in the campus solid waste master plan and shall provide integrated locations for waste, recycling and composting throughout the Facilities.

c. Developer shall select low emitting materials to reduce concentrations of chemical contaminants that can damage air quality, human health, productivity, and the environment.

d. Developer shall prepare vertical facilities to accommodate renewable energy in a future state without significant retrofit requirements. The size and spacing shall be appropriate for the nature and intended use of the space.

e. Developer shall appropriately identify each waste, recycling and composting location and label each chute or bin appropriately.

f. Recycling and trash containers may not be placed within fire rated corridors. If placed in a hallway or egress path that is not fire rated, alcoves for the containers must be provided that do not encroach into the hallway or space.

19.4.1 Green Roof Requirements

19.4.1.1 Cool Roofs

a. Any new building containing 25,000 square feet or more of gross floor area, and existing buildings containing 25,000 square feet or more of gross floor area upon a roof replacement or roof recover for more than 5% of either the total roof area or individual roof section shall provide a cool roof except as specifically excepted in The City and County of Denver Community Planning and Development Department Rules Governing Green Roofs.

b. Roof covering materials shall contain a minimum solar reflectance in accordance with Table 1 for a new roof, roof replacement, or roof recover of new or existing building containing 25,000 square feet or greater of gross floor area.

c. Roof covering materials shall meet at least one of the values identified in Table 1; materials do not have to meet all four values. Developer may apply for administrative approval when proposing specific roof materials not itemized or included by following the process in Section 106 of the Denver Building and Fire Code.

<table>
<thead>
<tr>
<th>Initial Minimum Reflectance</th>
<th>3-Year Minimum Reflectance</th>
<th>Initial SRI Minimum</th>
<th>3-Year SRI Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


Section 19-3

### Low-Sloped Roofs

<table>
<thead>
<tr>
<th>Slope less than 2:12</th>
<th>0.70</th>
<th>0.55</th>
<th>78</th>
<th>64</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Slope roofs (except materials specified below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Slope metal roofs</td>
<td>0.50</td>
<td>not available</td>
<td>not available</td>
<td>not available</td>
</tr>
<tr>
<td>Low Slope concrete pavers or a concrete surface or stone roofs</td>
<td>0.20</td>
<td>not available</td>
<td>not available</td>
<td>not available</td>
</tr>
<tr>
<td>Character defining roof</td>
<td>See Section 3.04(a)</td>
<td>See Section 3.04(a)</td>
<td>See Section 3.04(a)</td>
<td>See Section 3.04(a)</td>
</tr>
</tbody>
</table>

### Steep-Sloped Roofs

<table>
<thead>
<tr>
<th>Slope 2:12 or steeper</th>
<th>0.25</th>
<th>0.15</th>
<th>39</th>
<th>32</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steep Slope roofs (except materials specified below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clay or Concrete roof tile installed on elevated battens</td>
<td>None Required</td>
<td>not available</td>
<td>not available</td>
<td>not available</td>
</tr>
<tr>
<td>Character defining roof</td>
<td>See Section 3.04(a)</td>
<td>See Section 3.04(a)</td>
<td>See Section 3.04(a)</td>
<td>See Section 3.04(a)</td>
</tr>
</tbody>
</table>

d. Where a roof cover or roof replacement project introduces a cool roof where none previously existed, the roof shall be demonstrated, or modified, to meet one of the following designs:

i. steep slope roofs shall be designed and installed to meet IBC 1203.2 Ventilation Requirements;

ii. low sloped roofs shall be designed and installed to include at least a Class III vapor retarder at the roof deck in addition to an air barrier at the roof deck, a single layer may be used to provide both preventative measures. The roof shall also be installed with insulation on top of the roof deck that exceeds R-value of any interior insulation by a minimum of R-18 thermal insulating value, and all other requirements of the International Energy Conservation Code, as amended;

iii. the roofing system shall be designed by a professional roofing consultant, architect, or engineer who must submit an analysis of the existing roofing system. The analysis shall calculate and identify the dew-point, and include a section-detail of the roofing system documenting the vapor retarder, air barrier, and other roof components used to minimize condensation within the roof system.

### 19.4.1.2 Character defining roof

Where approved by the Building Official, the solar reflectance of roof covering materials for use on a character-defining roof may be reduced as is technically and financially feasible to allow the use of materials and colors in keeping with the visual character of the building.
19.4.1.3 Compliance Options  
   a. The following section 6.3 provides additional requirements for compliance options. Owners may apply for administrative approval when proposing an alternate material, design or method of construction by following the process in Section 106 of the Denver Building and Fire Code.  
   b. Compliance with the campuses requirement shall be demonstrated through a Site Development Plan, Infrastructure Master Plan (IMP). Compliance with the Green Buildings Ordinance shall be accomplished in that document and subsequent permit submittals. Submissions should provide information detailing compliance on related sheets, including as applicable, but not limited to, the Cover Sheet, Site Plan, Roof Plan, and Landscape Plan.  
   c. Developers shall identify the extent of the proposed campus by including all new and existing buildings desired to be included in the campus (identified as such), all surrounding streets, and all surrounding ground level areas utilized to meet the campus requirement.  

19.4.1.4 Green Space Requirements  
   a. Coverage Requirements When Green Space is Solely Provided  
   b. New Buildings.  
      i. Developers who choose to provide solely either a vegetated roof or at-grade green space must provide one of the following amounts of green space:  
         A. 10% of the gross floor area of the building;  
         B. 60% of the total roof area of the building; or  
         C. an amount equal to the available roof space of the building.  
      c. Existing Buildings.  
         i. Developers who choose to provide solely either a vegetated roof or at-grade green space may choose to replace either the total roof area or an individual roof section. If the owner chooses to replace the total roof area, then he/she must provide one of the following amounts of green space:  
            A. 2% of the gross floor area of the building;  
            B. 18% of the total roof area on the building; or  
            C. an amount equal to the available roof space of the building.  
            D. if the owner chooses to replace an individual roof section, then he/she must provide one of the following amounts of green space:  
               E. 2% of the gross floor area of the building multiplied by the area of individual roof section being replaced, divided by the total roof area of the building;  
               F. 18% of the individual roof section being replaced: or  
               G. an amount equal to the available roof space of the individual roof section.
19.4.2 Additional Requirements

Developer shall comply with all other general administration, design, permitting, and maintenance requirements as set forth in the Rules and Regulations Governing Green Building Requirements.

19.5 WATER

a. Developer shall adhere to the City’s Sustainability Goals, include minimizing use of potable water.

b. Developer shall demonstrate wise water design in all public facilities, buildings, and plazas through the design of water efficient facilities extending to plumbing fixtures, irrigation systems, cooling towers, kitchen operations, laundries, and other water uses.

c. Developer shall support and leverage opportunities unique to the campus scale, including front range water stakeholders, to deliver on the National Western Center Master Plan public commitments.

d. The National Western Center Campus has partnered with Denver Water to bring Purple Pipe to the campus. Developer shall familiarize itself and comply with Denver Water policies related to Purple Pipe.

19.6 STORMWATER

a. Planning, design and construction of strategic water quality systems shall provide flexible, innovative and adaptable pollutant removal to the maximum extent practicable for site specific and regional conditions.

b. Storm water quality facilities shall be attractive and functional, support public safety, environmental health, and serve as a public amenity.

c. Operation and maintenance of the storm water quality systems shall be conducted regularly, effectively and efficiently.

d. Planning, design and construction of the stormwater systems shall support long-term operation and maintenance, and sustain the intended uses of the facility.

e. In consideration of Ultra Urban Green Infrastructure Guidelines, Developer shall deploy multiple strategies to reduce site runoff. Appropriate strategies include:

   i. permeable paving;
   ii. water storage/reuse;
   iii. use multiple strategies to allow for stormwater filtration and infiltration;
   iv. bioretention areas (rain gardens); and
   v. subsurface infiltration.

19.7 PLAZAS AND PUBLIC SPACES CONSIDERATIONS

a. In event and flexible spaces, Developer shall use permeable paving in locations that don’t interfere with major event traffic.

b. In streetscapes the developer shall match to the water quality and design minimums of Betty Cram Drive as a baseline for amenity zone in the Triangle. Developer may propose enhanced water quality design to accommodate water strategies such as bioretention areas and tree trench filters

c. In plazas and gathering areas, Developer shall use permeable paving, when feasible, and direct runoff to planting areas.
19.8 CLIMATE
Developer will plan and implement a strategy, programs and/or projects to prepare for a rapidly-changing climate and to respond to extreme events. The Developer will demonstrate how they will contribute to the City and County of Denver’s Climate Resiliency Plan, which is integrated into Department Strategic Plans, Annual Environmental Management System Plans, Capital Improvement Plans and Peak Performance reviews.

19.9 SOLAR READY REQUIREMENTS
Developer shall follow Green Roof requirements under City Ordinance, and is encouraged to consider solar electrical energy opportunities for the campus, except for the 1909 Building, where it is expressly disallowed.

19.10 LEED CERTIFICATION REQUIREMENTS
a. All new buildings shall be certified to LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible.

b. Developer shall obtain, at a minimum, the USGBC’s LEED Rating System LEED Gold Certification for each building in accordance with the following:

i. Developer shall determine the number of registrations required to facilitate LEED Gold Certification of all buildings and, within sixty (60) days of the Effective Date, register each building with the USGBC under the LEED Rating System; and

ii. if, at any time after the Developer obtains registration with the USGBC, the requirements to achieve LEED Gold Certification under the LEED Rating System change, and the Developer is required to comply with such change in order to achieve LEED Gold Certification of the buildings, then Developer shall notify the City of such change.

c. Developer may in its discretion determine which additional LEED credits and points to pursue, except that the Developer shall not pursue, or rely on for purposes of achieving LEED Gold Certification for any building, any innovation and design credits that require investment by the City in future equipment or procurement processes that may increase the City’s costs.

d. Developer shall support the City’s effort to Register Capital Build master site with USGBC to secure base level of points all buildings on campus can use to support individual certification

e. Project site lighting shall be designed and constructed to meet the LEED 2009 Requirements of Sustainable Sites, Credit 8: Light Pollution Reduction.

19.11 NATURE
Subject to the requirements of Section 17, Developer shall support the protection and preservation of the City’s existing tree canopy cover through the inclusion of trees in the design. New tree planting sites shall be designed in a manner that will allow for the long-term successful growth of the tree.
Section 20
Campus Energy System

Section 20 to be released in a subsequent Addendum.
Schedule 15A
D&C Standards

1 REQUIREMENTS

a. All aspects of the D&C Work shall be performed in accordance with the requirements of applicable Law, the Agreement, the Project Standards, applicable industry codes and standards, and other guidance and best practice documents typically applied to redevelopment projects, including primary regulations, codes and standards as set forth in this Schedule 15A. In addition to the D&C Standards identified in this Schedule 15A, Developer is responsible for identifying any and all applicable regulations, codes and standards.

b. If there is any conflict between any of the requirements described in Section 1a above, the most restrictive requirement shall apply. If any requirement is unclear, Developer shall seek clarification from the City.

2 D&C STANDARDS

2.1 City


c. Building Industry Consulting Service International’s (BICSI) current telecommunications distribution Methods

d. CCD Storm Drainage Design & Technical Criteria Manual

e. CCD Traffic Signal, Sign and Pavement Marking Standards

f. CCD Transportation Engineering Plans Review Submittal Requirements.

g. City and County of Denver Complete Streets Design Guidelines (final draft anticipated 2020)

h. City and County of Denver Parks and Recreation Planning, Design + Construction Standards

i. City and County of Denver Public Works Complete Streets Design Guidelines

j. City and County of Denver Public Works Denver Bikeway Design Manual

k. City and County of Denver Public Works Traffic Signal, Sign and Pavement Marking Standards

l. City and County of Denver Public Works Transportation Standards and Details for the Engineering Division

m. City and County of Denver Public Works Transportation Standards and Details for the Engineering Division

n. City and County of Denver Public Works Uncontrolled Pedestrian Crossing Guidelines

o. City and County of Denver Traffic Signal Standards and Sign & Marking Standards

p. City and County of Denver Traffic Standard Drawings

q. City and County of Denver Zoning Code
r. City and County of Denver, Denver Bikeway Design Guidelines (Draft)
s. City Building and Fire Code
y. Denver Parks & Recreation, Game Plan for a Healthy City (2019)
z. Denver Parks and Recreation Planning, Design and Construction Standards
aa. Denver Revised Municipal Code (DRMC), Chapter 36 – Noise Control
bb. Denver Street Lighting Design Guidelines
cc. Denver Water Engineering Standards
dd. DRMC, Chapter 19-Excavations
ee. DRMC, Chapter 30, Landmark Preservation
ff. DRMC, Chapter 39 Natural Area Designation and Preservation
gg. DRMC, Chapter 4 Air Pollution Control
hh. DRMC, Chapter 57 Parks and Recreation, Natural Areas
ii. Executive Order No. 109 - Implementation of City Polity and Procedures for the Operation of City-Owned Aboveground and Underground Storage Tanks
jj. Executive Order No. 115- Required Use of Denver-Arapahoe Disposal Site (Landfill)
kk. Executive Order No. 123-Citywide Sustainability Policy
ll. National Fire Protection Association Standards (As referenced in the Building Code of the City and County of Denver)
mm. Public Works Wastewater Capital Projects Management Standard Construction Specifications
oo. Transportation Standards and Details for the Engineering Division
pp. Wastewater Management Division Standard Detail Drawings

2.2 Code of Colorado Regulations

a. 4 CCR 723-4 Colorado Pipeline
b. 5 CCR 1001 Air Quality Control Commission
c. 5 CCR 1001-10 Regulation No. 8 Control of Hazardous Air Pollutants, Part B Asbestos Control
d. 5 CCR 1001-19 Regulation No. 15 Control of Emissions of Ozone-Depleting Compounds
Project Agreement
Schedule 15A, D&C Standards

2.3 Federal Regulations

a. 29 CFR 1910 Occupational Safety and Health Standards
b. 29 CFR 1926 Safety and Health Regulations for Construction Safety
c. 40 CFR 110 Discharge of Oil
d. 40 CFR 112 Oil Pollution Prevention
e. 40 CFR 300, National Contingency Plan
f. 40 CFR 312 Innocent Landowner Standards for Conducting All Appropriate Inquiries
g. 40 CFR 761 Polychlorinated Biphenyls
h. 40 CFR 763 Subpart G, Asbestos Worker Protection
i. 40 CFR 82, Subpart F, Recycling and Emissions Reduction
j. 40 CFR Part 61 Subpart M, National Emission Standard for Asbestos
k. 50 CFR 10.13 Migratory Bird Treaty
l. 50 CFR 17 Endangered and Threatened Wildlife and Plants Regulations
m. 50 CFR 22 Bald and Golden Eagle Protection

City and County of Denver
National Western Center Triangle Project
Schedule 15A - 3
2.4 **American Association of State Highway and Transportation Officials**
   b. AASHTO “Roadside Design Guide”
   c. AASHTO A Policy on Geometric Design of Highways and Streets
   d. AASHTO Guide for the Development of Bicycle Facilities
   e. AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
   f. AASHTO M 145
   g. AASHTO Guide Specifications for Design of Pedestrian Bridges
   h. AASHTO LRFD Bridge Design Specifications and the CDOT Bridge Design Manual

2.5 **American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)**
   a. American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) handbook

2.6 **ASTM International**
   a. ASTM 2488
   b. ASTM D2487

2.7 **Colorado Department of Transportation (CDOT)**
   a. CDOT M&S Standards
   b. Standard Specifications for Road and Bridge Construction (Sections 200 through 700 of the 2011 Edition)

2.8 **Federal Highway Administration**

2.9 **State and Federal Statutes**
   b. Colorado Protocol to Native American Graves Protection and Repatriation Act (NAGPRA)
   c. CRS 25-8-601 WQCC Suspected and Accidental Discharges
   d. CRS 33-2-105 Nongame, Endangered and Threatened Species Conservation

2.10 **National Western Center**
   a. National Western Center Design Guidebook
   b. National Western Center Design Standards and Guidelines
   c. National Western Center Master Plan (2015)
   e. National Western Center Placemaking – Lighting Overlay Study,
f. National Western Center Signage and Wayfinding Concept Plan,
g. National Western Parking and Transportation Demand Management Plan (2017)
h. NWC HSSE Program Plan
i. NWC Material Management Plan

2.11 Other
a. AREMA Manual for Railway Engineering
b. BNSF/UPRR Guidelines for Railroad Grade Separation Projects
d. Crime Prevention Through Environmental Design (CPTED) principles
e. International Building Code
f. Manual on Uniform Traffic Control Devices
g. Matrix of Design Criteria [Design for local, collector, Arterial, expectations]
h. MGPEC Pavement Design Standards and Construction Specification Manual
i. National Electrical Code
j. National Institute for Occupational Safety and Health (NIOSH) criteria.
k. National Standard ANSI Z60
l. RTD Commuter Rail Design Criteria
m. Secretary of the Interior’s Standards for the Rehabilitation of Historic Building
n. Storm Drainage Design Criteria Manual
o. Street Tree Plan Review Checklist from the Office of the City Forester
The City intends to provide specifications for FF&E for both the Triangle Facilities and the Phases 1 & 2 Facilities in Addendum #3. As a part of these specifications, all Area Data Sheets previously included in Schedule 15 will be transferred to this Schedule 16A.

The City is also considering mechanisms for allowing “over-the-shoulder reviews by the Developer of the completion and commissioning of the Phases 1 & 2 Facilities by other City contractors. As a part of this process, the City may reserve an allowance for FF&E to be optimized on consultation with the Developer’s Lead Facilities Operator, and may include some requirements for the Developer to complete the FF&E to certain minimum specifications on the Phases 1 & 2 Facilities.

More detail will be provided in Addendum #3.
Additional design information regarding M&O Building, Stockyards Events Center & Stockyards South, and Stockyards North will be added to the Reference Documents and distributed by separate release later in March. Additional design information regarding the Equestrian Center will be added to Reference Documents with Addendum #3, and regarding the Livestock Center with Addendum #4.
1. **GENERAL OPERATIONS AND MAINTENANCE REQUIREMENTS**

1.1 **General Requirements**

a. Commencing on the achievement of Occupancy Readiness, pursuant to Schedule 4, Developer shall operate, manage, maintain, repair and replace the areas of the Site it has responsibility over as depicted in the O&M Limits on a 24 hours per day, seven day per week basis during the Term in accordance this Schedule 17, and the Project Agreement.

b. Developer shall furnish all personnel, labor, equipment, tools, materials, storage, vehicles, supervision and supplies that are necessary to perform the O&M Work. Equipment and tools shall be fully functional, and supplies shall be available to avoid or minimize disruption throughout the Term.

c. Developer shall be responsible for transport and storage of all materials and supplies delivered to the Site that relate to the O&M Work.

d. The Developer shall provide safe physical access as necessary for representatives of the City to the Site or where materials are to be inspected, at an off-Site location and to Developer’s project field offices in connection with the O&M Work.

e. Developer acknowledges that there may be O&M Work and requirements in this Schedule 17 that are not explicitly described that are normally and customarily provided as part of the provision of O&M Work in accordance with Good Industry Practice for this type of Site.

f. Developer shall carry out O&M Work for all elements of the Site unless specifically excluded in this Schedule 17.

1.2 **Applicable Standards**

a. Developer shall at all times during the Term carry out O&M Work:

   i. in accordance with the O&M Standards, set out in Schedule 15B; and

   ii. in a manner based on sound technical and operational procedures in accordance with Good Industry Practice.

b. At all times in the performance of O&M Work, Developer shall comply with the requirements in Annex 17-A.

1.3 **O&M Work and Limits During D&C Period**

1.3.1 **O&M Work During Construction**

a. During the D&C Period, the Developer shall perform the O&M Work, comprising the following activities:

   i. provision of an O&M Customer Services Centre, pursuant to Section 4.1;

   ii. performance of O&M Services for the following components of the Site:

      A. Triangle Areas in accordance with the Project License Start Dates identified in Table 34.1 of Schedule 13; and

      B. Phases 1 & 2 Areas with the corresponding applicable Handback date as identified in Schedule 13;

   in accordance with the:

   C. phasing plans;
D. scope of O&M Services in Table 17-1;
E. scope of O&M Services in Tables 17-2 and 17-3 with respect to any Non-Developer Events including Major Events that occur during the D&C Period; and
F. applicable requirements in Section 3;
iii. provision of Light O&M Services (as defined below) for the Facilities defined as “Existing” within Part 2: Project-related Facilities, Properties, and Areas of Annex B-5 to the Agreement from the point of handover by the City to Developer;
v. provision of roads, grounds and landscape management services in accordance with Section 5.8 in areas where construction activities are not being undertaken including Future Takedown areas, for the duration of the D&C Period subject to the phasing plans, and to be agreed with the City;
vii. maintenance of all temporary fencing on Site.

b. Developer shall be responsible for the coordination of activities relating to D&C Work and O&M Work during the D&C Period.
c. Developer shall develop and implement O&M Services Plans and Manuals for the D&C Period pursuant to Section 2.3.4.
d. Developer shall be responsible (currently indicated as “City and County of Denver responsibility”) for the maintenance of:
i. the elements indicated in Exhibit C; and
ii. as detailed in Section 5 (operation and maintenance of new corridor), of the Rail Construction, Operations and Maintenance Agreement for the Denver Rock Island Railroad (DRIR), which is included in the Reference Documents.
e. For the purposes of this Section 1.3.1, “Light O&M Services” is comprised of all property management activities necessarily or customarily required in advance of demolition of the relevant facility, including the following activities as applicable under the circumstances:
i. monitoring of mechanical, electrical and plumbing systems within the Facilities to maintain the safety of existing systems prior to disconnecting any systems and utilities;
ii. routine and reactive waste collection and segregation services;
iii. inspection and monitoring of building envelope and structure to ensure the safety and integrity of the buildings and to prevent and/or detect unauthorized occupancy;
iv. installation of security fencing and/or boarding-up the property;
v. conduct of any remediation of Hazardous Substances required under Section 10 of Schedule 15; and
vi. miscellaneous maintenance if temporarily necessary.
1.3.2 D&C Period O&M Limits

a. Developer shall submit drawings for D&C Period O&M Limits to the City for Approval within 30 Calendar Days after Financial Close. The drawings for D&C Period O&M Limits produced by Developer shall:
   i. include and be updated in accordance with the Triangle Areas and corresponding Project License Start Dates identified in Table 13.1 of Schedule 13;
   ii. be developed in accordance with the O&M Limits Reference Drawings for Phase 1 & 2 Areas with the corresponding applicable Handback date as identified in Schedule 13; and
   iii. comply with the requirements of this Schedule 17 that apply during the D&C Period.

b. Developer’s D&C Period O&M Limits drawings shall clearly detail the Developer’s responsibilities and interface with O&M Services performed by others, and shall be presented in both detailed plans and cross section drawings, as applicable. The drawings shall be consistent with the Developer’s design, and shall be updated for Approval by the City during the D&C Period to reflect changes to the as-built Project.

c. Developer shall perform the O&M Services during the D&C Period within the D&C Period O&M Limits in accordance with this Section 1.3 and the other provisions of this Schedule 17 and the Project Agreement that apply during the D&C Period.

1.4 O&M Work and Limits during the O&M Period

1.4.1 O&M Work during the O&M Period

a. Table 17-1 below identifies the O&M Services to be provided by the Developer for each of the Facilities on the Site during the O&M Period.

b. The scope of O&M Services and applicable requirements for each of the O&M Services listed in Table 17-1 are further described in Section 3.
Table 17-1: Developer’s O&M Services

<table>
<thead>
<tr>
<th>Facilities</th>
<th>O&amp;M Services</th>
<th>Building O&amp;M Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Reference (Schedule 17)</td>
<td>Section 4.1</td>
<td>●</td>
</tr>
<tr>
<td>Triangle: New Arena</td>
<td>Section 4.2</td>
<td>●</td>
</tr>
<tr>
<td>Triangle: Expo Hall</td>
<td>Section 4.2.1</td>
<td>●</td>
</tr>
<tr>
<td>Triangle: 1909 Building</td>
<td>Section 4.2.2</td>
<td>●</td>
</tr>
<tr>
<td>Triangle: Fuller Drug Store (until it becomes a City-owned facility)</td>
<td>Section 4.2.2</td>
<td><img src="https://via.placeholder.com/150" alt="Image" /> (if applicable)</td>
</tr>
<tr>
<td>Triangle: Common Area</td>
<td>Section 5.2</td>
<td>●</td>
</tr>
<tr>
<td>Triangle: L-RTD Transit Station</td>
<td>Section 5.2</td>
<td>●</td>
</tr>
<tr>
<td>Triangle: Bridge and Pedestrian Bridge</td>
<td>Section 5.2</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Livestock Center (if applicable)</td>
<td>Section 5.2.1</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Expansion Center</td>
<td>Section 5.2.1</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Stockyards Event Facility</td>
<td>Section 5.2.1</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Parking Structure</td>
<td>Section 5.2.1</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Common Area (including the Piazza)</td>
<td>Section 5.2.1</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Maintenance and Operations Facility and Grounds</td>
<td>Section 5.2.1</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Armory</td>
<td>Section 5.2.2</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Sheep Bridge</td>
<td>Section 5.2.2</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Hay Barn A3</td>
<td>Section 5.2.2</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: CB1 Buildings</td>
<td>Section 5.2.2</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: WSCA Storage Building</td>
<td>Section 5.2.2</td>
<td>●</td>
</tr>
<tr>
<td>Phase 1 &amp; 2: Stockyards (if applicable)</td>
<td>Section 5.2.2</td>
<td>●</td>
</tr>
</tbody>
</table>

**Facilities maintenance services**: Section 4.1

**Cleaning services**: Section 4.2.1

**Building O&M Services**: Section 4.2.2

**Pest control services**: Section 4.2.3

**Camps-Wide O&M Services**: Section 5.2.2

City and County of Denver
National Western Center Triangle Project

Addendum #2
March 5, 2020

Schedule 17-4
## Project Agreement
### Schedule 17, Operations and Maintenance

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Cross Reference (Schedule 17)</th>
</tr>
</thead>
<tbody>
<tr>
<td>O&amp;M Services</td>
<td>Triangle: New Arena</td>
</tr>
<tr>
<td>Roads, grounds and landscaping services</td>
<td>Section 5.8</td>
</tr>
<tr>
<td>Snow and ice removal services</td>
<td>Section 5.9</td>
</tr>
<tr>
<td>Parking management services</td>
<td>Section 5.10</td>
</tr>
</tbody>
</table>

### Renewal Work O&M Services

<table>
<thead>
<tr>
<th>Renewal work management services</th>
<th>Section 6.1</th>
<th>(if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental management services</td>
<td>Section 6.3</td>
<td></td>
</tr>
<tr>
<td>Handyman services</td>
<td>Section 6.4</td>
<td>(if applicable)</td>
</tr>
</tbody>
</table>

Public Street ROW, Triangle Common Areas and Phases 1 & 2 Common Areas

Site excluding the Non-Developer Campus Area

Addendum #2
March 5, 2020
1.4.2 O&M Period O&M Limits

a. Developer shall submit drawings for O&M Period O&M Limits to, and obtain acceptance thereof from, the City prior to Substantial Completion. The drawings for O&M Period O&M Limits produced by the Developer shall:

i. include the Site for the entire NWC Campus;
ii. be developed in accordance with the D&C Period O&M Limits and the O&M Limits Reference Drawings; and
iii. comply with the requirements of this Schedule 17 that apply during the O&M Period.

b. The Developer’s O&M Period O&M Limits drawings shall clearly detail the Developer’s responsibilities and interface with others during the O&M Period and shall be presented in both detailed plans and cross section drawings, as appropriate. The drawings shall reflect the as-built condition of the Project and shall be updated as necessary as the as-built condition changes.

c. The Developer shall perform O&M Services during the O&M Period within the O&M Period O&M Limits in accordance with this Section 1.4.

2. MANAGEMENT REQUIREMENTS

2.1 Quality Management

The Developer shall comply with the provisions of Schedule 10 applicable to the O&M Services at all times, including the submission to the City and implementation of the O&M Quality Management Plan and quality reporting requirements.

2.1.1 Computer-Aided Facility Management System

a. The Developer shall utilize a Computer-Aided Facility Management System (“CAFM”) to track, record, manage and communicate day-to-day O&M Services and to support long-term planning.

b. The CAFM, including hardware and software should allow for the following facilities management functions:

i. long-range and annual facility planning;
ii. facility financial forecasting;
iii. receiving, tracking, and recording work orders;
iv. work specifications, installation and space management;
v. architectural and engineering planning and design;
vi. renovation;
vii. maintenance and operations management and reporting;
viii. telecommunications integration, security and general administrative services;
ix. sustainability monitoring, reporting, and forecasting;
x. subcontracts, suppliers, and personnel management;
xi. document management; and
xii. interface with a Building Management System (“BMS”).
c. The City shall have read only access to the CAFM at all times for running any desired ad hoc reports and for auditing purposes.

2.1.2 Building Management System

a. Developer shall utilize a Building Management System (BMS) to control, monitor, and integrate the Facilities’ systems, including but not limited to HVAC, lighting, security, access control, fire and safety alarm monitoring and vertical transportation control.

b. The Developer’s BMS shall have the functionality of being able to communicate and be compatible with other building management systems on the Site such as that which the Campus Energy Provider will have for the Campus Energy System.

c. The BMS shall control building environmental conditions including temperature, humidity, CO2, illumination, heating, cooling and air flow distribution.

d. Developer shall provide the necessary resources to support data mining, developing reports as required, and performing overall trending analysis to determine long-term planning for equipment reliability, fault-cause analysis and benchmarking measurements, as required in Section 2.3.

e. The BMS shall be functional in accordance with the Phasing Plans during the D&C Period, and shall be available and functional at all times during the O&M Period.

f. The City shall have read only access to the BMS at all times for running any desired ad hoc reports and for auditing purposes. Developer shall ensure that any such reports will be capable of being exported by the City into Microsoft Excel format, including but not limited to:

   i. critical incident failures;
   
   ii. daily, weekly, periodic status reports;
   
   iii. exception report by status elements; and

   iv. time of occurrence, response and rectification.

2.2 Satisfaction Surveys

a. Developer will develop, maintain, and implement a system for recording and acting on Event Holder’s feedback and satisfaction with respect to the adequacy and quality of the O&M Services delivered by the Developer through the distribution of satisfaction surveys to Event Holders.

b. In accordance with the Submittal Review Process in Schedule 11, Developer shall propose the format, questions and approach for satisfaction surveys to the City no later than 90 Calendar Days prior to the first Event. Developer shall update the satisfaction surveys at least annually thereafter, no later than 30 Calendar Days prior to the end of each calendar year.

c. Satisfaction surveys shall be delivered to respondents no later than 30 Calendar Days after the last day of an Event; and

d. The results of the satisfaction surveys shall be included in the Monthly O&M Report following the month in which the survey closed and shall include analysis of the results in accordance with Section 2.3.1.

2.3 O&M Reporting and Liaison

Developer shall produce, report, and manage the following reports for the City.
2.3.1 Monthly O&M Report
   a. The Developer shall submit to the City, within five Working Days of the end of the month, during the D&C Period and the O&M Period, a detailed Monthly O&M Report containing information on the Developer’s performance during the previous calendar month; and
   b. The Monthly O&M Report shall contain, at a minimum the content and information set out in Annex 17-B.

2.3.2 Monthly Site Inspection Report
   a. The Developer shall submit to the City, within five Working Days of the end of the month, during the D&C Period and the O&M Period, a report that details the Developer’s findings and follow-up actions of the Site Inspections; and
   b. The Monthly Site Inspection Reports shall contain, at a minimum, the content and information set out in Annex 17-B.

2.3.3 Annual O&M and Renewal Work Report
   a. No later than 60 Calendar Days after the start of each calendar year, the Developer shall submit an Annual O&M and Renewal Work Report to the City, including information on the Developer’s performance of the O&M Services and renewal work during the previous calendar year;
   b. The Annual O&M and Renewal Work Report shall contain, at a minimum, the content and information set out in Annex 17-B.

2.3.4 Other City-Required Reporting
   a. Developer shall provide all statistical data not otherwise specified in Annex 17-B and required for any City reports reasonably required by the City.
   b. Developer shall provide any ad-hoc report required by any Governmental Authority in respect of the failure of assets maintained by the Developer.

2.4 O&M Services Plans and Manuals
   a. Unless specified otherwise in this Section 2.3.4, the Developer shall submit the O&M Services Plans and Manuals as included in this Section 2.5 as follows:
      i. For the D&C Period: no later than 60 Calendar Days after Financial Close. The Developer shall update the O&M Services Plans and Manuals at least annually thereafter, no later than 30 Calendar Days prior to the end of each calendar year; and
      ii. For the O&M Period: no later than 90 Calendar Days prior to the Scheduled Substantial Completion Date. The Developer shall update the O&M Services Plans and Manuals at least annually thereafter, no later than 30 Calendar Days prior to the end of each calendar year.
   b. Annual updates to the O&M Services Plans and Manuals shall take account of:
      i. modifications and changes to the Site, including Facilities and equipment;
      ii. changes in relevant standards and laws;
      iii. changes in Developer’s policies and procedures;
      iv. improvements in Good Industry Practice and technology; and
      v. other relevant matters as appropriate.
2.4.1 O&M Mobilization Plans

a. The Developer shall submit the D&C Period O&M Mobilization Plan no later than 30 Calendar Days after Financial Close.

b. The Developer shall submit the O&M Period O&M Mobilization Plan no later than 180 Calendar Days prior to the Scheduled Substantial Completion Date.

c. The Developer is not required to submit annual updates to the O&M Mobilization Plans, unless specifically required by the City.

d. The Developer shall prepare the O&M Mobilization Plans with inputs from the City to ensure it is coordinated with City requirements and activities. Once approved by the City, the O&M Mobilization Plans will be used as a management document to guide the mobilization of O&M Services and overall Developer activities.

e. The O&M Mobilization Plans shall include, at a minimum, the following:

   i. a detailed plan on how the operational start-up activities will coordinate with construction and commissioning activities;

   ii. Developer start-up activities which may require coordination with the City or other Third Parties;

   iii. a schedule for completion of all activities, including the following:

       A. milestones at which the Developer will seek the City’s inputs and approvals;

       B. milestones at which the Developer will seek other Third Parties’ inputs and approvals;

       C. timeframes for the start-up activities based on priorities, starting with the most complex and critical Developer O&M Services and issues; and

       D. schedule of delivery or milestone dates to implement the requirements in this Schedule 17 and deliver the O&M Services Plans and Manuals,

   iv. an implementation plan for each of the O&M Services, including hiring of resources and procurement of contracted services, products and materials;

   v. a plan for training O&M Services staff, including O&M Customer Service Center operators and maintenance staff to ensure ability to respond to requests to the O&M Customer Service Center;

   vi. formats and templates for reports identified in Section 2.3; and

   vii. any other information that is necessary for the smooth mobilization of O&M Services.

2.4.2 O&M Management Plans

Developer shall prepare an O&M Management Plan (OMMP) that is consistent with its maintenance obligations under this Schedule 17 and that defines the processes and procedures for complying with its maintenance obligations.

a. Developer shall provide, and keep updated, processes and procedures in the OMMP to ensure that:

   i. all Elements comply with the applicable General Requirements and meet or exceed the applicable Minimum Service Standards in Annex 17-A; and

   ii. all required action is taken and completed in relation to performance failures within the applicable Cure periods
Project Agreement
Schedule 17, Operations and Maintenance

b. Developer shall submit the OMMP to, and obtain the Approval thereof from, the City prior to the issuance of NTP2 and shall submit an updated version to the City for Approval by the City prior to Substantial Completion. In addition, the OMMP shall be updated and submitted for Approval annually no later than 60 Calendar Days before the end of each Contract Year. The OMMP shall also be updated more frequently as required during the D&C Period or O&M Period to indicate changes to relevant protocols, agreements, and other interactions with other entities and to indicate requirements for equipment and systems that have been revised, upgraded, or replaced. Developer shall at all times comply with the latest Approved OMMP.

i. The OMMP shall include, at a minimum, the following elements in respect of the performance of O&M Services:

A. a complete organizational chart and staffing plan that shows the personnel required to perform the O&M Services (including all hourly and part-time staff) and the corresponding management structure and contact list;

B. personnel qualifications and certifications for each position, required training, anticipated work hours, and work locations;

C. drawings, pursuant to Section 1.1.1, in a size and format that is legible, delineating the D&C Period O&M Limits and the O&M Period O&M Limits and detailing the limits of infrastructure to be maintained by Third Parties, including the use of photos to illustrate detailed limits;

D. procedure for communications and coordination with the City for scheduling repairs and closures of Facilities for maintenance, including minimum time period of notification to the City on scheduled repairs or closures;

E. procedure for coordination of activities with other entities having interests within and adjacent to the Project;

F. an O&M Policies and Procedures Manual, as described in Section 2.4.3b, for all O&M Services to meet the Performance Standards in Annex 4 to Schedule 5 and the Minimum O&M Service Standards in Annex 17-A and in compliance with applicable Laws and City requirements, including but not limited to the services listed in Table 17-1, 17-2 and 17-3 as may be applicable during the D&C Period and the O&M Period;

G. inspection routines, checklists, frequency for each of the inspection routines, and equipment and tools needed for the inspections, including but not limited to the O&M Period Site inspections pursuant to Section 4.1. The O&M Management Plan shall set forth the conditions where the frequency of inspections for a particular asset, component or group of assets may be increased due to the ageing of an asset or increased wear and tear;

H. details of the process for storing, maintaining and updating maintenance and operating records to ensure that such records are kept safe, secure and are readily accessible in electronic format;

I. location and layout of maintenance and storage facilities, vehicles and equipment, tools, computers, software and other major assets/items including procedures for ensuring all necessary maintenance equipment and materials are readily available;

J. for the O&M Period OMMP:
1. description of the Developer’s Maintenance Management Information System and its functionalities;

2. procedure for maintaining a comprehensive, accurate, and auditable spare parts and inventory level to address the maintenance obligations. This information contained in the inventory shall be compatible with the Maintenance Management Information System (MMIS) as described in Section 2.2;

3. procedure for identifying, recording, responding in a timely manner and tracking Performance Failures, performance compliance and corrections (repairs, renewal, replacements);

4. maintenance and service manuals including detailed technical and servicing descriptions for all Elements assessed as well as software and equipment that is required for the O&M Services. The manual shall include maintenance schedules, testing and diagnostic procedures, trouble-shooting techniques, corrective measures, both temporary and permanent, and the location and availability of support services. Standard service manuals for unmodified commercial products are acceptable for inclusion in the OMMP provided that they contain details and accurate information in order to properly service the specific equipment related to the Elements;

5. list of the maintained Elements major systems and equipment manufacturers/vendors, including their contact information (contact person, address, telephone numbers, website address and e-mail address);

6. description of all Elements, including an inventory of Facilities, systems and equipment to be maintained by the Developer, including a logical system breakdown of all Elements and the levels of maintenance and summary of maintenance tasks to be provided by the Developer;

7. a detailed description of Preventative Maintenance activities and a Preventative Maintenance Plan for the upcoming calendar year, including, but not limited to, location of the work to be undertaken, identification of activities anticipated to cause disruptions to the activities on Site, time period when the Preventative Maintenance activities are to be undertaken, risk assessment (including health and safety), asset conditions, resources to be used, permits to work needed, and contingency planning; and

ii. all plans and manuals required in this Schedule 17 but not otherwise described in this Section 2.4.

c. The O&M Policies and Procedures Manual shall include, at a minimum, the following for all O&M Services performed by the Developer:

i. purpose, application and scope;

ii. revision record;

iii. details of the manner in which the O&M Services will be provided so as to meet the Project Standards;

iv. roles and responsibilities;
v. Project and site-specific procedures addressing the requirements of Schedule 17, which procedures shall include measurable steps that can be tracked to demonstrate achievement of tasks and adherence to performance indicators;

vi. interfaces and integration with the City’s and other parties’ operations, including decision points, approvals, communication forms, communications and meetings required, as well as meetings’ heads of terms;

vii. process diagrams / flowcharts summarizing the steps and interfaces in the performance of the O&M Services;

viii. back-up plans, provisions for continuity of O&M Services;

ix. information management and document control; and

tax. quality monitoring and audit points.

2.4.3 Renewal Work Plan

a. Developer shall prepare and submit, no later than 120 Calendar Days prior to Substantial Completion, a Renewal Work Plan that shall be updated annually. The Renewal Work Plan shall provide a detailed approach for Renewal Work that includes maintenance, repair, reconstruction, and replacement of each applicable Element.

b. The Renewal Work Plan shall identify the Developer’s procedure for evaluating the condition and FCI of the Facilities, identification of needs for Renewal Work, the identification and reporting of the status of assets under the control of the Developer and the Developer’s procedures for implementing Renewal Work based on expected Useful Life of each of the Elements;

c. The Renewal Work Plan shall, at a minimum:

i. be aligned with the obligations described in Section 6 and Schedule 19 (Handback) including conducting and documenting a condition assessment of the Facilities and their major systems and Elements;

ii. identify and describe the Developer’s management approach with respect to integrating and aligning the Planned Maintenance, Demand Maintenance and Renewal Work;

iii. describe the process for asset preservation, work identification and prioritization;

iv. detail the maintenance and repair requirements to remedy any identified defects;

v. identify any areas of risk and describe appropriate mitigation measures;

vi. identify aspects of Renewal Work that may require environmental review a minimum of 12 months prior to commencement of such Renewal Work;

vii. describe the approach for completing the annual Renewal Work schedule including the resources, materials and equipment required;

viii. provide any recommendations or innovations based on Good Industry Practice and latest techniques to improve the performance of Renewal Work or performance reporting processes and demonstrate that all such innovation and research is adopted as warranted in its annual updates of the Renewal Work Plan;

ix. describe the methods and procedures to be used by Developer to estimate the expected cost of Renewal Work for each asset and component, demonstrating that the estimates are reasonable and appropriate;

x. provide a detailed description of the Renewal Work planned for the upcoming calendar year; and
xi. include an annual Renewal Work schedule and a rolling six-year Renewal Work schedule to be updated annually and in a format to be Approved by the City.

2.4.4 O&M Safety Plans

a. Developer shall prepare and submit an O&M Safety Plan prior to NTP2 that demonstrates compliance with all State, Federal and local Law, codes and regulations, and the Rolling Owner Controlled Insurance Program (ROCIP) Safety Manual, for the protection of personnel and users during the performance of O&M Services. Developer shall develop a Safety Plan that includes staff training, safety procedures and protocols to address hazardous conditions associated with the O&M Services.

b. The O&M Safety Plans shall include the following:

i. safety procedures and protocols to address hazardous conditions associated with the O&M Services, the maintenance of equipment used in the performance of O&M Services in a safe manner in accordance with State, local and Federal Law, safety organizations, regulations and guidelines associated with the O&M Services;

ii. staff training on the safety procedures and protocols;

iii. reporting procedures for health and safety incidents; and

iv. miscellaneous health and safety records and documentation.

2.4.5 Events Manuals

a. Developer shall prepare and submit a D&C Period Events Manual that sets-out the Developer’s procedures and protocols required for the planning, load-in, execution, load-out and overall coordination of Events during the D&C Period.

b. Developer shall prepare and submit an O&M Period Events Manual that sets-out the Developer’s procedures and protocols required for the planning, load-in, execution, load-out and overall coordination of Events during the O&M Period.

c. The Events Manual shall be subject to review and comment by the Events Coordination Committee.

d. The Events Manuals shall include, but not be limited to, the following:

i. applicable policies and procedures, including tasks, roles and responsibilities, interfaces and integration with the City and other parties, decision points and approval processes, means communication and meetings required, process diagrams / flowcharts summarizing the steps and interfaces in the period up to, during and after Events, and quality monitoring and audit points;

ii. an Annual Events Plan, which shall be updated throughout the year for new information and newly scheduled Events, including:

A. a master calendar;
B. a unique Event number for each Event;
C. a description of the nature of that Event;
D. an Event registry, identifying the organizations involved and relevant contact details;
E. the Facilities and areas on the Site that will be required for that event, including, where relevant, the number and location of parking lots required, other associated and support facilities, and the required entry and access routes for both people and vehicles, where appropriate, by reference to an attached site plan;
F. the duration of the Event itself, as well as the estimated number of days for load-in and load-out activities, which are to be estimated with the Event Holder;

G. the nature of the load-in and load-out activities and the facilities management support services required for those activities; and

H. a risk register for each Event, identifying the potential risk factors, with clear roles and responsibilities to mitigate, manage and respond to those risks factors; and

iii. an Events Emergency Response Plan, including, but not limited to, the chain of command, the interface with the policing and emergency response authorities, the coordination with other government agencies, the emergency notification list, a crisis communications plan, the evacuation policies and procedures, the training and exercise protocols, etc.

2.4.6 City Orientation and Training Manuals

a. The Developer shall develop and provide a D&C Period City Orientation and Training Manual to the City in accordance with the City requirements, no later than 30 Calendar Days after Financial Close.

b. The Developer shall develop and provide an O&M Period City Orientation and Training Manual to the City in accordance with the City requirements, no later than 90 Calendar Days prior to Substantial Completion.

c. The City Orientation and Training Manuals shall contain, at a minimum, the following:

i. facility orientation and familiarization, including but not limited to access and egress from the Site and all Facilities, and updated site drawings;

ii. a responsibility matrix clearly identifying the roles and responsibilities of the Developer, the City and any other Third Parties having interest in the Project;

iii. safety management, including but not limited to health and safety procedures, the notification of emergencies, and contact details of the Security Control Center;

iv. for the O&M Period City Orientation and Training Manual, O&M Customer Service Center access and use, including but not limited to reporting of all queries and requests relating to the O&M Services, notification of complaints relating to the O&M Services, requests for information relating to the O&M Services, and update of progress regarding any requests submitted to the O&M Customer Service Center; and

v. for the O&M Period City Orientation and Training Manual, instructions in relation to the use and operation of the various Facilities and equipment as may be required by the City.

d. The Developer shall provide initial training sessions to the required City personnel as follows:

i. for the D&C Period: no later than 60 Calendar Days after Financial Close; and

ii. for the O&M Period: no later than 60 Calendar Days before Substantial Completion, and annually thereafter.
3. **EVENT O&M SERVICES**¹

3.1 **O&M Services during Developer Events**

a. Developer shall provide the O&M Services at all times as appropriate and required during (including the load-in and load-out periods for events) Developer Events within the Site as indicated in Table 17-1 to meet the Minimum O&M Services Standards detailed in Annex 17-A.

b. Developer shall be flexible, efficient, and provide sufficient human resources, materials, spare parts and other resources to cope with the increased requests and needs for O&M Services during events, having regard to the nature and size of the relevant event.

3.2 **O&M Services during Non-Developer Events**

a. In addition to the O&M Services indicated in Table 17-1, Developer shall provide Base O&M Services detailed in Table 17-2 for Non-Developer Events.

b. For single facility NDE events, up to 200 attendees/participants, Developer shall make the following services available on top of the Base O&M Services at no additional cost to the NDE event holder as requested:

i. Setup and take down of chairs and tables and/or other furniture appropriate for the NDE;

ii. Projector, screen, and appropriate sound system for the NDE to support speaker and/or video for NDE with up to 200 attendees;

iii. Internet connectivity to support up to 3 devices connected with min download speed of 10MB streaming video and/or other needs of the Event holder;

iv. One security guard on staff to monitor NDE activities and attendees;

v. Concessions with ability for Event holder to bring in its own food supply or caterer.

c. Additional services not listed above and/or for NDE’s larger than 200 attendees shall follow the pricing terms outlined in Schedule 5.

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¹ The City anticipates the utilization of union stagehands for Event O&M Services, and the Developer should be prepared to negotiate a contract with IATSE Local 7 at a later date.
Table 17-2: Non-Developer Event Base O&M Services:

<table>
<thead>
<tr>
<th>Base Level O&amp;M Services provided for All Non-Developer Events</th>
<th>Description of Service Requirement</th>
<th>Performance Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Booking Services</td>
<td>Developer shall provide a customer centric booking system consistent with Good Industry Practice which shall include electronic media source (internet-based webpage and/or mobile phone application) and telephone number to enable the Event Holder to book their event and specify their requirements and associated services they will require from the Developer for the requested Event. (as further detailed in Section 5.2.2)</td>
<td>Developer shall be timely with all Event Holder communications, providing streamlined channels of communication to appropriate internal staff immediately following the initial Event booking inquiry by the Event Holder.</td>
</tr>
<tr>
<td>Event Management Services</td>
<td>Developer to provide required access, managerial support, staff, and other accommodations necessary to support the successful operations and management of the Non-Developer Event for the Event Holder including set up and tear down activities for the Event.</td>
<td>Developer shall provide onsite, knowledgeable staffing and management services in support of the Non-Developer Event from the first moment the Event Holder begins load-in and concluding when the Event Holder is finished with load-out, as defined in the booking agreements.</td>
</tr>
</tbody>
</table>

Developers shall provide a point of contact for the Event Holder in respect of the booking agreement for their Event.

Developer shall provide Event support services, including set up and tear down of tables, chairs, risers and other equipment, handling of partitioning walls and changeover requirements. Also review rigging plans, operate house lifts/forklifts, accommodate minor material handling.

Developer shall assist the Event Holder’s event operations by providing the relevant staff, services and equipment or infrastructure as requested by the Event Holder in the booking agreement. This is in conjunction with the Event Holder’s own staff.
<table>
<thead>
<tr>
<th>Base Level O&amp;M Services provided for All Non-Developer Events</th>
<th>Description of Service Requirement</th>
<th>Performance Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>to ensure safe, appropriate use of such equipment and utilities.</td>
<td></td>
</tr>
<tr>
<td>Event Venue Management Services</td>
<td>Developer shall be responsible for each specific venue(s) being used by the Event and shall ensure the venue(s) are accessible, secure, and fully operational and shall provide timely support services required for the venue(s) operation (temperature control, room accessibility, lighting, etc.) Developer shall also ensure Event Holder is complying with the requirements of the booking agreement for each Event venue they are using.</td>
<td>Developer shall provide onsite, knowledgeable staffing and management services in support of the Non-Developer Event from the first moment the Event Holder begins load-in and concluding when the Event Holder is finished with load-out, as defined in the booking agreements.</td>
</tr>
<tr>
<td>Event Utility Services</td>
<td>Developer shall coordinate the utility needs of the Event Holder including heating, ventilation, air conditioning, lighting and power. For energy conservation minimal levels of lighting and ventilation to be maintained during move in and move out periods.</td>
<td>Developer shall cause the continuous supply of utilities for the Event Holder.</td>
</tr>
<tr>
<td>Telecommunication and Internet Connectivity Services</td>
<td>Developer shall provide telecommunication services including internet connections and data services required to support the Event.</td>
<td>In addition to complying with the requirements of Section 5.5 and Annex 17-A.5.3, Developer shall ensure required telecommunication connections are stable and continuously connected.</td>
</tr>
<tr>
<td><strong>Base Level O&amp;M Services provided for All Non-Developer Events</strong></td>
<td><strong>Description of Service Requirement</strong></td>
<td><strong>Performance Specifications</strong></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
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</tbody>
</table>
| Campus Security Services                                      | Developer shall provide twenty-four (24) hour security for building perimeter and internal patrols of the Campus. Campus Security Services shall utilize an internal communications capability through the use of radios, mobile phones or equivalent communications technology. Developer shall provide loading dock security including screening of delivery personnel (visual, wand and x-ray as required) during move-in and move-out hours for the Event. | In addition to complying with the requirements of Section 5.5 and Annex 17-A.5.3, Developer shall ensure the Event Holder can access all rented areas and spaces within the Event venue, and ensure non-authorized users have restricted access to the Event venue.  
Developer shall ensure all Event venue users, from initial load-in until final load-out, are provided with a safe, accessible facility. |
| Event Security Services                                        | Developer shall provide security staff, equipment, including appropriate communications technology such as radios or mobile phones, metal detector, x-ray machine and wand sensor screening for bags and individuals as required for the Event². Confiscation and disposal (if necessary) or capability for retrieval by owner of prohibited items. Developer shall provide appropriate staff to operate equipment and provide the screening services. Developer shall provide security staff within the Event venue to deal with any security issues, | In addition to complying with the requirements of Section 5.5 and Annex 17-A.5.3, Developer shall ensure a safe and secure environment for Event attendees. |

² Communication and screening technology will need to be updated over time as the technology evolves.
### Base Level O&M Services provided for All Non-Developer Events

<table>
<thead>
<tr>
<th>Description of Service Requirement</th>
<th>Performance Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>check attendee identification as required, monitor attendees and address any crowd control issues</td>
<td></td>
</tr>
</tbody>
</table>

### Event Custodial and Housekeeping Services

<table>
<thead>
<tr>
<th>Description of Service Requirement</th>
<th>Performance Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer shall provide cleaning and janitorial services in restrooms (including appropriate re-stocking of dispensers), lobbies/pre-function, corridors, concourses and other public areas within the Event venue where the Event is taking place. Developer shall monitor the meeting rooms/Event areas being used by the Event Holder and refresh the spaces and remove trash as required during the Event. These services shall include vacuuming, cleaning and removal of all trash from the Event area once the Event has ended to return the area to its original condition of cleanliness prior to the Event commencing.</td>
<td>Developer shall deliver to the Event Holder clean, working facilities at load-in and will keep the facilities clean and operational in accordance with the requirements of Section 4.2 and Annex 17-A.3 through the Event until final load-out and the Event venue is returned to the same state as it was prior to load-in.</td>
</tr>
<tr>
<td>Base Level O&amp;M Services provided for All Non-Developer Events</td>
<td>Description of Service Requirement</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>Event Parking Services</td>
<td>Developer shall provide operating parking facilities within a reasonable distance of the Event Venue for Event attendees.</td>
</tr>
<tr>
<td>Event exhibits, signage, banners and displays Services</td>
<td>Developer shall provide technical services, including staging and setting up and tear down of specialist exhibits, hanging signs, banners and displays from ceilings, walls and other areas within the Event venue.</td>
</tr>
<tr>
<td>Event Lighting and Audio-Visual Services</td>
<td>Developer shall provide in-house lighting, audio video equipment, technical services, including staging and setting up and tear down of lighting and audio-visual equipment, operation of digital facia, electronic scoreboards and systems.</td>
</tr>
<tr>
<td>Event Wayfinding and Signage Services</td>
<td>Developer shall provide physical and/or digital signage and way-finding for Event attendees to find their way from parking lots and/or main campus entry points to the Event venue.</td>
</tr>
<tr>
<td>Onsite private EMS personnel support</td>
<td>Developer shall provide EMS qualified personnel on-site during the running of the Event.</td>
</tr>
<tr>
<td>Onsite off-duty police officer support</td>
<td>Developer shall provide off-duty police on site from the time of initial occupancy by the Event Holder to completion of move out.</td>
</tr>
</tbody>
</table>
d. Developer shall provide Optional O&M Services detailed in Table 17-3 for Non-Developer Events.

e. Event holder shall have the option to request the Optional O&M Services listed in Table 17-3, as identified in the executed Booking Agreement. Developer shall ensure that NDE Event holders have access to the same, or better, pricing or unit pricing and terms for such Optional O&M Services as the Developer receives in respect of Developer Events of a similar size.

f. In addition to the audit access granted to the City in Section 4.1, Developer shall grant the City access to its contract terms and pricing with providers of such Optional O&M Services in order to provide transparency of costs.

g. The City may request additional Optional O&M Services for NDE events that are not listed within the Table 17-3.

h. Where the Developer has existing contractual arrangement for procuring such additional Optional O&M Services, Developer shall make such services available to the City or the NDE event holder under the same price and terms as the Optional O&M Services listed in Table 17-3.

i. If Developer does not currently offer the requested additional Optional O&M Services, either itself or through existing contractual arrangements, Developer shall work in good faith with the City and the NDE event organizer to procure the required additional Optional O&M Services for the planned NDE, where the same pricing terms as other Optional O&M Services shall also apply.

j. Developer may not reject such a request for additional Optional O&M Services unless such services would not comply with applicable law or would cause an unsafe environment to the Facility and/or Event attendees.

Table 17-3: Non-Developer Event Optional O&M Services:

<table>
<thead>
<tr>
<th>Additional Developer O&amp;M Services Offered for Non-Developer Events</th>
<th>Description of Service Requirement</th>
<th>Performance Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Ticketing Services</td>
<td>Developer shall facilitate the sale, purchase and delivery of tickets for Event.</td>
<td>Event Ticking Services shall be offered in a form consistent with Good Industry Practice (electric, hard ticketing, etc.) and supports positive customer experience.</td>
</tr>
<tr>
<td>Event Permanent Concessions Services</td>
<td>Developer shall make available the permanent concessions within the Event venue(s), in accordance with Annex 17-A.5.1</td>
<td>Developer shall operate and provide concessions in the Event venue(s), in accordance with Annex 17-A.5.1</td>
</tr>
<tr>
<td>Additional Developer O&amp;M Services Offered for Non-Developer Events</td>
<td>Description of Service Requirement</td>
<td>Performance Specification</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Event Specialty Custodial and Housekeeping Services</td>
<td>Event venue being used by the Event Holder.</td>
<td>based on anticipated attendees, which can be revised up until the deadline required for the Concessionaire to schedule its own staff.</td>
</tr>
<tr>
<td>Event Specialty Custodial and Housekeeping Services</td>
<td>Developer shall provide additional non-standard cleaning and janitorial services required for specialty Event activities such as removal of helium balloons, glitter and confetti, removal of decorations, signs, banners, adhesive materials, decals, tape, nails and staples from walls, ceilings, doors, glass, columns, painted or other surfaces, fabric or decorative walls.</td>
<td>Such additional cleaning activities shall be provided in accordance with Annex 17-A.3 shall ensure facilities are returned to a state of cleanliness prior to commencement of the Event.</td>
</tr>
<tr>
<td>Event Dirt Maintenance Services</td>
<td>Developer shall provide raking with appropriate machinery and equipment, treatment, removal and change-over of dirt within the relevant Event venue and for the relevant animal Event in accordance with the requirements prescribed by the Event Holder.</td>
<td>Developer shall manage all operations of that process in conjunction with the Event Holder ensuring safe and sanitary management of dirt material.</td>
</tr>
<tr>
<td>Event Animal Welfare Services</td>
<td>Developer shall undertake maintenance and cleaning of animal pens and barns and the removal and disposal of animal waste.</td>
<td>Developer shall ensure appropriate and safe animal facilities and equipment are provided to Event holder. Animal waste management by Developer shall meet Colorado Department of Public Health and Environment, Water Quality Control Commission, Regulation No. 81 (Animal Feeding Operations Control). There shall be no outdoor storage of animal waste other than in the Stockyards, where runoff drains to the Site wastewater system.</td>
</tr>
<tr>
<td>Additional Developer O&amp;M Services Offered for Non-Developer Events</td>
<td>Description of Service Requirement</td>
<td>Performance Specification</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Event Ushers/Ambassador Services</td>
<td>Developer shall provide on-site guest welcoming and wayfinding services.</td>
<td>Developer, on behalf of the Ticketing Provider, shall ensure Event Holder is provided with the appropriate level of staffing and equipment for all ticketing operations and event attendee seating to ensure positive customer experience.</td>
</tr>
<tr>
<td>Event Host services</td>
<td>Developer shall provide facility for Event attendees to check personal belongings during the Event (coat check, bag storage, etc.</td>
<td>Developer shall ensure such host services are staffed appropriately to ensure a positive customer experience to Event attendees.</td>
</tr>
</tbody>
</table>

k. Developer and the City shall coordinate the O&M Services to be performed by Developer and the City during a Non-Developer Event to ensure the smooth running of the Event and to provide certainty on the roles and responsibilities of each party.

l. The Developer shall schedule O&M Services in a manner that minimizes disruption to Non-Developer Events, including, but not limited to:
   i. Planned Maintenance;
   ii. scheduled custodial and housekeeping services (unless such has been agreed to with the City);
   iii. Renewal Work;
   iv. fire alarm testing; and
   v. any other activities that may unreasonably disrupt or impact the Non-Developer Events.

3.2.2 Coordination of interface for O&M Services within the 1909 Building

a. Developer shall coordinate with the 1909 Building operator to understand each parties’ requirements with respect to the running of operations and associated activities within the 1909 Building during the O&M Period. The Developer and the 1909 Building Operator shall clarify the specific roles and responsibilities of the respective parties within the 1909 Building including:

b. clarification on O&M Services that Developer will provide and its obligations with respect to those services;

c. a mechanism for tenants to report issues with the building through the O&M Customer Service Center; and

d. description of the types of commercial activities being conducted within the 1909 Building and whether the 1909 Building tenants have any specific requirements regarding utilities, temperature and lighting.
3.2.3 O&M Services Committee

a. Developer and the City shall, within 30 Calendar Days after Financial Close, establish an O&M Services Committee, which shall meet on a monthly basis during the D&C Period and the O&M Period and on an ad-hoc basis as needed.

b. The O&M Services Committee shall assist the City and the Developer by promoting cooperative and effective communication with respect to matters related to the performance of O&M Services.

c. The O&M Services Committee shall review and monitor the development and implementation of the O&M Mobilization Plan, and enable an effective and regular communication between the City and the Developer for the development, review and approval of other O&M Services plans required pursuant to this Schedule.

d. The O&M Services Committee shall act as the main forum to discuss the following matters:
   i. Monthly O&M Reports and other Developer deliverables;
   ii. upcoming O&M Services and maintenance activities;
   iii. scheduled interruptions to building systems, fire drills, alarms, etc.;
   iv. changes or anticipated changes in personnel, progress of recruitment;
   v. analytics and statistics for the purposes of proactively identifying issues and opportunities;
   vi. status on the implementation of tasks identified by the O&M Services Committee;
   vii. status of any variations to the O&M Services;
   viii. the implementation of Developer’s quality management program and initiatives;
   ix. health and safety matters; and
   x. any other business associated with the performance of O&M Services and interfaces between the City and Developer.

e. The O&M Services Committee shall consist of representatives appointed by the City and representatives of Developer. The members of the O&M Services Committee shall have the authority to make decisions with respect to the performance of O&M Services.

f. Members of the O&M Services Committee may invite, on prior notice to all members, such third parties, advisors and consultants as they require from time to time to attend O&M Services Committee meetings.

g. The chairperson of the O&M Services Committee shall be a representative of Developer.

h. Developer shall develop and provide O&M Services Committee meeting agendas to the City in accordance with Schedule 10.

i. Developer shall record and circulate minutes, recommendations and decisions of all O&M Services Committee meetings to the City in accordance with Schedule 10.

j. The members of the O&M Services Committee may adopt such procedures and practices for the conduct of the activities of the O&M Services Committee as they consider appropriate from time to time.

3.3 Event Network and Audio Visual Services

a. The NWC Campus telecom partner shall provide internet, audio and visual services to NWC Campus Event attendees and/or visitors. The pricing structure for these vendor services shall be based upon comparable venues.
b. Developer shall be responsible for marketing and promoting the available network services to event management companies, vendors, and attendees and should include a marketing strategy plan as part of their proposal. Developer shall be required to provide a monthly report on the event services sales for the preceding month. The Monthly O&M Report will provide the City information on which services were sold for that month and the corresponding amount of revenue derived from each Event.

4. **BUILDING O&M SERVICES**

4.1 **Facilities Maintenance Services**

a. Developer shall provide the Facilities maintenance services on a scheduled and unscheduled basis as may be required, including Planned Maintenance and Demand Maintenance.

b. Developer shall adhere to, update and maintain as current the version of the Preventative Maintenance Plan as approved by the City.

c. Developer shall properly operate and maintain the Facilities to ensure that the Facilities:

   i. meet the Availability Standards and Performance Standards in Schedule 5;
   
   ii. comply with the Minimum O&M Service Standards in Annex 17-A;
   
   iii. function and operate safely and perform in accordance with the Project Standards and the Final Design Documents;
   
   iv. remain in compliance with applicable Laws; and
   
   v. meet the Handback Requirements upon expiry of the Term.

d. Developer shall ensure that properly trained, licensed, and certified personnel address the range of Planned Maintenance and Demand Maintenance.

e. Developer shall ensure that security, fire suppression and detection, emergency power supply and mechanical systems are fully operational at all times, unless specifically authorized by the City.

f. Developer shall maintain all documentation required by the Project Standards in respect of the Planned Maintenance and Demand Maintenance accurately and up to date.

g. Developer shall utilize the CAFM described in Section 2 to plan, schedule and monitor the Facilities maintenance services.

h. Unless otherwise provided in the Project Agreement, Developer shall maintain all Facilities systems and all equipment in accordance with manufacturers’ requirements and recommendations.

4.1.1 **Facilities Envelope / Structure**

a. The Facilities’ envelope/structure includes the structural frame, roof, curtain wall, penetrations from exterior to interior, foundations, building façade, exterior cladding, windows and glazing, doors and door hardware, framing, water protection and barrier.

b. Developer shall:

   i. maintain and renew all roofing systems and exterior building surfaces, including all drainage and gutter systems to ensure there are no leaks or seepage, and to plan for inclement weather conditions;
   
   ii. fix gaps and cracks in all building exterior walls, retaining walls, apertures and roofing to prevent water seepage into buildings or foundations and to match the existing surface coloration, quality and finish;
iii. inspect structural elements for rust, rot or other deterioration, particularly in staircases, roofs and load bearing elements;
iv. maintain and renew concrete precast, cement plastering, cement pointing and joint caulking and conduct regular inspections and preventive treatment, repair any damage and provide preventive/concrete protection;
v. provide the labor and equipment necessary to properly clean building exterior in accordance with the cleaning quality standards;
vi. maintain and renew all exterior enclosure elements, including but not limited to exterior walls, panels, windows and cladding;
vii. maintain and renew all egress doors, vestibules and associated systems; and
viii. maintain and renew all roof, skylight and other roofing elements, including annual load testing of roof davits and anchor systems.

c. Exterior pressure washing activities shall be a Planned Maintenance activity scheduled in advance with the City in order to avoid any interruptions to Facility activities. Developer shall ensure appropriate care is taken around entrances/doorways etc. in order to avoid splashes/slip hazards;

4.1.2 Doors, Gates and Fencing
a. Developer shall:
b. maintain and renew all doors, gates, turnstiles and fences to ensure that they function as intended and with the required level of security;
c. maintain and renew all finishes on doors, gates, turnstiles and fences to retain a uniform, clean appearance, finishing quality and coloration; and
d. maintain and renew all door hardware, including locking mechanisms.

4.1.3 Windows, Glass and Glazing
a. Developer shall:
b. maintain and renew interior and exterior building glass components (including caulking) and complete building envelope to ensure a water/air-tight fit; and
c. perform all water and condensation related maintenance and repairs.

4.1.4 Interior and Exterior Finishes
a. Developer shall:
b. maintain and renew all architectural finishes, including paint, wall covering, carpet, tile, or hardware, or other elements associated with walls, ceilings, hard and soft floors, raised floors, or doors, as the case may be, to ensure safety is not compromised and the finishes retain a uniform, clean appearance, finishing quality and coloration; and
c. maintain and renew brass and other exterior metal finishes to retain a uniform, clean appearance, finishing quality, and coloration.

4.1.5 Plumbing
a. The plumbing system and equipment includes systems such as water pumps, municipal/private well water lines, sewer lines, fire plumbing systems, irrigation systems, back flow preventers, roof drains, storm drains, cafeteria grease traps and drains, condensate pumps, sump pumps, ejector pits, grease traps, water softeners, and the systems supporting pumps, drains, piping, risers, valves, faucets, toilets, together with associated fixtures and associated Infrastructure within the Site and the Facilities.
b. Developer shall:

i. operate, maintain, and renew the plumbing system and equipment to ensure continuous operations;

ii. clean grease traps to avoid odor and slip hazards and to avoid any potential damage to the Facilities;

iii. ensure landscape irrigation systems function as designed;

iv. ensure all plumbing equipment is appropriately labeled with correct and consistent reference to the site plumbing riser diagrams;

v. develop and maintain a cross-connection control and backflow prevention program that complies with the EPA requirements; and

vi. monitor drainage systems, including stormwater, potable water, waste water, and fire sprinkler water, and maintain in operating condition.

4.1.6 Heating, Ventilation and Air Conditioning Systems

a. The HVAC equipment and system includes all Facility chillers, boilers, pumps, air handlers, computer room air-conditioning units, server room air-conditioning units, exhaust systems, fan coil units, fresh air and return air fan systems, air compressors, pumps, variable air volume boxes, variable frequency drive, thermostats, piping, distribution, pressure valves, fire dampers and associated mechanical equipment;

b. Developer shall:

i. operate, maintain and renew HVAC equipment and systems to ensure the Areas served by the systems comply with applicable standards including ASHRAE Standard 62, and ASHRAE Standard 55;

ii. operate, maintain and renew HVAC equipment and systems to provide maximum efficiency for energy conservation in accordance with Schedule 15 without compromising the comfort of building occupants;

iii. operate, maintain and renew HVAC equipment and systems to provide continuous operations with no controllable interruptions that affect use of the Facilities;

iv. test for bacteria, legionella and like contaminants on an ASHRAE approved frequency;

v. test the rate of metal erosion and share results with the City upon request;

vi. periodically, at minimum on an annual basis, test mechanical equipment, according to applicable Law and National Fire Protection Association (NFPA) 110 - Standard For Emergency And Standby Power, Section 8.4 and NFPA 24, connected to emergency backup systems during routine generator testing where Facilities Systems are transferred to produce load. Ensure that expected electrical and mechanical backup operations occur during power outages or other emergency conditions; and

vii. ensure that interior Areas maintain an interior temperature as provided in the Area Data Sheets and Performance Standards, and monitor compliance of interior temperature through trend logs for selected representative rooms, which shall be reported in the Monthly O&M Report. The selection of representative rooms to be logged is to be changed every month and be on a continuous rollover assignment.

4.1.7 Fire Protection and Life Safety Systems

a. Fire protection and life safety systems include any and all devices that support the safety of users of the Facilities. Typical devices include fire alarm system, mass notification
system, fire sprinkler system, other extinguishing systems, emergency lighting, fire and smoke dampers, fire dampers, fire hydrants, opening protective systems and all devices covered by NFPA 24 and other Government Authorities.

b. Developer shall:
   i. inspect, test, maintain and renew fire protection and life safety systems to ensure continuous operation and availability;
   ii. ensure NFPA and any other applicable guidelines are met for all sprinkler systems, fire pumps, fire extinguishers, pressure relief valve(s), alarm(s) and anything relating to the fire protection and life safety systems;
   iii. conduct all fire and life safety specific maintenance and testing of all fire protection and life safety systems and components consistent with and at the frequencies required by Good Industry Practice, manufacturers’ recommendations, applicable Law and the requirements set forth in NFPA 13, 25 and 72;
   iv. conduct all fire and life safety specific maintenance and testing of all fire doors and other opening protective devices consistent with and at the frequencies required by Good Industry Practice, manufacturers’ recommendations, applicable Law and the requirements set forth in NFPA 80; and
   v. submit the results of all inspections and testing of fire protection and life safety systems and components, including fire doors and opening protective devices, to the City within one month of such test or inspection being performed, and submit records relating to any other aspect of the fire protection and life safety systems and components to the City upon request by the City.

4.1.8 Electrical and Lighting Systems

a. The electrical system includes all devices that establish electric connectivity, electrical infrastructure and system electrical readiness throughout the Facilities;

b. Developer shall:
   i. maintain and renew electrical distribution systems in accordance with Good Industry Practice;
   ii. maintain and renew electrical infrastructure equipment such as switchgear, transformers, transfer switches, electrical panels, uninterruptable power supply systems, generators, power distribution units, from the main switch to the outlet or connection to an occupant device, to ensure continuous operations;
   iii. maintain and renew electrical system in accordance with Good Industry Practice, but not less than recommended by the National Fire Protection Agency and applicable Law for the maintenance of electrical systems;
   iv. maintain and renew interior and exterior lighting systems in accordance with the Area Data Sheets, the Performance Standards and in a manner that supports a secure environment on the interior and exterior of the Facilities and all associated walkways, parking lots and structures;
   v. operate the level and timing of the Site lighting in accordance with the City’s instructions;
   vi. provide infrared thermograph services every 3 years, this frequency shall be increased if problem areas are encountered;
   vii. follow NFPA 70E, including any guidelines provided by the Occupational Health and Safety Administration in respect to electrical, electrical safety and arc flash;
viii. maintain and renew backup equipment such as uninterrupted power systems, uninterrupted power systems batteries, switchgear and generators to ensure a continuous supply of power to areas as indicated in the Area Data Sheets and the Performance Standards and, at a minimum, maintain backup power supply systems according to NFPA 25 and relevant City building code;

ix. ensure no controllable interruptions affect use of the Facilities where backup power systems are in place by periodically testing equipment using the auxiliary backup power distribution systems;

x. ensure that all emergency lighting systems function as intended during power outage conditions;

xi. document electrical circuit changes and update local panel directories;

xii. install labels on all newly installed circuits;

xiii. maintain and renew relays, boards, power supplies and switches as necessary;

xiv. replace ballast in accordance with the manufacturer specifications; and

xv. replace failed lamps as necessary ensuring the proper products are utilized to satisfy space design and illumination requirements.

4.1.9 Conveying Systems

a. The conveying system includes elevators, escalators, loading dock hydraulic lifts and associated hoistways, doors, interior cabs, pit areas and any signage;

b. Developer shall:

i. maintain and renew all conveying systems to ensure continuous operations;

ii. perform all testing routines as required by Governmental Entities;

iii. perform periodic cleaning of elevator pits;

iv. obtain and properly display permits/certificates;

v. ensure all conveying systems operate as intended when placed on backup power systems;

vi. develop, implement and monitor compliance with emergency response procedures;

vii. ensure all elevator cab emergency communications and notification systems and escalator emergency power off switches are operational at all times;

viii. ensure elevator phones operate as designed and are tested in accordance with applicable Law, including monthly recall testing;

ix. clearly mark systems as “Out of Service” as necessary;

x. communicate with the City when outages occur including the nature and expected duration of the problem;

xi. use new and/or original equipment manufacturer parts;

xii. provide a quarterly elevator performance report and an annual independent consultant report detailing the performance and reliability of all elevators within the Facilities, which report shall detail the individual unit performance relative to the design and commissioning standards for the following metrics: system availability, wait time, and feet per minute rates;
xiii. ensure any elevator cab-top hoisting shall be done by the direct supervision and control of a certified elevator technician; and
xiv. ensure any entrapments shall be resolved under the direct supervision and control of a certified elevator technician and/or fire department personnel.

4.1.10 Information, Communication, Automation and Technology Infrastructure

a. Developer shall maintain and renew information, communication, automation and technology infrastructure to ensure that all associated systems or devices function in accordance with the Performance Standards and manufacturer recommendations.

b. Developer shall maintain an inventory listing of equipment for which it is responsible, including the date of disposal or removal from service.

c. Developer shall provide access to City of all software, settings, configurations and hardware control including the ability to monitor any and all pieces of equipment, systems and integrated systems including any and/or all audio, video, security and data signals through a single centralized network interface within the NWC Campus.

d. Developer shall provide centralized server-based dashboards to the City to monitor all equipment via the network through a common interface for all systems.

e. Equipment failure and status alerts shall be sent to key personnel, these alerts shall be sent but not limited to text messages, e-mail, instant messages, pre-recorded voice messages.

f. Developer shall provide regular servicing as per the equipment manufacturer's recommendations and industry best practices. All servicing shall be tracked, recorded and logged with information including status, manufacturer, model, firmware version, and serial numbers for access anytime from any network.

g. Developer shall provide annual audits for all equipment and systems performed by qualified professionals for each system on all information, communication, automation and technology infrastructure equipment and software. Audits shall be conducted every six years for the duration of the Project, and provide a comprehensive report that includes, at minimum:

i. appropriateness of the solution to meeting the current needs of the City;

ii. conformance to current standards;

iii. conformance to current security best practices;

iv. upgrade recommendations; and

v. consultation and planning for deployment of new technologies with the City.

h. regularly scheduled maintenance shall not affect the operation of the systems or the NWC Campus. Maintenance shall be coordinated with and approved by the City prior to being performed.

i. Developer shall provide preventative servicing to ensure no less than 99.9% operational availability for all systems provided. Including but not limited to systematic examination, correction, parts and consumables, and advanced detection of developing failures prior to their occurrence.

j. Developer shall manage, track, install, program, configure and commission the replacement of equipment when it is no longer functioning as required for normal operation for duration of the project, as originally specified.
4.2 Custodial and Housekeeping Services

4.2.1 Cleaning Services

a. Developer is required to achieve a high level of cleanliness throughout the Facilities as specified within this Schedule 17. The key objectives are to:
   i. provide quality driven cleaning services that achieve an optimum standard of cleaning in line with the cleaning quality standards, pursuant to Section 3 of Annex 17-A; and
   ii. provide a standard of cleaning services that helps to provide a positive image of the Facilities and a level of cleanliness that provides a superior environment for users of the Facilities.

b. Developer shall provide cleaning services on a scheduled and reactive basis as required to meet the requirements of this Schedule 17. Due to the varying demand for service, Developer is to regularly liaise with the City and keep a sufficient pool of experienced labor to cover contingencies and Events.

c. The cleaning service includes:
   i. Scheduled cleaning: the regular cleaning to ensure that the Facilities are ready for use and operation and on a periodic basis in accordance with an annual program;
   ii. Reactive Cleaning: non-programmed cleaning that deals with incidents on demand and outside of scheduled cleaning activities; and
   iii. Event Cleaning: event-specific cleaning conducted at the direction of the City or Event Holder and staffed at levels agreed (in advance) with the City, can include cleaning that is done before, during, or after Events, and the details are to be agreed with the Event Holder.

d. Developer is responsible for cleaning to the cleaning quality standards provided in Section 3 of Annex 17-A including, but not limited to, the following areas:
   i. all internal and external glass surfaces;
   ii. all furniture, fixtures, fittings and appliances, internally and externally, including doors;
   iii. all hard-external paths and circulation areas within the Site;
   iv. all external features, external furniture, public areas, fire exits stairwells, and entrance and exits;
   v. electrical fixtures and appliances;
   vi. all soft furnishings;
   vii. ducts, grills and vents;
   viii. all floor finishes including spot cleaning of carpets/carpet tiles;
   ix. all soft or mud floors;
   x. the parking areas;
   xi. loading bays and docks and storage areas; and
   xii. cleaning of various types of areas and spaces including arenas, exposition halls, stockyards and barns, meeting/function rooms, staff rooms, restrooms, maintenance areas, ticket and concession areas, spectator areas, function rooms, etc.
e. In addition, Developer is responsible for:
   i. provision of all cleaning equipment, materials and supplies required to deliver service and safe storage of such;
   ii. delivery and replenishment throughout the Facilities and Site all soap, hand sanitizer, toilet paper, paper towel, feminine hygiene dispensers, and garbage bags;
   iii. odor control and general tidiness;
   iv. maintenance of cleaning equipment, scrubbers and sweepers;
   v. provision of an adequate supply of matched carpet tiles on site to allow for replacement of soiled tiles unable to be spot cleaned in location to a standard matching surrounding tiles; and
   vi. operation of deep cleaning service of those removed soiled tiles.

f. Developer shall provide scheduled cleaning services to meet the requirements of this Schedule in all areas of the Facilities and Site. Developer shall produce, and update monthly, comprehensive cleaning schedules (including annual schedules) and have them accepted by the City in accordance with the Submittal Review Process. These cleaning schedules must be available for inspection at all times. Developer shall provide the scheduled cleaning services in accordance so as not to interrupt the regularly scheduled activities and operations of the NWC Campus. Developer is to coordinate with the City and Event Operators for any restrictions to access times and abide by such. Scheduled cleaning will include, but not be limited to:
   i. carpet steam cleaning including removal, rotation and cleaning of carpet tiles;
   ii. glass and façade cleaning;
   iii. power scrubbing of parking areas;
   iv. stripping and sealing of floors;
   v. external window cleaning to a maximum of eight times per annum; and
   vi. elevator pits.

g. The Developer shall provide a reactive cleaning service in accordance with the Performance Standards and Minimum O&M Service Standards. Reactive cleaning tasks include but are not limited to:
   i. cleans associated with building works or maintenance activities;
   ii. cleans associated with accidental or deliberate soiling, damage or spillage by users of the Facilities and animals;
   iii. untoward incidents such as flooding, storm damage, and snow and hail storms;
   iv. graffiti removal from all internal and external surfaces within the Site; and
   v. requests received by the O&M Customer Service Center for reactive cleaning tasks (including for failing to complete scheduled cleaning or event cleaning).

h. Developer’s Events Calendar will result in variable demand for Cleaning Services, i.e. higher demand during events. The Developer shall provide a variable but programmable event cleaning service to ensure that cleaning standards are maintained in accordance with the cleaning quality standards provided in Section 3 of Annex 17-A. Staff levels and times for Event Cleaning will be determined with reference to the operating hours, historical event requirements and will be agreed with the City and Event Operator in advance. As part of the regular operational meetings between the Developer and the City, and with
reference to the Events Calendar, sufficient notification will be provided to the Developer to adequately roster Event Cleaning staff. Event cleaning will include, but not be limited to:

i. vacuuming and garbage removal;

ii. checking and cleaning toilets;

iii. checking and cleaning public and common areas;

iv. checking and cleaning of plumbing services;

v. checking and cleaning of garbage or obstacles from floors, seating areas, and arena flooring;

vi. checking and cleaning of undeveloped spaces used for Events;

vii. post-event related cleaning activities; and

viii. other cleaning activities in association with specification sheets or as agreed to with the Event Operators.

4.2.2 Waste Management Services

a. Developer shall provide waste management services including recycling and composting services within the areas and to the buildings indicated in the O&M Limits and Table 17-2.

b. Developer shall ensure that all waste and surplus material and supplies arising from the O&M Services are managed and disposed of in compliance with the City’s Executive Order No. 123.

c. Developer shall provide the opportunity for CSU and WSSA to contract with the waste provider Developer contracts with for services to their controlled buildings at the same Campus pricing/rate.

d. Developer shall:

i. manage and provide the collection of all waste streams generated within the Triangle Public Elements and Phases 1 & 2 Incorporated Elements;

ii. manage and provide the collection of all waste streams from their exterior collection points where applicable in accordance with Table 17-2;

iii. provide routine and reactive waste collection and segregation services so as not to interrupt the regularly scheduled activities and operations of the Site and coordinate with the City and event operators for any restrictions to access times and abide by such requirements;

iv. empty all garbage and refuse containers at least daily or as required to ensure that none achieves more than 75% capacity;

v. segregate waste in accordance with City policies in appropriately secured and labelled containers;

vi. segregate waste streams, including recyclable waste (at source where practical to do so) and place in the appropriate containers in holding rooms or waste disposal collection areas, including:

A. compostable, recyclable and confidential waste paper;

B. cardboard;

C. laser cartridges;

D. glass and glass containers;

E. metal food containers, and metal scrap containers;
F. rigid plastics;
G. soft plastics (such as film);
H. newsprint;
I. batteries;
J. food and beverages containers;
K. food waste;
L. carpet;
M. compostable materials;
N. construction waste;
O. electrical waste;
P. furniture;
Q. general solid waste;
R. yardwaste; and
S. wood.

vii. collect and dispose of all hazardous waste produced within the Facilities, included, but not limited to:
A. excretion and waste generated by animals; and
B. hazardous chemicals or cleaning products used throughout the Facilities.

viii. transport waste generated in the Facilities from the respective soiled utility rooms/holding areas to the central waste disposal collection area for removal via arrangements made by Developer;

ix. adhere to the City’s composting programs;

x. ensure that waste storage areas are:
A. segregated;
B. kept clean, free from loose litter, malodor, spillages and debris;
C. free from pests and vermin;
D. secure, clearly marked, appropriately signed, and with access restricted to authorized personnel only; and
E. maintained and secured to minimize the risk of fire; and

e. ensure that containers or carts used for transport of all waste streams are clean and free of odors.

4.2.3 Pest Control Services

Developer shall:

a. provide a comprehensive preventative, reactive and on-call pest control service for all pests, including insects, rodents and birds, using personnel who are fully trained, qualified and able to provide high-quality professional and practical advice. This includes clearing, cleaning and disinfecting areas contaminated by pests, including their excreta and or deceased bodies;

b. notify the City immediately of any pest/vermin infestation;
c. undertake all work in a safe manner with minimal risk in terms of safety, food hygiene and damage to the Facilities;

d. provide safe, tamper resistant and efficient methods of catching, destroying and safely disposing of pests, adopting safe and human procedures in all instances;

e. if non-chemical forms of pest control are ineffective, use chemical treatment and specific chemicals consented to by the City, provided that no chemicals will be used that may come into contact with Facilities Users or animals directly or indirectly;

f. ensure that the use of any permitted chemicals, including pesticides, is strictly controlled and monitored; and

g. maintain records of the use of permitted chemicals.

5. CAMPUS-WIDE O&M SERVICES

5.1 Site Inspections

5.1.1 General Requirements

a. Developer shall cause trained and competent personnel to carry out comprehensive inspections of all Facilities on the Site based on the schedule detailed in Section 1.6.2. The Site inspections shall:

i. identify O&M Defects;

ii. take account and be responsive to requests submitted to the O&M Customer Services Center; and

iii. collect data to monitor performance of all equipment and building systems on the Site to establish plans and priorities for future O&M Services and Renewal Work.

b. Developer shall use the results of Site Inspections to develop and update the O&M Management Plan, the Renewal Work Plan, and to develop programs of maintenance and Renewal Work to minimize the occurrence of O&M Defects and to ensure that the Developer is complying with the applicable Performance Standards;

c. Developer shall notify the City of the scheduled Site inspections and the City may attend the Site Inspections, at its discretion;

d. The Developer’s methodology and approach to the Site inspections shall be detailed in the O&M Management Plan, in accordance with Section 2.4.3; and

e. Developer shall report the findings and follow-up actions of the Site inspections monthly in accordance with Section 2.3.2, and shall record required maintenance activities in the CAFM System.

5.1.2 Inspection Frequency

a. Developer shall undertake monthly Site inspections during both the D&C Period and the O&M Period.

b. Developer shall annually review and update the schedule for Site inspections.

c. The frequency of Site inspections may be amended following agreement by the City and the Developer.

5.2 O&M Customer Services Center

a. Developer shall provide a comprehensive O&M Customer Services Center from Substantial Completion to the end of the Term, to facilitate the provision of O&M Services, on a 24 hours a day, seven days per week basis. The O&M Customer Service Center must
be fully integrated with the Developer’s operations and act as the main communication hub for all matters related to the O&M Services.

b. Developer shall provide an O&M Customer Service Center solution that enables multiple categories of users to raise enquiries or requests for O&M Services, including, but not limited to, the City, event operators, and the general public by:
   i. promoting access to the O&M Customer Service Center for all categories of facilities users, through appropriate and efficient means of communication for each category of facilities user; and
   ii. ensuring that all categories of facilities user have access to the O&M Customer Service Center at all times.

c. The O&M Customer Service Center shall:
   i. receive, log and address inquiries and requests for O&M Services whether observed by the Developer and / or received from other O&M Customer Service Center callers by telephone, in person, in writing, electronically (email or web portal) or otherwise;
   ii. be effective, flexible and efficient in coping with varying demands;
   iii. provide a high level of customer care;
   iv. coordinate responses in a proficient and professional manner;
   v. form the day to day notification interface in relation to the following matters:
      A. all queries and requests relating to the O&M Services;
      B. the notification of faults and complaints relating to the O&M Services;
      C. requests for temporary changes to the delivery and scope of O&M Services;
      D. monitoring of alarms and security systems;
      E. assist in notification of emergencies;
      F. requests for information relating to the operation of the O&M Customer Service Center; and
      G. update of progress regarding any request for service notified to the O&M Customer Service Center.

d. Developer shall ensure that the O&M Customer Service Center and the Maintenance Management Information System are fully integrated and operate together so as to record and retain in a fully secure and accurate database, accessible to the City, all information related to Availability Failures, Performance Failures and O&M Noncompliance Failures.

e. Developer shall maintain the requests for O&M Services opened in the Maintenance Management Information System until the request is fully resolved and closed.

f. O&M Customer Service Center operators shall:
   i. be appropriately trained in relation to the Site specifics, the O&M Services and the requirements of the Project Agreement, including the Performance Standards and the Minimum O&M Service Standards;
   ii. be appropriately trained to deal with calls, responding, coordinating and recording all actions and measures taken in response to calls to the O&M Customer Service Center;
   iii. be trained to deal with callers in a courteous and professional manner;
iv. be trained to address and respond to other enquiries not directly related to the provision of O&M Services in a helpful and courteous manner.

g. Developer shall develop an O&M Customer Service Center web portal and associated software for the electronic submission of enquiries or requests for O&M Services. Developer shall ensure that the web portal:

i. redirects any O&M Services requests relevant to the City in accordance with the process to be agreed with the City and formalized in the Policies and Procedures Manual;

ii. effectively mitigates the risk of O&M Services requests being mis-characterized as O&M Services requests relevant to the City; and

iii. is clear to use, follow and is unambiguous to the user.

5.2.1 Event Booking Services

a. As part of the O&M Customer Service Center, Developer shall provide a comprehensive centralized Event Booking Service, to facilitate a seamless procedure for the booking and scheduling of Events by Event holders. The Events Booking Service must be fully integrated with the Developer’s operations and act as the main communication hub for all matters related to the booking and scheduling of all Events.

b. The Event Booking Service shall:

i. receive, log appropriately, respond to and address Booking Inquiries by telephone, in person, in writing, electronically (email or web portal) or otherwise;

ii. assign an Event Booking Contact to each booking request who for each Event shall:

A. refine and confirm the details of the Event: type, dates, timings, facility use, expected attendance;

B. determine the associated services to be provided by Developer;

C. clarify the responsibilities of the Event Holder;

D. generate Developer pricing and deposit quotes;

E. provide the option for inquirers to request treatment as a Non-Developer Event pursuant to Part A, Section 4 of Schedule 18; and

F. coordinate drafting and refining of the booking agreement for Approved Events;

iii. liaise with the Event Coordination Committee and the Authority Booking Contact regarding the determination of a Booking Request;

iv. for electronic inquiries and requests, be available on a 24-hours a day, seven days per week basis;

v. provide a secure integrated invoicing and payment capability for Event holders;

vi. provide capability for Event holders to create a secure account within the web portal which verifies identity and authenticity of Event holders;

vii. be effective, flexible and efficient in coping with varying types of Event requests;

viii. provide a high level of customer care to Event Holders;

ix. coordinate responses to Event Holders in a proficient and professional manner;
x. ensure that the web portal is clear to use, follow and is unambiguous to the Event holder;

xi. provide an automatic email acknowledging receipt of the request or inquiry, for requests or inquiries made electronically;

xii. provide a telephone response system that enables Event holders to record details of their Event request that will be responded to within 24 hours Monday to Friday by a live voice, for requests or inquiries made by phone;

xiii. provide final pricing to Event Holders.

c. Event Booking Service operators shall:

i. be available Monday to Friday 9:00 AM to 6:00 PM MT;

ii. be appropriately trained in relation to the O&M Services provided by the Developer for both Developer Events and Non-Developer Events;

iii. be appropriately trained to deal with calls, responding, coordinating and recording all actions and measures taken in response to calls to the Event Booking Service;

iv. be trained to deal with callers in a courteous and professional manner;

v. be trained to address and respond to other inquiries not directly related to the provision of Event Booking Services in a helpful and courteous manner.

d. Developer shall provide a publicly available complementary electronic Venue Guide to include contact and general campus information, event policies, rules and regulations, booking and contracting procedures, venue physical attributes, available equipment and services, and pricing rates for all of the venues on the Campus. The Venue Guide shall be reviewed and updated by the Developer at least annually. The City shall approve the Venue Guide and any updates before it is made publicly available.

5.2.2 D&C Noncompliance Failure, O&M Noncompliance Failure, Performance Failure and Availability Failure Database

a. Developer shall as part of the MMIS function, establish and maintain an electronic database that records on a real-time basis, and retains, information in relation to each and every D&C Noncompliance Failure, O&M Noncompliance Failure, Performance Failure and Availability Failure that occurs or commences, as the case may be. The following data shall be recorded in such database:

i. in respect of each D&C Noncompliance Failure, O&M Noncompliance Failure or Performance Failure (whether notified by Developer to the City or by the City to Developer):

A. a description of such Failure in reasonable detail, including the circumstances giving rise to such Failure, its Failure Start Time, any applicable Cure Period or Grace Period and the number of Noncompliance Points or Performance Deductions set out for such Failure in Annex 2, as applicable;

B. for any Failure that is not yet cured:

1. the calculation of the Noncompliance Points or Performance Deductions that have accrued in respect of such Failure up to that time;

2. the steps being taken to Cure it;

3. estimate of the current time to Cure; and
4. any change to information previously provided to the City in the Failure Notice, with details of all such changes

C. for any Failure that Developer considers to be Cured:
   1. the Logged Permanent Cure Time of such Failure (if such Failure has a Permanent Cure Period) or the date and time that such Failure was fully Cured (if such Failure does not have a Permanent Cure Period) and, in either case, the calculation of the total Noncompliance Points or Performance Deductions that accrued in respect of such D&C Noncompliance Failure;
   2. the nature of the Cure in reasonable detail and the measures that have been, and will be, taken to prevent the reoccurrence of such Failure;

   ii. in respect of each Availability Failure (whether notified by Developer to the City or by the City to Developer):
      A. a description of such Availability Failure in reasonable detail, including the location thereof within the Project, the circumstances giving rise to such Availability Failure and its Failure Start Time;
      B. for any Availability Failure that is continuing:
         1. the calculation of the Availability Deductions that have accrued in respect of such Availability Failure up to that time;
         2. a description of the steps being taken by Developer to:
            > mitigate the impact thereof;
            > make Available the affected Area(s) of the Project as quickly as possible;
         3. estimate of the current time to Cure; and
         4. any change to information previously provided to the City in the Availability Failure Notice, with details of all such changes;
      C. for any Availability Failure that has ended:
         1. the Logged Permanent Cure Time of such Availability Failure;
         2. the calculation of the total Availability Deductions, that accrued in respect of such Availability Failure; and
         3. all of the steps taken by Developer during the subsistence of such Availability Failure and the measures that have been, and will be, taken to prevent the reoccurrence of similar Availability Failures.

b. The database shall also record on a real-time basis:
   i. the cumulative Deductions that have occurred in such a manner as to allow the Parties to establish at any time whether any of the D&C Increased Oversight Threshold, the O&M Increased Oversight Threshold, the D&C Deduction Termination Threshold or the O&M Deduction Termination Threshold has occurred;
   c. Developer shall provide to the City unrestricted electronic access to the database at all times and the database shall be designed to enable the City to:
      i. inspect all entries by Developer;
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ii. flag a request for further information from Developer related to any entry;

iii. flag any entry where the City dispute the entry;

iv. enter information in respect of each D&C Noncompliance Failure, O&M Noncompliance Failure, Performance Failure and Availability Failure notified to Developer by the City to the same level of detail as Developer is required to enter in respect of D&C Noncompliance Failure, O&M Noncompliance Failure, Performance Failure and Availability Failures notified by it to the City;

v. record for each D&C Noncompliance Failure, O&M Noncompliance Failure, Performance Failure or Availability Failure the issuance of a notice by the City;

vi. automatically generate a report recording the number and details of:

A. Noncompliance Failures and Performance Failures that have been Cured and remain uncured; and

B. Availability Failures that have ended and are continuing, in either case, including:

C. separate counts of:

1. Noncompliance Failures, Performance Failures and Availability Failures notified by Developer; and

2. Noncompliance Failures, Performance Failures and Availability Failures notified by the City; and

D. the number of Noncompliance Points, Performance Deductions and Availability Deductions:

1. accrued by Developer; and

2. subject to dispute by either Party, in any such case, within any user-defined time period; and

E. flag the City’s concurrence or otherwise that the Logged Permanent Cure Time has occurred in respect of Noncompliance Failure, Performance Failure or an Availability Failure has ended.

5.3 Utilities Maintenance Services

a. Table 17-1 clarifies the responsibility for utilities maintenance services. Where indicated as the responsibility of the Developer, this includes the following services, which are further described in this Section:

i. procurement, administration and payment;

ii. utilities continuity of supply and maintenance; and

iii. notifications, monitoring and reporting.

5.3.2 Procurement, Administration and Payment

a. Developer will negotiate and enter into contracts with Utility Owners for the supply of Utilities, and will be responsible for all payments related to such contracts.

b. Developer shall be responsible for securing and maintaining Service Lines of appropriate specifications and adequate capacity to supply the requirements of the Project Agreement.
5.3.3 Utilities Continuity of Supply and Maintenance

a. Developer shall ensure that an adequate continuous supply of all Utilities is available to the Facilities 24 hours a day, seven days per week to all applicable Facilities to the demarcation points with the Utility Owners.

b. Developer shall ensure that all Service Lines are provided and maintained at all times.

c. Developer shall undertake all testing, cleaning and maintenance, including as required by the Utility Owners and other parties having jurisdiction; and

d. In the event that there is a disruption from a Utility Owner, Developer shall supply emergency Utilities and coordinate appropriate contingency response at its own cost.

5.3.4 Notifications, Monitoring and Reporting

a. Developer shall inform the City and if applicable Event Operators, of all:

   i. unscheduled disruptions to any Utility immediately upon the occurrence; and

   ii. scheduled interruptions to any Utility not less than 7 calendar days prior to such disruption.

b. Developer shall administer, record, and distribute as necessary all hazard and safety notices associated with the Utilities;

c. Developer shall obtain and maintain up-to-date, precise and accurate documentation and records, which shall be available for inspection by the City, or its affiliated partners, at any time. Such documentation and records shall include but not be limited to required permits, licenses, test certificates and approvals for the Utilities.

d. Developer shall provide the following details to the City as part of the Annual O&M and Renewal Work Report:

   i. annual consumption for each Utility for the reporting period;

   ii. continuous trends for a 24-month rolling period on Utilities consumption from the demarcation points, in a format to be agreed with the City;

   iii. a summary of all disruptions to the Utilities, root cause analysis and resolution and mitigation measures;

   iv. details of any issues or disputes with the Utility Owners during the year;

   v. copies of contracts with the Utility Owners and a summary of changes to these contracts if applicable; and

   vi. any other information or statistical data required reasonably required by the City.

5.4 Campus Network and Telecom Services

a. Developer shall be responsible for providing the following network and telecommunication services across the NWC Campus:

   i. public and private Wi-fi networks accessible from interior and exterior spaces of the Triangle Public Elements, Triangle Common Areas, Phases 1 & 2 Incorporated Elements, and Phases 1 & 2 Common Areas;

   ii. Developer shall offer the option for the public Wi-fi network to extend within the CSU Buildings and Legacy Building (WSSA), public spaces (plazas, lobbies, etc.). Such service shall be offered at a comparable cost to CSU and WSSA.;

   iii. minimum network download speeds shall be 10 GB;
iv. network setup and commissioning for the Triangle Incorporated Elements and Phases 1 & 2 Incorporated Elements on reaching Occupancy Readiness; this shall include the installation of necessary equipment, switches, routers, and other hardware in data rooms within each of the corresponding NWC Campus buildings;

v. management of the campus fiber network; and

vi. management of the campus telecommunications network;

b. Developer shall ensure cellular coverage during Major Events across campus and within campus buildings.

c. Developer shall develop a network and telecommunications plan for the campus that identifies the strategy for commissioning network services and how such services are to be managed across the campus.

5.5 Security Management Services

5.5.1 General

a. Developer shall provide comprehensive security management services including 24 hour security for the NWC Campus perimeter and internal patrols within the Triangle Public Elements and Phases 1 & 2 Incorporated Elements;

b. As part of the Policies and Procedures Manual for security management services, Developer shall develop, maintain and implement the following:

i. a classification of security-related events which is to be approved by the City for the purposes of implementing the security control center response times pursuant to Section 5.5.3; and

ii. a security risk assessment for the Site focusing on internal and external threats (such as criminals, terrorists, activists / demonstrators, etc.), with due consideration to the local environment.

c. Developer shall:

i. provide visible but un-obstructive customer focused security management services that create a safe and secure environment;

ii. provide professional integrated security management services on a scheduled and ad hoc basis, which is efficient, effective and timely;

iii. maintain the safety of all persons and their belongings within the Facilities, including the protection of users of the Facilities against violent acts or abuse;

iv. protect the Site and users of the Facilities against theft, vandalism, malicious tampering and criminal damage;

v. restrict access to sensitive areas to authorized personnel only;

vi. integrate closely with the O&M Customer Service Center;

vii. provide security management services that balance flexibility of public spaces with the control of non-public spaces; and

viii. provide suitably trained security staff to respond to emergency situations as they occur from time to time, pursuant to Section 5.6.

d. On duty security staff shall be contactable by the O&M Customer Service Center at all times.

5.5.2 Security Staffing

a. Developer shall ensure that:
b. all security officers and staff are licensed according to the City and County of Denver, Excise and License office, with appropriate background checks conducted as required by law prior to commencement of employment; and

c. all security staff present a professional image in acceptable uniforms consistent with this type of service.

5.5.3 Security Control Center

a. Developer shall operate a dedicated Security Control Center to manage delivery of manned and electronic systems, and deal with and coordinate all requests for security management services. The Security Control Center shall be manned by competently trained and appropriately qualified staff at all times, 24 hours a day, seven days per week.

b. The Security Control Center shall receive, log and address enquiries and requests for security management services whether observed by the Developer and / or received from users by telephone, in person, in writing, electronically or otherwise and report such to the O&M Customer Service Center.

c. Developer must ensure that the Security Control Center records the following information in respect of each request for security management services:

i. name of person requesting the security management services;

ii. date and time the request was made;

iii. details of the Area affected;

iv. status of the Area (i.e. in use or not in use, booked for an Event, etc.);

v. nature of the request and the security management services requested;

vi. categorization (i.e. emergency vs. non-emergency);

vii. the name of the person(s) acting on behalf of the Developer who delivered the security management services; and

viii. actions undertaken.

5.5.4 Security Patrols

a. Developer shall develop, implement and carry out frequent but random security patrols of the Site.

b. The program for security patrols shall be based on historical data based on the frequency of incidents requiring a security response.

c. Security staff shall undertake the following tasks during security patrols:

i. report to the Security Control Centre immediately:

A. any observed damage or interference to physical security protective measures, including perimeter fencing or door locks, etc.;

B. any observed damage to any property such as graffiti, damage to visitor’s car, etc.;

C. any smoke or flame;

D. any suspicious objects;

E. any observable waster, steam, gas, oil, and / or electrical breakdowns without imposing any particular obligation to inspect or search for such breakdowns; and/or

F. any person or parties acting suspiciously;
ii. secure any doors or windows left open in vacated locations without apparent reason which may present a security risk and switch off lights that are not required; and

iii. ensure that all firefighting equipment remains in designated locations and is not interfered with to prevent its immediate use, and that fire exits are not obstructed.

5.5.5 Surveillance Systems

a. Developer shall maintain, operate and replace as required a comprehensive camera surveillance system for the Site as agreed by the City and in compliance with the Project Standards.

b. Developer shall ensure the camera surveillance system is operated in a manner that ensures availability, including a point of presence for connection to the Denver Police Department Milestone system through the City’s fiber network.

c. Developer shall be responsible for establishing and maintaining a storage system for surveillance recordings and other media captured through the surveillance system that will be kept in a secure environment for a minimum for 30 days. These tapes and other media are to be made available to the City as requested.

5.5.6 Access Card and Key Management Services

a. Developer shall:

i. subject to the requirements of Sections 5.5.6b and 5.5.6c, manage, maintain and program access cards and devices and control;

ii. provide key cutting and key management services for the Facilities;

iii. maintain and manage an inventory of:

A. all Facilities’ keys and master keys; and

B. all Facilities’ access cards, including providing temporary access cards, and programming of all cards.

iv. Implement and maintain an electronic access card and key management registry, which shall:

A. include detailed information regarding each of the access cards programmed and keys cut for the Facilities. As a minimum, the management registry shall record the name of the requestor, provide evidence of the City approvals for each key cutting request, status of the request, the rooms accessible with the access cards / keys cut by the Developer, and capture access cards / keys returned to the Developer. Additional information may be incorporated in the management registry at the City’s discretion;

B. be maintained current at all times; and

C. shall be accessible by the City at all times;

v. provide out of hours access to locked areas of the Site in accordance with City policies; and

vi. develop, maintain and implement a key cutting and key management services protocol, with clear allocation of responsibilities, processes, City approval protocols and ongoing maintenance of the electronic key management registry.

b. Access to any restricted areas shall be coordinated with the City.

c. All access cards and keys ordered must be authorized by the City.
5.5.7 Escort Duties
a. Developer shall undertake escort duties for:
   b. collection and movement of cash around the Site;
   c. protection of valuable items delivered / removed from the Site;
   d. users of the Facilities to remote areas of the Site; and
   e. users of the Facilities who do not have the required access rights.

5.5.8 Lost Property
a. Developer shall provide and administer a lost property system at the Site. This shall include but not be limited to:
   i. safe custody of “lost” items;
   ii. staffing of a lost property collection point during normal and outside of normal business hours;
   iii. contacting property owners when known; and
   iv. disposing of property after three months in storage in accordance with Section 5.5.8b.
   b. After three months, property shall be disposed of in the following manner:
   i. where the property has little or no value, the property shall be destroyed and documented in the lost property book; and
   ii. the property shall be donated to a charitable institution to be agreed to with the City.

5.5.9 Event Security
a. Developer shall provide event security management and site protection during the Events, and shall be prepared to undertake enhanced security duties, including but not limited to:
   b. prior to the Events, Developer shall ensure that Event operators, exhibitors, suppliers, and contractors are familiar with the safety, security and emergency procedures for the Site;
   c. during the Events, Developer shall ensure that all security Staff can be easily identified by users of the Facilities;
   d. during the Events, the Developer shall manage crowd and parking control; and
   e. within 10 Working Days after the end of Events, Developer shall submit a post-event security briefing report to the City identifying any security-related incidents that occurred, actions undertaken, and continuous improvement measures for consideration and implementation during future Events.

5.6 Emergency and Incident Management Services
5.6.1 Developer Emergency and Incident Management Responsibilities
a. Developer shall take primary operational responsibility for the Site in the event of a disaster or an emergency, including but not limited to:
   i. manmade emergency incidents such as major power outages, etc.; and
   ii. natural emergency incidents such as tornadoes, severe thunderstorms, winter storms, wildfires, flooding, health epidemic (including livestock and equine illness, etc.).
b. As part of the Policies and Procedures Manual for emergency and incident management services, Developer shall develop, maintain and implement emergency plans, including response, contingency business continuity and resumption plan for the Site in response to any, and all failures, including utility, security system and equipment failures, and a fire management plan (including evacuation drawings).

c. Developer shall continue to provide essential O&M Services during an emergency or an Incident. All Facilities Systems related to such Essential O&M Services shall be identified within the CAFM system.

d. Developer shall:
   i. ensure fuel supply at a minimum for auxiliary backup systems in accordance with the City building code;
   ii. develop and conduct fire and life safety training programs for all Developer and City personnel at the Facilities;
   iii. provide training to new personnel within their first 60 Calendar Days at the Facilities and shall provide refresher sessions to all personnel every 18 months;
   iv. perform annual fire drill and evacuation procedures at each Facility and document attendance in accordance with building code but minimum of annually, in coordination with the City;
   v. develop disaster back-up and recovery program to be agreed by the City, and effectively implement it when activated; and
   vi. establish emergency response escalation programs in accordance with City guidelines to ensure the appropriate City personnel are notified of emergency conditions.

5.6.2 Management of Emergency Events

a. In the event of an emergency event, Developer shall:
   b. notify, coordinate and cooperate with external emergency services;
   c. notify the City and the Event Operator in accordance with the emergency response escalation program required pursuant to Section 5.6.1d.vi;
   d. provide adequate fire warden services to assist in the control and direction of traffic within the Site as required, including pedestrian and vehicle traffic to maintain clear access during an emergency;
   e. control and prevent unauthorized access to the scene during an emergency;
   f. coordinate evacuations; and
   g. investigate the emergency event and report all findings to the City within 24 hours, or longer if agreed with the City.

5.6.3 First Aid

a. Developer shall:
   b. ensure that at all times there are staff on the site that are suitably qualified;
   c. ensure that the security staff respond to, and appropriately deal with, any incidents requiring first aid, and liaise appropriately with emergency medical providers as required; and
   d. provide first aid kits, automated external defibrillator kits and equipment at strategically located part of the Facilities for the safety and benefit of all users of the Facilities;
5.7 Vandalism and Graffiti Control Services
   a. Developer shall:
   b. minimize and appropriately manage acts of graffiti and vandalism, including consideration
      for minimizing vandalism and graffiti through appropriate practices and approaches when
      delivering the O&M Services;
   c. provide all supervision, labor, materials, and equipment necessary to remediate
      occurrences of vandalism or graffiti at the Facilities in accordance with Section 4.2.1; and
   d. report each occurrence of vandalism or graffiti to the City.

5.8 Roads, Grounds and Landscape Management Services
   a. With the exception of public roads from back of curb to back of curb, Developer shall
      provide roads, grounds and landscape management services on a planned and reactive
      basis, in a manner that is responsive to seasonal weather and growing conditions and to
      maintain an aesthetically pleasing landscape that is both functional and complementary to
      the local environment throughout the year.
   b. The roads, grounds and landscape management services shall comprise:
      i. maintenance of Public ROW exclusive of the public street (back of curb to back of
         curb), private roadways, and pedestrian bridges, through regular inspections.
      ii. a planned and ad-hoc horticulture service, including, but not limited to:
         A. pruning and cutting shrubs, hedges, trees, etc.;
         B. lawn care including mowing and edging;
         C. replacement of dead or damaged shrubs, trees and flowers;
         D. all irrigation systems;
         E. water quality assets or detention ponds required for the Site including
            Phases 1 & 2 and the Triangle;
         F. weeding; and
         G. planting, including shrubs, trees, flower beds.
      iii. a planned and reactive maintenance program for all external structures, artworks
           and surfaces, including but not limited to roads, pathways, paved areas and hard
           standings, signage, lighting, courtyards and paved areas, boundary walls and
           fences, external furniture, lawns and open areas, external staircases and fire
           escapes; and
      iv. emergency call-out service to address occurrences such as fallen trees.
   c. Any issues are to be reported to the O&M Customer Service Center promptly and ensure
      appropriate action is undertaken. This includes but is not limited to damaged parking or
      road surfaces, curbing and pedestrian footpaths, pedestrian crosswalks to and with the
      parking and areas, road of parking space line markings, inadequate or damaged signage,
      and hazards and security issues.
   d. Developer shall adhere to the roads, grounds and landscape service standards described
      in Section 4 of Annex 17-A.
   e. Developer shall identify and schedule all preventative work, the nature of the work and the
      affected areas in a program format agreed with the City, on a quarterly basis. A program
      for this work shall be provided to the City in an agreed format 1 month prior to the
      commencement of each quarter.
f. Developer shall ensure that chemicals used on the Site in the provision of roads, grounds and landscape management services are in accordance with Parks and Recreation requirements, unless otherwise approved by the City.

5.9 Snow and Ice Removal Services

a. Developer shall provide snow and ice removal services on the Public Parking, Public Street ROW, Phases 1 & 2 Common Areas, and Triangle Common Areas, including:

i. snow plowing, clearing, sanding and salting (including the application of other ice melt products) to keep all required access areas clear of snow and ice. During freeze-thaw periods, the build-up of any slush and frozen slush ridges that may occur shall be removed;

ii. installation and maintenance of winter protection;

iii. removal of snow from the Site as required; and

iv. spring cleaning of debris caused by salt, sand and / or ice melting products following the winter season.

b. As part of the Policies and Procedures Manual for snow and ice removal services, Developer shall define the storage and removal of snow from the Site, and a snow and ice clearing priority protocol in consultation with the City;

c. Where Developer’s snow and ice removal services cause damages to the Facilities, Developer shall be responsible for the cost associated with repairs.

d. Developer shall record all planned and unplanned snow and ice removal activities in the CAFMS, including time of day, weather, accumulation of snow and the nature of removal measures used. This information will be requested during discovery process for slips and falls and should be provided to the City upon request.

e. Snow piling is permissible in the designated areas identified and agreed to with the City. The snow shall not be piled in a manner that could constitute a hazard, including impeding visibility or impeding fire lanes, pedestrian or vehicle traffic, or restrict availability of parking. In the event that the snow is piled in a manner that constitutes a hazard the Developer shall proceed with the removal of this hazardous situation as soon as possible after the hazard has been identified.

5.10 Parking Management Services

a. The Developer shall provide comprehensive parking management services in relation to the Site.

5.10.1 Traffic Management

a. Developer shall keep all entrances, exits and roadways clear from vehicular and other obstructions, thus maintaining the free flow of traffic at all times. These responsibilities include but are not limited to:

i. enforced removal of such obstructions;

ii. dealing with customer complaints; and

iii. administration of parking fines and penalties if appropriate.

5.10.2 Maintenance of Parking Areas

a. Developer shall provide, maintain, operate, and replace when necessary, access and egress equipment, mechanical or otherwise to ensure parking areas are safely and effectively used by parking users. Such control measures shall minimize the potential for
causing congestion in so doing and shall have sufficient capacity to cope with peak traffic flow.

b. Developer shall provide, maintain, operate and replace when necessary, revenue collection equipment, mechanical or otherwise to ensure charges are collected. This shall include but not be limited to:
   i. collection of revenue;
   ii. replenishment of consumables such as tickets; and
   iii. displaying current parking charges and parking regulations.

c. Developer shall ensure all equipment and machinery is commissioned, operated and maintained in good safe order and in accordance with manufacturer’s instructions and requirements of the applicable regulations.

d. Developer shall maintain the parking lots and all access / exits so that they are kept clean, lit and free from litter and debris.

5.10.3 Parking Management and Administration

a. There shall be no restrictions on parking rates outside of Non-Developer Events.

b. The onsite parking systems shall provide functionality that allows the City, along with the Event Holder, to set custom parking rates, including offering free parking, for Non-Developer Events. Such functionality shall include the ability to validate tickets for reduced pricing for specific Events, provide free parking with purchased ticket for certain Non-Developer Events, and to track parking data, including revenue and parking counts, for Non-Developer Events. The parking data for Non-Developer Events shall be made available to the City.

c. Developer shall ensure all tariffs and regulations, including the policy of lost tickets, shall be displayed at every entrance to the parking lots and at each payment stations.

d. Developer shall develop and maintain a system for recording and acting on customer feedback and satisfaction in line with the City’s policies.

e. As part of the Monthly O&M Report, Developer shall provide a monthly report to the City in an agreed format containing details of the following:
   i. ticket sales;
   ii. permits issued and reclaimed;
   iii. all incidents of crime within the parking lots;
   iv. planned maintenance within the parking lots; and
   v. customer feedback and comments.

6. RENEWAL WORK MANAGEMENT SERVICES

6.1 General Requirements

a. Developer shall undertake Renewal Work to ensure the Facilities and the Site are fully functional and meet the Minimum O&M Service Standards in Annex 17-A and Performance Standards in Annex 4 to Schedule 5.

b. The standards of replacement or refurbishment shall meet or exceed the standards and specifications required in the Minimum O&M Service Standards and Performance Standards. All replacements as part of the Renewal Work shall be new components that meet the most current technological standards available. Where Facilities systems and equipment are no longer available, they shall be replaced with Elements of similar or
equivalent form, substance and quality that meet or exceed the Minimum O&M Service Standards and Performance Standards.

c. Developer shall keep up to date with the latest techniques and research in Renewal Work practice and adopt such innovation and research as appropriate.

d. Developer shall perform the Renewal Work management services in accordance with the Renewal Work Plan approved by the City and the Handback Requirements in Schedule 19.

e. Developer shall deliver the Renewal Work management services in a manner which:

i. minimizes, to the extent reasonably possible, any interruptions to the use and operation of the Facilities; and

ii. is integrated and coordinated with the delivery of all other O&M Services provided by the Developer.

6.2 Joint Technical Review

a. At Substantial Completion and the end of each six-year period throughout the O&M Period, the Developer and the City, supported by a mutually agreed and duly qualified independent inspector and such technical resources as are mutually deemed necessary, shall conduct a Joint Technical Review of the Site. At the Developer’s cost, the independent inspector will direct, coordinate, and ensure completion of all activities of the Joint Technical Review.

b. The independent inspector’s team shall include, but not limited to, architect(s), structural engineer(s), mechanical engineer(s), electrical engineer(s), information technology, communications and security system engineer(s), independent cost consultant(s) with comparable and relevant experience. The independent inspector shall have comparable and relevant experience in managing a diverse team of specialized sub-consultants.

c. The Joint Technical Review will assess the performance and effectiveness of both the O&M Management Plan and the Renewal Work Plan completed over the previous six-year period (or D&C Period in the case of Substantial Completion) and the work planned for the upcoming six-year period in accordance with the O&M Management Plan, the Renewal Work Plan and the Performance Standards.

d. The Joint Technical Review will include the FCI measured by the independent inspector for each of the Facilities on the Site.

e. As part of the Joint Technical Review, the Developer shall submit, in collaboration with the independent inspector and the City, a guide of standards for normal wear and tear applicable for the period covered by the Joint Technical Review. The guide of standards for normal wear and tear shall outline the standard of normal wear and tear that will be used during the Joint Technical Review for the applicable period, with a description and exemplar information and / or pictures to outline how each building system or component will be reviewed to determine its condition. The guide of normal wear and tear shall have the prior approval of the City, acting reasonably, and shall include, at a minimum the following building components:

i. decorative finishes;

ii. floor coverings;

iii. specialty fittings;

iv. interior doors; and

v. furniture and equipment for which the Developer is responsible for the maintenance and Renewal Work.
f. During the final six years of the O&M Period, the Developer and the City on mutual agreement may cancel the requirement for a Joint Technical Review and carry out the inspection provisions of Schedule 19.

g. The findings of the Joint Technical Review will be documented in a written Facilities Condition Report prepared by the independent inspector and submitted to the City no later than 60 Calendar Days after the Joint Technical Review, that:

i. identifies the condition of the assets, systems and equipment on the Site;

ii. identifies the FCI for each of the Facilities on the Site; and

iii. identifies any deficiencies in the performance of the obligations of the Developer under the Project Agreement with respect to the condition of the assets, associated systems and equipment to the technical standards and O&M Services plans.

h. Within 15 Working Days of receipt of the Facilities Condition Report, unless otherwise agreed by the City, Developer shall prepare a remediation plan outlining:

i. its approach and proposed schedule for rectification of any identified deficiencies through integration within the O&M Management Plan and the Renewal Work Plan; and

ii. if the FCI exceeds the thresholds defined in Schedule 19 for each of the Facilities, a justification for the value of the FCI and the Developer’s approach and proposed schedule to improve the FCI and comply with the FCI requirements of Schedule 19.

i. The Developer and the City will convene a meeting to examine the findings of the Joint Technical Review and the Developer’s remediation plan;

j. The Developer shall rectify any identified deficiencies for which it is responsible to the standards required by the Performance Standards within a reasonable time period and as approved by the City.

6.3 Environmental Management Services

a. Developer shall:

b. develop, adhere to, and update, as part of the Policies and Procedures Manual for environmental management services, emissions management strategies (air and wastewater), GHG emission reduction strategies, halocarbons (ozone depleting substance) reduction strategies, hazardous materials and hazardous waste management strategies, potable water quality management strategies, water conservation initiatives, green materials and supplies management, proactive mold growth prevention strategies, and sound pollution management initiatives;

c. provide all necessary support to the City in connection with any environmental certifications for the Project, including at a minimum providing to the City any requested documentation and data relating to the O&M Services and the performance of the Facilities; and

d. as part of the Monthly O&M Report:

i. track and report to the City any environmental impacts that arise during the O&M Period; and

ii. self-monitor and document compliance and noncompliance and report to the City in accordance with the Environmental Management Plan pursuant to Schedule 10 and the Policies and Procedures Manual for Environmental Management Services. In the event that compliance with any environmental commitment is not possible or feasible, the Developer shall report and substantiate to the City’s satisfaction...
6.4 Handyman Services

a. Developer shall provide the handyman services as required by the City from time to time as part of the O&M Services and at no additional cost to the City.

b. The handyman services shall include but not be limited to services that are not already in Schedule 17, including:
   i. installation or removal of pictures, display boards, soap dispensers, minor equipment, etc.;
   ii. set-up, reconfiguration and arrangement of furniture, tables, food service equipment as necessary;
   iii. minor relocations, small moves and support in the installation and relocation of furniture (i.e. ensuring power is available), and minor furniture repairs;
   iv. installation of temporary signage (wayfinding and identification);
   v. supporting the installation and set-up of temporary audio-visual or telecommunications or equipment required by Event Operators;
   vi. removing broken keys from locks and ensuring that locks are functional; and
   vii. changes requested by the City to static signage.

c. Handyman services are to be pre-approved, and initiated, by the City through the O&M Customer Service Center. The City shall define the requirements, including the work to be performed, the location, timeframe and other related information necessary to perform the handyman services.

d. Developer shall complete handyman services within the timeframe provided to the O&M Customer Service Center, or in any case within three Working Days of the receipt by the Developer of the request for handyman services unless otherwise agreed to by the City; and

e. Developer shall advise the City when the volume of requests for handyman services exceeds 40 hours per week and alternate arrangements may be made through a mutual agreement between the Developer and the City.

7. COMMERCIAL SERVICES

7.1 Concession Requirements

a. Part of the mission and vision of the NWC Campus is to ensure a variety of high-quality food choices to campus visitors and users; and to ensure a strong representation of existing and local Colorado restaurants and establishments within the Site.

b. Developer is required to ensure the Concessionaire spaces within the NWC Campus along with any future changes to the spaces meet the following requirements which shall also be subject to approval from the City:
   i. At least [ ]% [SF/store front space/store fronts] shall be:
      A. existing locally established Colorado food vendors/providers who are opening their first permanent location at the NWC Campus (i.e. their prior operations were only mobile food truck operations or equivalent); and

---

3 As part of the Mission and Vision and focus in agriculture and food production, the Authority also anticipates developing and refining a Campus Food Ethos. Further the percentages in this Section shall be provided in a subsequent Addendum.
B. existing locally established Colorado restaurants whose permanent operation at the NWC Campus shall be their second or third permanent location in Colorado;

ii. At least [__]% of concession food and beverage by volume provided for sale must be locally sourced. Locally sourced shall mean food that is grown and/or produced within the State of Colorado or within 200 miles of the NWC Campus;

iii. At least [__]% of produce by weight shall be certified USDA organic;

iv. At least [__]% of protein by weight shall be certified USDA organic;

v. At least [__]% of catering services by revenue shall be sourced through small business catering businesses located within the Denver area. Developer shall use the City and County approved Small Businesses list for compliance;

vi. Concessionaire must serve concessions using [__]% compostable material (plates, trays, cups, utensils, etc.); or reusable material for formal dinners and/or higher end catering services);

vii. Developer shall ensure Concessionaire offers services to partner concessions needs at comparable rates/services being offered to Developer on the NWC Campus. Examples of partner concession needs shall include, but not be limited to:

A. CSU student cafeteria;
B. catering services for CSU events;
C. CSU and WSSA Vending Machine services;
D. WSSA Club Concessions Services; and
E. catering services for WSSA events.

viii. Developer shall offer a variety of menu items and pricing levels in their concession offerings;

ix. Concessions within the NWC Campus shall follow a comparable pricing model, based on similar venues and market. The City reserves the right to audit pricing to ensure compliance with the pricing policy. Retail pricing shall be based upon sampling of product items, and price ranges for similar items from comparable venues within market. Comparisons shall be made to a survey of mutually agreed locations and/or venues; and

x. Queuing requirements [__].

c. Developer shall monitor the quality and performance (including queue lengths) of the Concessions through customer satisfaction surveys, use of secret customers, and technology such as CCTV cameras;

d. Developer shall organize food testing of Concession's menus to confirm all food items comply with the applicable nutritional guidelines. Only food items that have been approved in testing shall be made available for purchase on the NWC Campus. Once testing is completed and approved for each food item, the items shall be catalogued for record purposes and clarification of their specification. Any changes to a Concession menu or food items shall require prior approval from the City and subsequent testing completed.

e. Prior to City’s approval Developer shall organize food tasting by the City.

4 Requirements to be included in a subsequent Addendum.
Annex 17-A: Minimum O&M Services standards

1. BUILDINGS AND EQUIPMENT

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1.1 General

In general, all elements of building fabric, fixtures and fittings, and floor and floor coverings shall at all times be functional, operational and satisfy the same performance requirements as required for Substantial Completion, subject to reasonable wear and tear.

1.2 Building fabric, external

Including:
- External walls, doors and roof access, screens, canopies, glazing and windows
- Roof
- Fire escapes
- Walkways
- Safety barriers
- Balconies
- Eaves, soffits, fascia
- Rendering
- Chimney / flues
- Loading docks
- Solar panels

a. Sound, secure and weatherproof where appropriate
b. Free from damp penetration or spalling
c. Claddings, copings and parapets, soffits/fascia are structurally sound and secure
d. Free from pests
e. Free from debris and moss growth
f. Substantially free from bird droppings
g. Substantially free from unsightly stains and blemishes, h. Exterior glazed curtain wall system is maintained clean and free of dill, dust, and water spots
i. Roof is watertight and roof components maintained in accordance with manufacturer’s recommendations (vents, roof material, drains)
j. No standing water on roofs
k. Free from vandalism and graffiti
l. Fresh air intakes clear of obstructions and away from hazards
m. Exterior wall finishes in good condition (paint, mortar)

1.3 Building fabric, internal

Including:
- Internal walls
- Doors, glazing, screens, cabinetry
- Partitions
- Ceilings
- Floors

a. Free from structural cracks and/or deflection
b. Free from moisture, damp or standing water
c. Free from mold, mildew or other biocontamination
d. Free from vermin / pests
e. Free from undue damage and of reasonable appearance for location
f. Free from hazardous materials
g. Free from volatile off-gassing
h. Substantially free from unsightly stains and blemishes
## MINIMUM O&M SERVICE STANDARDS

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<th>Standard</th>
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</table>
|         | i. Free from vandalism and graffiti  
|         | j. Windows in good condition (clear, sealed, operational, free of damage) |

### 1.4 Internal Fixture and Fittings

- Including:
  - Doors (external, internal and fire)  
  - Glazing, screens, cabinetry  
  - Windows and sills  
  - Hatches  
  - Vents  
  - Shelving  
  - Cupboards  
  - Railings  
  - Racking  
  - Notice boards  
  - Mirrors  
  - Balustrades  
  - Motorized and non-motorized blinds

- a. Operate as intended, in a safe way  
- b. Free from all but minor surface blemishes and wear and tear  
- c. Free from corrosion and rust  
- d. Signs, notices, warning signs where appropriate are intact, legible and illuminated where appropriate.

### 1.5 Floor and Floor Coverings

- a. The floor coverings are complete, in accordance with the Project Standards  
- b. The floor coverings are fully fixed to the floor so as not to cause health & safety hazard  
- c. This floor/floor coverings are free from tears, scoring, cracks or any other damage that is unsightly and/or could cause a health and safety hazard  
- d. The floor/floor coverings are maintained in such a way as to provide a suitable uniform surface, with minimal resistance, for wheelchairs  
- e. Allow adequate drainage where necessary
### MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
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<th>Element</th>
<th>Standard</th>
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| **1.6 Decorative Finishes** Including: Paintwork, Fabric, Special finishes applied to walls, ceilings, woodwork, metalwork, pipe work and other | a. Decorative finishes are complete, in accordance with the Project Standards  
b. Free from all but minor surface blemishes or undue wear and tear  
c. Free from cracks or any other surface degradation inconsistent with a building maintained in accordance with Good Industry Practice |

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### BUILDING SYSTEMS

<table>
<thead>
<tr>
<th>Element</th>
<th>Standard</th>
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<tbody>
<tr>
<td><strong>2.1 General</strong></td>
<td>a. In general, all elements of building systems, including the elements outlined below, shall at all times be functional per their intended use, operational, secure, in compliance with the Project Standards, and maintained in accordance with manufacturers’ recommendations and applicable codes and standards</td>
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| **2.2 Emergency Power Supply Systems** | a. Standby power supply is tested regularly in compliance with applicable standards  
b. Standby power supply is free from dust  
c. Batteries are be adequately ventilated and free from acid leakage  
d. Batteries are be topped up and fully charged |
| **2.3 Low Voltage Distribution System (Below 600V)** Including: Distribution equipment and protective devices, fuse switches, Isolators, Distribution boards | a. Ratings are clearly marked  
b. Secure to authorized access only  
c. Recording/Monitoring instruments are operational  
d. All alarm functions are tested per manufacturers’ recommendations  
e. Identification notices are provided where necessary |
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Fuses</td>
<td></td>
</tr>
<tr>
<td>• Circuit breakers</td>
<td></td>
</tr>
<tr>
<td>• Exposed distribution cables</td>
<td></td>
</tr>
<tr>
<td>• Transformers</td>
<td></td>
</tr>
<tr>
<td>• Grounding systems</td>
<td></td>
</tr>
</tbody>
</table>

### 2.4 High Voltage Distribution Systems
Including:
• Distribution equipment
• Isolators
• Distribution units
• Circuit breakers
• Outdoor substations
• Ground grid and grounding systems

|          | a. Ratings are clearly marked |
|          | b. Secured to authorized access only |
|          | c. Lock-out procedure provided |
|          | d. Recording/monitoring instruments are operational |
|          | e. All current transformer and potential transformer ratios are identified |

### 2.5 Hot and cold water systems

|          | a. Water delivered at the specified temperatures and flow rates as required to serve the Facilities needs |
|          | b. No undue noise and vibration |
|          | c. Drainage systems, taps, grease interceptors, valves and other related fittings and fixtures function as intended |
|          | d. All pipe work and fittings are fastened securely to their intended points of anchorage with properly engineered seismic bracing in accordance with applicable code |
|          | e. No drips or leaks of water from pipe work, taps, valves and/or fittings |
|          | f. Adoption of water efficient fixtures and fittings in accordance with Colorado Revised Statute Title 6 Article 7.5 (Water and Energy Efficiency Standards) |

### 2.6 HVAC Systems
Including:
• Humidifiers
• Heaters
• Ductwork
• Heat recovery wheels
• Mixing boxes and dampers
• Coolers

|          | a. No undue noise or vibration |
|          | b. Secured to authorized access only |
|          | c. Free from corrosion, erosion and organic growth |
|          | d. Free from dirt and dust buildup |
|          | e. Ductwork, fittings and pipe work securely fastened to their intended points of anchorage |
|          | f. All HVAC systems must automatically reset in the event of a power interruption |
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Standard</th>
</tr>
</thead>
</table>
| • Inlet / outlet grilles • Fans • Air handling units • Fume hoods • Vents and grills | g. No persistent or unreasonable leakages of water, or other heating / cooling medium, or air from ventilation systems  
   h. Filters are free from substantial debris and fit for use  
   i. Maintained within temperature set point range as set out in the Area Data Sheets and the Performance Standards  
   j. Adoption of energy efficient fixtures and fittings in accordance with Colorado Revised Statute Title 6 Article 7.5 (Water and Energy Efficiency Standards)                                                                                               |
| 2.7 Conveying Systems                        | a. All elevating devices operate to the manufacturers’ specifications, applicable standards and the Project Standards                                                                                                                                                      |
| 2.8 Sanitary and Other Drainage Systems      | a. No undue noise and vibration  
   b. All pipe work and fittings are fastened securely to their intended point of anchorage, with properly engineered seismic bracing in accordance with applicable code.  
   c. No leakage of waste and / or foul water and / or rainwater  
   d. Substantially free from odor  
   e. Drains and sumps free of obstructions and odors                                                                                                                                                                                   |
| Including: All sanitary ware and associated fittings Above and below ground storage tanks, such as acid holding, neutralizing and decontamination tanks |                                                                                                                                                                                                                                                                                                                                             |
| 2.9 Fire Management Systems                  | a. Firefighting equipment such as fire extinguishers, fire hoses, and fire cabinets are maintained in accordance with all relevant codes and standards                                                                                                                                                                    |
| 2.10 Communications Systems                  | a. Placeholder                                                                                                                                                                                                                                                                                                                            |
| Including: All infrastructure cabling, including telecommunications and data cabling Public address system |                                                                                                                                                                                                                                                                                                                                             |
| 2.11 Electrical Systems                      | a. Weatherproof where appropriate  
   b. No undue noise or vibration  
   c. Wiring, fittings, fixtures, controls and safety devices are properly housed and fastened securely to their intended point of anchorage and labelled                                                                                                                                                               |
| Including: IT/data Lighting Communications Safety |                                                                                                                                                                                                                                                                                                                                             |
MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Standard</th>
</tr>
</thead>
</table>
| Security surveillance and alarm systems | d. All equipment and wiring systems properly supported and anchored to resist gravity and seismic forces in accordance with applicable building codes  
 e. Lightning conductor is complete, isolated and comply with applicable Codes and Standards  
 f. Light fixtures free of bugs, dirt and dust |

2.12 Information, communication, automation and technology Infrastructure |
<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
</table>
| a. Provide onsite spare and replacement parts for equipment to provide no less than 99.9% operational availability for the duration of the project.  
 b. Provide spare hot plug back up processing for all core system equipment to provide no less than 99.9% operational availability for the duration of the project. |

3. CLEANING QUALITY STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 General</td>
<td>a. If the Facilities are booked for an Event, the Scheduled Cleaning activities must be completed at least 2 hours prior to the time that the area is booked for such Event</td>
</tr>
</tbody>
</table>
| 3.2 Walls, artwork and ceilings | a. Internal and external walls and ceilings are free of dust, grit, lint, soil, film graffiti and cobwebs  
 b. Walls and ceilings are free of marks caused by furniture, equipment or Facilities Users  
 c. Artwork is free of dust  
 d. Light switches are free of fingerprints, scuffs or other marks  
 e. Light fittings are free of dust, grit, lint and cobwebs  
 f. Polished surfaces are a of a uniform lustre |
| 3.3 Windows | a. External and internal surfaces of glass are clear of all streaks, chewing gums, spots and marks, including fingerprints and smudges  
 b. Windows frames, tracks and ledges are clean and free of dust, grit, marks and spots |
| 3.4 Doors | a. Internal and external doortframes are free of dust, grit, lint, chewing gum, soil, film, fingerprints and cobwebs |
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>b. Doors and door frames are free of marks</td>
</tr>
<tr>
<td></td>
<td>c. Door tracks and door jambs are free of grit and other debris</td>
</tr>
<tr>
<td></td>
<td>d. Polished surfaces are of a uniform lustre</td>
</tr>
</tbody>
</table>

### 3.5 Hard Floors

|                               | a. The floor is free of dust, grit, litter, chewing gum, marks and spots, water and other liquids |
|                               | b. The floor is free of polish or other build-up at the edges and corners or in traffic lanes, around furniture and at pivot points |
|                               | c. Inaccessible areas (edges, corners and around furniture) are free of dust, grit, lint and spots |
|                               | d. Polished or buffed floors are of a uniform lustre                        |
|                               | e. Appropriate signage and precautions are taken regarding pedestrian safety and newly cleaned or wet floors |
|                               | f. Mats (dust control, snow) are free from ingrained dust or dirt and stains, including edges |

### 3.6 Soft Floors

|                               | a. The floor is free of dust, grit, litter, chewing gum, marks and spots, water and other liquids |
|                               | b. The floor is free of stains, spots, scuffs or scratches on traffic lanes, around furniture and at pivot points |
|                               | c. Inaccessible areas (edges, corners and around furniture) are free of dust, grit, lint and spots |
|                               | d. Carpets and entrance matting are of an even appearance without flattened pile. After deep cleaning, there is no shrinkage, color loss embrittlement of fibers |
|                               | e. Carpets are vacuumed / cleaned                                          |
|                               | f. Mats (dust control, snow) are free from ingrained dust or dirt and stains, including edges |
|                               | g. Carpet tiles are either torn, sitting uneven, or marked with substances that spot cleaning will not remove are to be removed and replaced (and removed tiles to be professionally cleaned and stored for further service) |

### 3.7 Ducts, grills and vents

|                               | a. All ventilation outlets are kept unblocked and free of dust, grit, chewing gum, soil, film, cobweb, scuffs and other marks |
|                               | b. All ventilations outlets are kept clear and uncluttered following cleaning |
|                               | c. No evidence of dirty or ineffective air filters, pumps, back draft dampers or fans |

### 3.8 Stairwells, fire escapes and

|                               | a. Stairwells and fire control room to be kept free of dust, grit, litter, chewing gum, marks and spots, water and other liquids |
### MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>fire control room</strong></td>
<td></td>
</tr>
<tr>
<td><strong>3.9 Other – Animal Pens / Stalls</strong></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>The area appears tidy and uncluttered</td>
</tr>
<tr>
<td>b.</td>
<td>There is no unpleasant or distasteful odor.</td>
</tr>
<tr>
<td>c.</td>
<td>Area is free from litter, animal excreta, and other loose rubbish / debris</td>
</tr>
<tr>
<td>d.</td>
<td>Hose down, sanitize and scrub as required per the standards specified in this Schedule.</td>
</tr>
<tr>
<td>e.</td>
<td>Hay and bedding to be stacked.</td>
</tr>
<tr>
<td>f.</td>
<td>Areas around vents and fans to be kept clear.</td>
</tr>
<tr>
<td>g.</td>
<td>Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum</td>
</tr>
<tr>
<td>h.</td>
<td>Feed tubs and buckets are to be clean and secured to the walls</td>
</tr>
<tr>
<td><strong>3.10 Staff change rooms / lockers</strong></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Change rooms to be free of unpleasant odors</td>
</tr>
<tr>
<td>b.</td>
<td>Area to be kept free of dust, grit, littler, chewing gum, marks and spots, water and other liquids</td>
</tr>
<tr>
<td>c.</td>
<td>Garbage bins to be kept free of stains, marks, odor, dust, chewing gum</td>
</tr>
<tr>
<td><strong>3.11 Plenary / Arena hall</strong></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Doors and jambs to be kept free of dust, grit, lint and marks and spots</td>
</tr>
<tr>
<td>b.</td>
<td>Seating and furniture to be kept free of stains, marks and spots, garbage, dust, lint, chewing gum and tears</td>
</tr>
<tr>
<td>c.</td>
<td>Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum</td>
</tr>
<tr>
<td>d.</td>
<td>Bench top surfaces to be kept free of dust, marks and spots and scratches</td>
</tr>
<tr>
<td>e.</td>
<td>Walls to be free of stains, spots and marks, scuffs and other marks</td>
</tr>
<tr>
<td>f.</td>
<td>Room to be free of unpleasant odors</td>
</tr>
<tr>
<td>g.</td>
<td>Carpets to be vacuumed / cleaned</td>
</tr>
<tr>
<td><strong>3.12 Administration and Meeting Rooms</strong></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Window ledges and blinds to be kept free of dust, grit, lint and any other marks and spots</td>
</tr>
<tr>
<td>b.</td>
<td>Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum</td>
</tr>
<tr>
<td>c.</td>
<td>Walls to be free of stains, spots and marks, scuffs and any other marks</td>
</tr>
</tbody>
</table>
### MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>d.</td>
<td>Furniture to be kept free of stains, marks and spots, dust, lint, chewing gum and tears</td>
</tr>
<tr>
<td>e.</td>
<td>Doors and jambs to be kept free of dust, grit, lint and marks and spots</td>
</tr>
<tr>
<td>f.</td>
<td>Hall (and any associated rooms) to be free of unpleasant odors</td>
</tr>
<tr>
<td>g.</td>
<td>Carpets to be vacuumed / cleaned</td>
</tr>
</tbody>
</table>

#### 3.13 Rest rooms and Shower Facilities

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Change rooms to be free of unpleasant odors</td>
</tr>
<tr>
<td>b.</td>
<td>Area to be kept free of dust, grit, litter, chewing gum, marks and spots, water and other liquids</td>
</tr>
<tr>
<td>c.</td>
<td>Garbage bins to be kept free of stains, marks, odors, dust, litter, chewing gum</td>
</tr>
<tr>
<td>d.</td>
<td>Glass surfaces to be free of all marks, spots, smudges and stains</td>
</tr>
<tr>
<td>e.</td>
<td>Stainless steel fittings / tap ware to be kept free of all marks, spots and stains</td>
</tr>
<tr>
<td>f.</td>
<td>Showers and sinks to be free from marks and spots and hygienically cleaned</td>
</tr>
<tr>
<td>g.</td>
<td>All sanitary bins to be kept free of dust, lint and marks on the outside surface. They will also need to be monitored for servicing.</td>
</tr>
</tbody>
</table>

#### 3.14 Escalators

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Escalator side panels, hand rails and ledges to be free of dust, lint, grit and any spots and marks.</td>
</tr>
<tr>
<td>b.</td>
<td>Escalator treads and risers to be clear of litter, grit, lint, dust and dirt.</td>
</tr>
</tbody>
</table>

#### 3.15 Public areas / lobbies

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Window ledges and blinds to be kept free of dust, grit, lint and any other marks and spots</td>
</tr>
<tr>
<td>b.</td>
<td>Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum</td>
</tr>
<tr>
<td>c.</td>
<td>Walls to be free of stains, spots and marks, scuffs and any other marks</td>
</tr>
<tr>
<td>d.</td>
<td>Furniture to be kept free of stains, marks and spots, dust, lint, chewing gum and tears</td>
</tr>
<tr>
<td>e.</td>
<td>Doors and jambs to be kept free of dust, grit, lint and marks and spots</td>
</tr>
<tr>
<td>f.</td>
<td>Rooms to be free of unpleasant odors</td>
</tr>
<tr>
<td>g.</td>
<td>Carpets to be vacuumed / cleaned</td>
</tr>
<tr>
<td>h.</td>
<td>Glass surfaces to be kept free of streaks, fingerprints, marks and spots, dust and lint</td>
</tr>
</tbody>
</table>
### MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
</table>
| 3.16 Kitchenettes and kitchen areas | a. Stainless steel sinks to be kept clean and free of stains and marks  
b. Drains to be kept free of unpleasant odors  
c. Cabinet tops to be kept free of dust, lint, stains, spots and marks  
d. Cupboards to be free of scuff marks, stains, spots and marks, lint and dust  
e. Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum  
f. Walls to be free of stains, spots and marks, scuffs and any other marks |
| 3.17 Electrical Fixture and appliances | a. Electrical fixtures and appliances are free of grease, dirt, dust, deposits, encrustations, marks, marks, stains and cobwebs.  
b. Electrical fixtures and appliances are kept free from signs of use or non-use.  
c. Hygiene standards are satisfied where the fixture or appliance is used in food preparation.  
d. Motor vents, etc., are clean and free of dust and lint.  
e. Drinking fountains are clean and free of stains, mineral build up and litter.  
f. Insect killing devices are free of dead insects, and are clean and functional. |
| 3.18 Furnishings and fixtures | a. Hard surface furniture is free of spots, soil, film, dust, fingerprints and spillage.  
b. Soft furnishings are free from stains, soil, film and dust.  
c. Furniture legs, wheels and castors are free from mop strings, soil, film, dust and cobwebs.  
d. Inaccessible areas (edges, corners, folds and crevices) are free of dust, grit, lint and spots.  
e. All high surfaces are free from dust and cobwebs.  
f. Curtains, blinds and drapes are free from stains, dust, cobwebs, lint and signs of use or non-use. Cords shall be clean and knot free.  
g. Equipment is free of tapes/plastic, etc., which may comprise cleaning.  
h. Furniture has no unpleasant or distasteful odor.  
i. Shelves, bench tops, cupboards and wardrobes/lockers are clean inside and out and free of dust, litter or stains. |
<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>j.</td>
<td>All garbage bins or containers are clean inside and out, free of stains and mechanically intact.</td>
</tr>
<tr>
<td>k.</td>
<td>All waste is removed in accordance with the requirements of this Schedule.</td>
</tr>
<tr>
<td>l.</td>
<td>Fire extinguishers and fire alarms are free of dust, grit, dirt and cobwebs, and mechanically intact.</td>
</tr>
<tr>
<td>m.</td>
<td>All decorative plants are free of dust and debris.</td>
</tr>
<tr>
<td>3.19 Toilets and Bathroom Fixtures</td>
<td>a. All sinks are cleaned with suitable anti-bacterial cleanser.</td>
</tr>
<tr>
<td></td>
<td>b. All toilet bowls, lids, seats and cisterns are sanitized.</td>
</tr>
<tr>
<td></td>
<td>c. Porcelain, cubicle rails and plastic surfaces are free from smudges, smears, body fluids, soap build up and mineral deposits.</td>
</tr>
<tr>
<td></td>
<td>d. Metal surfaces, shower screens and mirrors are free from streaks, soil, smudges, soap build-up and oxide deposits.</td>
</tr>
<tr>
<td></td>
<td>e. Wall tiles and wall fixtures (including soap dispensers and towel holders) are free of dust, grit, smudges/streaks, mold, soap build-up and mineral deposits.</td>
</tr>
<tr>
<td></td>
<td>f. Shower curtains and bath mats are free from stains, smudges, smears, odors, mold and body fluids.</td>
</tr>
<tr>
<td></td>
<td>g. Plumbing fixtures are free of smudges, dust, soap build-up and mineral deposits.</td>
</tr>
<tr>
<td></td>
<td>h. Bathroom fixtures are free from unpleasant or distasteful odors.</td>
</tr>
<tr>
<td></td>
<td>i. Polished surfaces are of a uniform lustre</td>
</tr>
<tr>
<td></td>
<td>j. Sanitary disposal units are clean and functional.</td>
</tr>
<tr>
<td></td>
<td>k. Consumable items are in sufficient supply.</td>
</tr>
<tr>
<td></td>
<td>l. All waste is removed in accordance with the requirements of this Schedule.</td>
</tr>
<tr>
<td>3.20 Ticketing Equipment</td>
<td>a. All surfaces, fittings and fittings are cleaned and sanitized with suitable disinfectant</td>
</tr>
<tr>
<td></td>
<td>b. Area is free from litter, surfaces, fixtures and fittings are clean, disinfected and free from marks and stains.</td>
</tr>
<tr>
<td>3.21 Overall appearance (all internal areas)</td>
<td>a. The area appears tidy and uncluttered</td>
</tr>
<tr>
<td></td>
<td>b. Floor space is clear, only occupied by furniture and fittings designed to sit on the floor.</td>
</tr>
<tr>
<td></td>
<td>c. Furniture is maintained in a fashion which allows for cleaning.</td>
</tr>
<tr>
<td></td>
<td>d. Fire access and exit doors are left clear and unhindered.</td>
</tr>
</tbody>
</table>
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
</table>
| 3.22 Odor control (all internal areas) | a. The area smells fresh.  
b. There is no unpleasant or distasteful odor.  
c. Room deodorizers are clean and functional. |
| 3.23 Washbays | a. Remove loose rubbish and sweep clean.  
b. Hose down and scrub as required.  
c. There is no unpleasant or distasteful odor. |
| 3.24 Parking garages and underground parking | a. Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum  
b. Areas are free from litter, leaves, soil and other loose rubbish  
c. Stairwells to be kept substantially free of dust, grit, litter, chewing gum, marks and spots, water and other liquids  
d. Handrails to be kept free of dust, grit, graffiti, chewing gum, stains and any other spots and marks  
e. All ventilation outlets are kept unblocked and free of dust, grit, chewing gum, soil, film, cobwebs, scuffs and other marks  
f. All ventilation outlets are kept clear and uncluttered following cleaning  
g. Signage to be kept clean of dust, grit, dirt, graffiti, stains and any other spots or marks  
h. Parking lot bays are to be kept substantially free of litter, dust, grit, water, oil stains  
i. Pedestrian walkways to be kept free of litter, dust, grit, water and other liquids  
j. |

## 4. GROUNDS AND LANDSCAPING SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 General</td>
<td>a. In general, all grounds and landscaping elements, including the elements outlined below, shall at all times be functional per their intended use, operational, secure, in compliance with the Project Standards, and maintained in accordance with manufacturers’ recommendations and applicable codes and standards</td>
</tr>
</tbody>
</table>
### 4.2 Hard Landscaped Areas

Including:
- Hard standings
- Pathways
- Facilities entrances
- External staircases
- External evacuation routes

4.2 a. Sound safe and even surfaces
4.2 b. Substantially free from standing water, ice, snow
4.2 c. Substantially free from fallen leaves, moss algae or interstitial weeds
4.2 d. Free from fallen trees
4.2 e. Substantially free from litter (including cigarette butts and chewing gum)
4.2 f. Curbs and edgings are sound
4.2 g. No loose curbs or paving stones
4.2 h. Provides for good disabled access such as the visually impaired and wheelchair users
4.2 i. Free from undue wear and tear

### 4.3 Soft Landscaped Areas

Including:
- Trees, shrubs and hedges
- Grassed areas
- Flower beds

4.3 a. Free from fallen trees
4.3 b. Substantially free from litter (including cigarette butts and chewing gum)
4.3 c. Substantially free from disease and infestation
4.3 d. Substantially free from fallen leaves, weeds, excrement
4.3 e. All trees, shrubs and hedges shall be:
4.3 f. Trimmed, pruned and cut to maintain healthy growth
4.3 g. Substantially free from dead or dying branches
4.3 h. All grassed areas shall be:
4.3 i. Of uniform appearance with no dead patches and all edges neatly trimmed
4.3 j. A uniform length between 25 and 50 mm, unless specifically authorized by the City
4.3 k. All flower beds shall be:
4.3 l. Fully stocked with an appropriate mix of annual, perennial, and display plants to provide aesthetically pleasing beds throughout the year

### 4.4 External Furniture and Structures

Including:
- Street furniture
- Guard rails
- Guard posts
- Copings
- Statues or ornamental objects
- Bollards
- Retaining walls

4.4 a. Sound, secure, safe and free from damage
4.4 b. Operating at their design performance where applicable
4.4 c. Substantially free from moss algae and/or interstitial weeds
4.4 d. Ashtrays to be less than 25% full and free from spots, marks and any other stains
4.4 e. Luminaries and light sources function as intended and achieve the required levels of illumination
4.4 f. Garbage bins to be less than 75% full and free of stains, marks, odor, dust, litter, chewing gum
4.4 g. Free from undue wear and tear
## 4.5 Boundaries

Including:
- Fences/walls
- Gates

a. Intact safe, sound and secure
b. Locks are operational
c. Free from undue wear and tear
d. Free from graffiti, damage or vandalism

## 4.6 All external wayfinding, signage

a. Secure and sound
b. Does not obscure the sight lines of drivers, cyclists and pedestrians at junctions, and hinder the visibility of drivers, cyclists and pedestrians
c. Be in appropriate locations
d. Highly visible, both day and night
e. Replacement of elements for luminaries and light sources
f. Free from graffiti, damage or vandalism
g. Free from undue wear and tear

## 4.7 Gutters and Drains

a. Swept
b. Substantially free from litter, leaves, weeds and extraneous material
c. Free from undue wear and tear

## 4.8 Site circulation routes and parking areas

Including:
- Paving
- Paths
- Driveways
- Roads
- Parking lot areas
- Hard standings
- Bridges

a. Sound, safe and even surface with no potholes or sinking
b. Substantially free from standing water
c. Substantially free from fallen leaves, moss, algae or interstitial weeds
d. Substantially free from litter and cigarette buds
e. Sound curbs and edgings
f. No loose curbs or paving stones
g. Signage, road markings and parking stripping are clear, complete, clean of dust, grit, dirt, graffiti, stains and any other spots or marks
h. Parking lot bays to be kept free of litter, dust and grit
i. Provide for barrier-free access for wheelchair users

## 4.9 Snow and Ice Removal

a. Remove all snow and ice from sidewalks within the Public Streets ROW, Triangle Common Areas and Phases 1 & 2 Common Areas within [2] hours after a snowfall event has ended.
b. The City may agree to relax the snow accumulation requirements during snow storms, on a case by case basis.
5. **CAMPUS-WIDE AND OTHER O&M SERVICES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5.1 Concessions</strong></td>
<td>a. [85]% of concession queues shall be less than [10] minutes;</td>
</tr>
<tr>
<td></td>
<td>b. [95]% of monthly food quality audits shall be compliant with the food testing standards;</td>
</tr>
<tr>
<td></td>
<td>c. service quality [feedback from a % of the customer satisfaction survey results]</td>
</tr>
<tr>
<td></td>
<td>d. food safety [compliance with food safety audits]</td>
</tr>
<tr>
<td></td>
<td>e. in-stock products [availability of food products during an event]</td>
</tr>
</tbody>
</table>

| 5.2 Customer Services Center | a. Respond to all requests or enquiries to the O&M Customer Service Center: |
|                              | b. Within no longer than 60 seconds, by a live voice, for requests or enquiries made by phone; |
|                              | c. Within no longer than 60 seconds, with an automatic email acknowledging receipt of the request or enquiry, for requests or enquiries made electronically. |

| 5.3 Security Services | a. The Security Control Center shall respond to security-related events in a timely manner. The nature of the Security Control Center’s response is subject to the classification of security-related events in the Policies and Procedures Manual for Security Management Services, as follows: |
|                      | b. Answering all calls in less than 60 seconds; |
|                      | c. Where required, physically attending non-emergency security-related events within 15 minutes of notification to the Security Control Center; and |
|                      | d. Where required, physically attending emergency security-related events within 5 minutes of notification to the Security Control Center. |

| 5.4 Parking Services | a. For visitors to the 1909 Building, provide [100] parking spaces within 750 feet of the building with a free 2 hour validation. |
## Annex 17-B: O&M Reporting Requirements

1. **MONTHLY O&M REPORT**

   The Monthly O&M Report shall contain as a minimum the following information in respect of the relevant calendar month:

<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Executive</td>
<td>a. Summary of the Monthly O&amp;M Report contents and overall assessment of performance, including but not limited to key issues, challenges, new items of interest and related information from the current Monthly O&amp;M Report.</td>
</tr>
<tr>
<td>Summary</td>
<td>1.2 General Management</td>
</tr>
<tr>
<td></td>
<td>a. Summary overview of key achievements and challenges experienced during the calendar month;</td>
</tr>
<tr>
<td></td>
<td>b. All monitoring which has been performed during the calendar month and a summary of findings, including a trend analysis over a 12-month rolling period and diagnosis of ongoing service issues;</td>
</tr>
<tr>
<td></td>
<td>c. Staffing summary, including:</td>
</tr>
<tr>
<td></td>
<td>i. Details regarding any changes to the staffing plans; and</td>
</tr>
<tr>
<td></td>
<td>ii. Staffing issues, including details of recruitment and vacancies.</td>
</tr>
<tr>
<td></td>
<td>d. Health and Safety, including:</td>
</tr>
<tr>
<td></td>
<td>i. Details of health and safety issues arising during the calendar month, and associated resolution and mitigation plans; and</td>
</tr>
<tr>
<td></td>
<td>ii. Health and safety initiatives undertaken by the Developer.</td>
</tr>
<tr>
<td></td>
<td>e. Performance and Statistics associated with the O&amp;M Customer Service Center, including but not limited to:</td>
</tr>
<tr>
<td></td>
<td>i. O&amp;M Customer Service Center call logs and electronic-response logs;</td>
</tr>
<tr>
<td></td>
<td>ii. Details of all amendments made to the O&amp;M Customer Service Center records; and</td>
</tr>
<tr>
<td></td>
<td>iii. Trend analysis of Response Time and Rectification Period over a rolling 12-month period.</td>
</tr>
<tr>
<td>1.3 Planned O&amp;M</td>
<td>a. A summary of all life safety actions and statutory testing, such as fire extinguisher inspections,</td>
</tr>
<tr>
<td>Services and</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
</tr>
</tbody>
</table>
## Monthly O&M Report

<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Work undertaken</strong></td>
<td>generator testing and sprinkler testing conducted during the calendar month;</td>
</tr>
<tr>
<td></td>
<td>b. A summary of all Planned Maintenance and Renewal Work, statutory testing and planned shutdowns implemented during the calendar month;</td>
</tr>
<tr>
<td></td>
<td>c. A summary of the Planned Maintenance and Renewal Work that was not completed for the previous month, including the reasons for the non-completion and a summary of deferred days for each deferred item; and</td>
</tr>
<tr>
<td></td>
<td>d. A summary of other O&amp;M Services implemented during the calendar month.</td>
</tr>
<tr>
<td><strong>1.4 Asset Performance and Reactive O&amp;M Services</strong></td>
<td>a. Asset performance, including:</td>
</tr>
<tr>
<td></td>
<td>i. BMS trend analysis data over a 12-month rolling period;</td>
</tr>
<tr>
<td></td>
<td>ii. Details of breakdowns, repairs and planned actions for reinstatement where applicable; and</td>
</tr>
<tr>
<td></td>
<td>iii. Details of defects identified on the site.</td>
</tr>
<tr>
<td></td>
<td>b. Summary of the O&amp;M Services performed during the calendar month beyond the Planned Maintenance activities for that month; and</td>
</tr>
<tr>
<td></td>
<td>c. Any environmental impacts or non-compliances, pursuant to Section 6.3.</td>
</tr>
<tr>
<td><strong>1.5 Non-Compliances and Financial Summary</strong></td>
<td>a. A summary of the Availability Failures, Performance Failures and Noncompliance Failures during the calendar month, along with an explanation of the issues, discovery time and date, actual Rectification Periods versus required Rectification Periods;</td>
</tr>
<tr>
<td></td>
<td>b. The level of Monthly Deductions for the calendar month (and for each of the previous 6 calendar months) as a percentage of the Availability Payment; and</td>
</tr>
<tr>
<td></td>
<td>c. A summary and calculations of all adjustments to the relevant Availability Payment.</td>
</tr>
<tr>
<td><strong>1.6 Forward Look: Planned O&amp;M Services and Renewal Work</strong></td>
<td>a. Details of all assets requiring Renewal Work within the next 3 months, including as a minimum:</td>
</tr>
<tr>
<td></td>
<td>i. Location of the Renewal Work to be undertaken;</td>
</tr>
</tbody>
</table>
## Monthly O&M Report

<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii.</td>
<td>Identification of activities which are anticipated to cause disruption to the Site and / or the Facilities Users;</td>
</tr>
<tr>
<td>iii.</td>
<td>Time period when the work is anticipated to be undertaken;</td>
</tr>
<tr>
<td>iv.</td>
<td>Risk assessment, including health and safety, and mitigation plans;</td>
</tr>
<tr>
<td>v.</td>
<td>Resources / subcontractors to be used; and</td>
</tr>
<tr>
<td>vi.</td>
<td>Contingency planning.</td>
</tr>
</tbody>
</table>

### 1.7 Events

a. A summary of Events that took place during the calendar month, including details on challenges related to O&M Services during these Events, actions undertaken and future mitigation measures to prevent their re-occurrence; and

b. An updated Annual Event Plan for Events scheduled in the following 12 calendar months, including, but not limited to:

i. A unique Event number for each Event;

ii. A description of the nature of that Event;

iii. An Event registry, identifying the organizations involved and relevant contact details;

iv. The Facilities and areas on the Site that will be required for that Event, including, where relevant, the number and location of parking lots required, other associated and support facilities, and the required entry and access routes for both people and vehicles, where appropriate, by reference to an attached site plan; and

v. The duration of the Event itself, as well as the estimated number of days for Bump-in Activities and Bump-out Activities, which are to be estimated with the Event Operator.

### 1.8 Facilities Users Satisfaction

a. Results and follow-up actions of Satisfaction Surveys, including the following:

b. Satisfaction surveys’ results;

c. Analysis of the satisfaction surveys’ results;

d. An action plan addressing any areas where the scores are:
### Monthly O&M Report

<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.</td>
<td>Below 80% satisfaction; or</td>
</tr>
<tr>
<td>f.</td>
<td>Of specific concern to the City.</td>
</tr>
<tr>
<td>g.</td>
<td>Summary of the implementation of the action plan.</td>
</tr>
</tbody>
</table>

1.9 **Other City-Required Reporting**

| a.      | All statistical data not otherwise specified above, and required for any City reports reasonable required by the City, including but not limited to: |
| b.      | Statistics associated with the Parking Management Services; and |
| c.      | Any ad-hoc report required by any governmental authority in respect of the failure of assets maintained by the Developer |

### MONTHLY SITE INSPECTION REPORT

The Monthly Site Inspection Report shall contain as a minimum the following information in respect of the relevant calendar month:

<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 <strong>Executive Summary</strong></td>
<td>a. Summary of the Monthly Site Inspection Report findings, O&amp;M Defects and other issues, and actions taken / to be undertaken to address these issues.</td>
</tr>
</tbody>
</table>

2.2 **Site Inspection context**

| a. | Details of when and how the Site Inspection was undertaken, including the areas of the Site inspected, maintenance records reviewed. |
| b. | Key findings of the Site Inspection |
| c. | Findings of the Site Inspections, including a summary of issues and O&M Defects identified and their status. |

2.3 **Remediation Plans**

| a. | Follow-up actions identified, including reactive maintenance or housekeeping activities, including schedule for implementation; |

2.4 **General Update**

| a. | Update on follow-up actions identified during previous Monthly Site Inspection Reports; |
| b. | Summary and tracker of potential risk factors identified; and |
| c. | Revisions required to the O&M Management Plan or Renewal Work Plan. |
3. **ANNUAL O&M AND RENEWAL WORK REPORT**

The Annual O&M and Renewal Work Report shall contain as a minimum the following information in respect of the relevant calendar year:

<table>
<thead>
<tr>
<th>Monthly Site Inspection Report</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section</strong></td>
</tr>
<tr>
<td>3.1 <strong>Executive Summary</strong></td>
</tr>
</tbody>
</table>
| 3.2 **O&M Services Performance** | a. Summary of performance for each of the O&M Services, including monthly and year-over-year trend analysis;  
b. Cumulative trend analysis and diagnosis of ongoing O&M issues, including solutions to improve the performance of O&M Services during the next calendar year;  
c. Trending reports from the BMS and the CAFM, in a format and content to be agreed with the City; |
| 3.3 **Facilities Condition Assessment** | a. FCI for each of the Facilities;  
b. Details on asset performance, such as asset acquisition and disposal, Renewal Work activities undertaken, details and status of O&M Defects; and  
c. Summary of compliance / non-compliances against the Preventative Maintenance Plan for the applicable annual period. Where the Developer did not comply with the Preventative Maintenance Plan, provide details on the justifications. |
| 3.4 **Non-Compliances and Financial Summary** | a. A month-by-month summary of with the Availability Failures and Performance Failures and Noncompliance Failures during the year, along with an explanation of reoccurring issues and mitigation measures implemented to improve the performance;  
b. The level of Monthly Deductions for the year on a month-by-month basis as a percentage of the Availability Payment, and a comparison with the previous year; and  
c. A summary and calculations of all adjustments to the relevant Availability Payment. |
<p>| 3.5 <strong>Developer Events and</strong> | a. A summary of all Events that took place during the year, including details on challenges related to O&amp;M |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Developer Events</td>
<td>Services during these Events, actions undertaken and future mitigation measures to prevent their re-occurrence.</td>
</tr>
<tr>
<td>3.6 Facilities Users</td>
<td>a. Summary of satisfaction surveys results and applicable action plans over the year.</td>
</tr>
<tr>
<td>Satisfaction</td>
<td></td>
</tr>
<tr>
<td>3.7 Annual Utilities</td>
<td>a. Information and data associated with utilities maintenance services, pursuant to Section 5.3</td>
</tr>
<tr>
<td>Summary</td>
<td></td>
</tr>
</tbody>
</table>
1 REQUIREMENTS

a. All aspects of the O&M Work shall be performed in accordance with the requirements of applicable Law, the Agreement, the Project Standards, applicable industry codes and standards, and other guidance and best practice documents typically applied to redevelopment projects, including primary regulations, codes and standards as set forth in this Schedule 17A. In addition to the O&M Standards identified in this Schedule 17A, Developer is responsible for identifying any and all applicable regulations, codes and standards.

b. If there is any conflict between any of the requirements described in Section 1a above, the most restrictive requirement shall apply. If any requirement is unclear, Developer shall seek clarification from the City.

2 O&M STANDARDS

a. American Society of Heating Refrigeration and Air-Conditioning Engineers Standards (“ASHRAE”)

b. City Policies

c. City Technology Standards – Security System and Video Standards

d. City Executive Order No. 123

e. National Electric Safety Code (“NESC”)


g. O&M Proposal Extracts

h. O&M Services Plans and Manuals in Section 2.5
1. **GOVERNING PRINCIPLES**

1.1 **Mission and Vision**

The National Western Center brings together some of the biggest names in agriculture, food, education, and entertainment. Many of the National Western Center’s partners will be focused on addressing the global challenge of feeding a population of nine billion people by 2050. The best and brightest minds in agriculture, food, and education will convene at the National Western Center to lead, inspire, create, educate, and entertain in pursuit of global food solutions. As of December 2019, they include Colorado State University, the National Western Stock Show, History Colorado and the Denver Museum of Nature and Science. More partners are signing on every day, broadening and deepening the possibilities for mission-oriented programs and experiences.

a. In 2019, based on a public call for programming ideas, the National Western Center developed four initiatives that reflect our mission to convene the world in pursuit of global food solutions. These four initiatives, together with the principles set out above, comprise the National Western Center “Mission and Vision”. Each has limitless possibilities for filling the campus and online platforms with year-round activity.

i. **Colorado Food Chain**: To strengthen the agricultural value chain in Colorado and beyond by connecting its diverse stakeholders.

Example programs: Cooking and gardening classes, farmers markets, and the public market in the 1909 Building.

ii. **Growing Young Minds**: To raise up the next generation of leaders and stewards in the food and agricultural economy.

Example programs: agricultural science apprenticeships and out-of-school programming.

iii. **Food and Ag Innovation Ecosystem**: To create a vibrant and collaborative network of diverse food and agricultural industry leaders.

Example programs: Digital content and knowledge-sharing, industry meet-ups and convenings and a research and policy hub for regenerative agriculture.

iv. **Experience to Impact**: To use experiences at the National Western Center as gateways for people to learn about global food solutions.

Example programs: Riverfront experiences, community-driven arts programming and a signature event that brings together research, art exhibitions, speaker series, film screenings, investor gatherings, etc. all focused on global food solutions.

b. Over the life of the facilities the Authority may adjust or refine the Mission and Vision; at the Authority’s or the City’s request, the Developer will participate and contribute to any collaboration to consider and yield any changes to the Mission and Vision.

1.2 **Food Ethos**

As part of the Mission and Vision and focus in agriculture and food production, the provision of any food and beverage concessions at any Event (excluding Exempt Events) shall comply with the “Campus Food Ethos” as set out in accordance with draft materials provided in the Reference Documents. The Campus Food Ethos will be further developed and updated with collaboration and
agreement among the City, the Developer, and the Authority, including following review from time-to-time as requested by either the Developer or the City. The Campus Food Ethos as adopted prior to the Effective Date may be updated from time to time in accordance with Section 5.7.2 of the Project Agreement, and otherwise at the initiation of the Developer subject to the City's Approval and the Authority's agreement.

1.3  

Event Strategy

The goal of the remaining provisions of this Part A of Schedule 18 is to promote the booking of high-impact Non-Developer Events that promote the Mission and Vision of the National Western Center, while maintaining flexibility for the Developer to generate revenues from Developer Events.

2.  

EVENTS COORDINATION COMMITTEE

2.1  

Membership

The Developer and the City shall, no later than 60 Calendar Days after the Effective Date, establish an Events Coordination Committee comprised of the following representatives:

a. two representatives of the Developer;
b. two representatives of the Authority;
c. two representatives of the City;
d. one representative of the WSSA; and
e. one representative of CSU.

The representatives of WSSA and CSU shall be non-voting with respect to decisions about Booking Requests on the Site.

The City shall arrange for participation by the Authority, the WSSA, and CSU in the Events Coordination Committee through their appointment of representative(s) to the committee. If at any time any of the Authority, WSSA, or CSU decline to participate in the Events Coordination Committee through the appointment of representative(s), then their representative position(s) on the committee will be deemed removed subject to reinstatement upon notice recommitting to their participation and appointing representative(s).

2.2  

Role and Procedures

a. The Events Coordination Committee shall be responsible for:

i. making a determination on Booking Requests pursuant to Section 4.1;

ii. evaluation of Mission and Vision content of any Developer Event pursuant to Section 5.2;

iii. development of a strategic approach to and coordination with respect to execution of any Mission and Vision Overlay required pursuant to Section 5.1;

iv. coordination and approval of the use of Authority marketing and/or branding in conjunction with any Event pursuant to Section 6; and

v. reviewing CSU, WSSA and Authority events scheduled in non-Developer operated buildings.

b. The Developer shall have the right to make Booking Requests for Developer Events and the City shall have the right to make Booking Requests for Non-Developer Events in each case in the Programmable Areas.
c. Except as otherwise specified in this Part A (including Section 4.2.d.) Events Coordination Committee shall operate by consensus and, absent consensus, by majority vote among those representatives then appointed or entitled to be appointed by active member organizations including in all cases the consent of each of the City and the Developer.

d. In connection with the initial establishment of the Events Coordination Committee the City shall propose, subject to the Developer’s agreement (not to be unreasonably withheld) and the concurrence of the other committee members, rules to govern the Events Coordination Committee’s activities. Such rules shall be consistent with this Part A, Section 2 of Schedule 18 and otherwise with the Project Agreement. With a consensus vote that includes the approval of each of the City and the Developer, the Events Coordination Committee can decide to revise its rules and procedures to best fulfill the role outlined in this Section 2.2 of this Part A provided that such remain otherwise consistent with the Project Agreement.

Notwithstanding the foregoing, the Parties agree that the Events Coordination Committee shall not in any case have the authority to permit scheduling of more than [1] Non-Developer Event Days in the New Arena and [2] Non-Developer Event Days in the Expo Hall each Calendar Year without the approval of the Developer (not to be unreasonably withheld). For certainty, this restriction is inclusive of dates for Key Reservations scheduled pursuant to Section 6.3 of this Part A.

2.3 Meetings

The Events Coordination Committee shall convene on no less than a weekly basis and shall include as invitees all members of the Events Coordination Committee, the Developer Booking Contact, the Authority Booking Contact, and any additional City, Authority or Developer staff as requested by the Events Coordination Committee. Such meeting may be in person at a location on the NWC Campus (or, by agreement of each of the City, Authority, and the Developer, at another location in the City and County of Denver) and/or by telephone or video conference. Any meeting may be cancelled by agreement of each of the City, Authority, and the Developer in the event there are no Booking Requests or other topics to consider.

2.4 Agendas and Minutes

a. The Developer shall be responsible for creating the agenda for all meetings of the Events Coordination Committee. Any member of the Events Coordination Committee may add items to the agenda. The Developer shall circulate a draft agenda including any Booking Requests to be considered and any other items added by members of the Events Coordination Committee, no later than two days prior to the date of the meeting.

b. The Developer shall provide, as an attachment to the draft agenda for any meeting of the Event Coordination Committee, a summary of amounts recently collected and amounts payable under any Non-Developer Booking Agreement.

c. The Developer shall be responsible for providing minutes of each meeting of the Events Coordination Committee, including any determinations with respect to Booking Requests, and undertaking any required updates to the Master Calendar resulting from decisions of any meeting as soon as practical and in any event within three days of such meeting.

2.5 Booking Contact and Booking Inquiries

a. The Developer shall designate a Developer Booking Contact to be responsible for recording and managing Event Booking Services pursuant to Section 5.2.2 of Schedule 17 Draft materials provided as Reference Document.

[3] Further requirements for the quote process be provided in a subsequent Addendum.
for all Booking Inquiries, and any referrals of prospective Event Holders, received by the Developer. Such contact may be updated from time to time [by approval of / absent objection on the basis of insufficient qualifications or other legal or professional deficiency by] the Events Coordination Committee.

b. The City, with the Authority, shall designate an Authority Booking Contact to receive any requests for Non-Developer Event treatment by prospective Event Holders pursuant to Section 4. Such contact may be updated from time to time [by approval of / absent objection on the basis of insufficient qualifications or other legal or professional deficiency by] the Events Coordination Committee.

3. MASTER CALENDAR
   a. The Developer shall be responsible for creating and maintaining the Master Calendar, which shall include:
      i. a calendar for the Term noting all Approved Events, Booking Requests, and any Key Reservations, which may or may not yet be associated with an Approved Event;
      ii. as an attachment to the Master Calendar, a pre-Event booking summary of the following information for each Approved Event and Booking Requests, if applicable, and otherwise in form and substance acceptable to the City:
         A. Event Holder and contact information;
         B. status of Booking Agreement or other contractual arrangement (open or signed);
         C. date(s) and time(s) of Event;
         D. date(s) and time(s) of any load-in and/or load-out activities associated with the Event;
         E. indication if the Event is a Developer Event, Major Event, or Non-Developer Event;
         F. indication if the Event is a Public Event or a Private Event;
         G. facilities and spaces being used by the Event;
         H. anticipated attendance at the Event;
         I. consistency with Mission and Vision as determined by the Events Coordination Committee;
         J. location for any required Mission and Vision Overlay;
         K. content of any required Mission and Vision Overlay;
         L. brief note on level of service for Optional O&M Services and the Developer’s pricing for those services (based on the agreed schedule of rates);
         M. brief note on anticipated parking need; and
         N. any other comments related to Event-specific operations which may differ from standard practice or be of interest to the Events Coordination Committee;
      iii. CSU, WSSA and Authority events scheduled in non-Developer buildings and spaces;
iv. a quantitative summary of historical and projected Events, including breakouts by types of Event as required by the Events Coordination Committee; and

v. any other Event-related information reasonably requested by the Events Coordination Committee or the City.

b. The Master Calendar and all attachments shall be provided by the Developer in an electronic format acceptable to the City and accessible, on a real time basis, to the City and the members of the Events Coordination Committee and shall be updated within one Working Day of any meeting, inquiry or other activity as applicable to reflect any new Approved Events, Booking Requests, Key Reservations or other applicable changes.

c. The Developer will be responsible for ensuring there are no conflicts between Events.

d. For reference and coordination purposes, the Developer will include activities taking place on the Private Development Area in the Master Calendar. For certainty, activities taking place on the Private Developer Area are not subject to the Events Coordination Committee’s jurisdiction.

4. BOOKING PROCESS

4.1 Booking Requests

a. Events shall be booked exclusively pursuant to this Section 4.

b. The Developer shall, through the Developer Booking Contract, provide an Event Booking Service for all Booking Inquiries from prospective Event Holders in accordance with Section 5.2.2 of Schedule 17.

c. The Developer shall offer prospective Event Holders a quote\(^3\) that includes a Facility Rental rate in response to all Booking Inquiries. With the quote, the Developer shall also provide information on eligibility requirements and the process for treatment as a Non-Developer Event, which shall be in form and substance the information be provided to the Developer by the City for such purpose.

d. The Developer may not continue communication with any prospective Event Holder upon its submission of a request for treatment as a Non-Developer Event, other than for purposes of referring such prospective Event Holder to the Authority Booking Contract. If a prospective Event Holder’s request for treatment as a Non-Developer Event is rejected by [the City or if the City / Authority Booking Contact or the Authority Booking Contract] notifies the Developer that it has not been able to agree to a signed Booking Agreement with the prospective Event Holder, the Developer may resume communications.

e. For any proposed Developer Event, the Developer shall prepare (in collaboration with the Event Holder, as required) a Developer Event Booking Request Form including the following information:

   i. Event Holder and contact information;
   
   ii. date(s) and time(s) of Event;
   
   iii. date(s) and time(s) of any load-in and/or load-out activities associated with the Event;
   
   iv. indication if the Event is a Public Event or a Private Event;
   
   v. specific facilities and spaces requested for the Event, if any;

---

\(^3\) Further requirements for the quote process be provided in a subsequent Addendum.
vi. anticipated attendance at the Event;

vii. proposed location for any required Mission and Vision Overlay, if anticipated applicable;

viii. brief note on level of Optional O&M Services and the Developer’s pricing for those services (based on the agreed schedule of rates);

ix. brief note on anticipated parking need; and

x. any other comments related to Event-specific operations which may differ from standard practice or be of interest to the Events Coordination Committee.

f. For any Non-Developer Event, the City or Authority shall complete Non-Developer Event Booking Request Form and submit directly to the Developer for discussion at the next Events Coordination Committee Meeting. Non-Developer Event Booking Request Forms shall include the following information:

i. Event Holder and contact information;

ii. date(s) and time(s) of Event;

iii. date(s) and time(s) of any load-in and/or load-out activities associated with the Event;

iv. indication if the Event is a Public Event or a Private Event;

v. event description & anticipated uses of facilities;

vi. specific facilities and spaces requested for the Event, if any;

vii. requested reduced Facility Rental;

viii. anticipated attendance at the Event;

ix. brief note on level of Optional O&M Services and the Developer’s pricing for those services (based on the agreed schedule of rates);

x. anticipated parking need and Parking Services to be provided.

xi. any other comments related to Event-specific operations which may differ from standard practice or be of interest to the Events Coordination Committee; and

g. The Developer shall organize the Booking Request Forms and maintain a list of Booking Requests and the status of responses from the Events Coordination Committee.

h. Any open Booking Requests completed at least one day prior to a meeting of the Events Coordination Committee shall be provided to the Events Coordination Committee as an attachment or supplement to the meeting agenda in Section 2.4.

4.2 Booking Determination

a. Each complete Booking Request shall be considered by the Events Coordination Committee. In its discretion, the Events Coordination Committee may also consider incomplete Booking Requests.

b. The Events Coordination Committee shall endeavor to consider in a meeting, at a minimum, all open Booking Requests received at least one day prior to such meeting of the Events Coordination Committee.

c. For all Booking Requests, the Events Coordination Committee shall:
i. undertake an assessment of how the Event aligns with Mission and Vision pursuant to Section 5.2 of this Part A;

ii. evaluate the Booking Request in the context of Section 6 and its authority pursuant to Section 2 of this Part A; and

iii. approve a response to the Booking Request of:

   A. Yes (unconditionally);

   B. Yes (conditionally), with conditions or modifications to the Booking Request, including venues/spaces allocated, dates, and information related to any required Mission and Vision Overlay, if applicable; or

   C. No (with or without prejudice to amendment and resubmission), including a summary of the basis for such response.

d. Notwithstanding Section 2.2.c. of this Part A, if the Events Coordination Committee cannot reach consensus with respect to approval or rejection of a Booking Request, the City shall make a determination acting reasonably.

4.3 Booking Agreement

a. For all Approved Events which are Developer Events, the Developer shall be responsible for entering into a Developer Event Booking Agreement in substantially the form provided in Schedule [] (as such form may be updated from time to time with the Approval of the City and the concurrence of the Events Coordination Committee) with the Event Holder.

b. Such Developer Event Booking Agreement shall include any requirements related to Mission and Vision Overlay or any other conditions or modifications determined by the Events Coordination Committee.

c. If such Developer Event Booking Agreement has not been executed within 30 Working Days of the approval by the Events Coordination Committee, the Event shall be deemed to no longer be an Approved Event and removed from the Master Calendar absent waiver by the committee of such result.

d. For all Approved Events which are Non-Developer Events (including Major Events), and which are not Exempt Events, the Developer shall be required to enter into a Non-Developer Event Booking Agreement in substantially the form provided in Section 6 with the Event Holder (as such form may be updated from time to time with the Approval of the City and the concurrence of the Events Coordination Committee). For all such Events:

   i. the City, in collaboration with the Authority, shall be responsible for negotiating terms of the Non-Developer Booking Agreement with the Event Holder and obtaining their signature;

   ii. the City, in cooperation with the Authority, shall, in its sole discretion, set the Facility Rental charged to the Event Holder;

   iii. the Developer shall be required to execute the Non-Developer Event Booking Agreement within [] days of receipt of a conformed version from the City.

4 Forms of Booking Agreements to be provided in subsequent addendum.
5 To be provided in a subsequent Addendum.
4.4 **Exempt Events**

The Events Coordination Committee may establish a separate process for booking Exempt Events which are not subject to this Section 4.4.7

4.5 **Prohibited Events**

Certain categories of Events shall be prohibited.8

5. **MISSION AND VISION OVERLAY**

5.1 **Overlay Requirements**

a. For Developer Events which are not representative of the Mission and Vision as determined by the Events Coordination Committee pursuant to Section 5.2, the Developer shall be required to provide (or require its Event Holders to provide) at least [ ] square feet at no charge in a prominent location outside or inside of the Event for use by the Authority to incorporate a Mission and Vision Overlay.

b. The Developer shall be required to collaborate with the Authority with respect to the development and execution of any Mission and Vision Overlay and develop a strategic approach to the incorporation of the Mission and Vision Overlay into the overall Event experience, including location, promotion and execution of such Mission and Vision Overlay. The Developer will share with Event Holders of who are party to any Developer Event Booking Agreement information and contacts developed and mutually agreed with the Authority, acting in consultation with the Events Coordination Committee, for this purpose.

c. Execution of Mission and Vision Overlay activities shall be undertaken by the Authority and at the Authority’s expense. The Authority will have the option but not the obligation to exercise its rights to the Mission and Vision Overlay space. The City, in coordination with the Authority, shall notify the Developer 15 Working Days before any event if it chooses not to exercise its use of the Mission and Vision Overlay space.

d. The requirement for space to conduct Mission and Vision Overlay shall be determined at the time of the consideration of the Booking Request and be included in any response to the Event Holder and shall be incorporated by the Developer into Section 4.39 of the form of Booking Agreement required under Section 4.3.

5.2 **Mission and Vision Screening**

a. The Events Coordination Committee shall assess each Developer Event against the following questions:

i. Does the Event advance the Mission and Vision of the National Western Center?

ii. Does the Event contribute to local, regional, national or global food solutions?

iii. Does the Event strengthen the National Western Center brand and build an audience?

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6 It is expected that the Authority will have access to dedicated space in the 1909 Building which will host Exempt Events.
7 To be reserved to cover smaller Non-Developer Events which may not involve any revenue generation and may not necessitate a Booking Agreement.
8 To be provided in a subsequent Addendum.
9 Forms of Booking Agreements to be provided in subsequent addendum.
b. Negative answers to these questions shall not in and of themselves form a basis for rejection of a Booking Request for a Developer Event, although they may result in conditions on approval. Where the answer to any one of these questions is no, in the judgement of the Events Coordination Committee, the Events Coordination Committee may require a Mission and Vision Overlay as described in Section 5.1.

5.3 Overlay Coordination

The Events Coordination Committee shall, for any scheduled Mission and Vision Overlay activities, undertake coordination activities as required.

6. EVENT PRIORITIZATION

6.1 Major Event Priority

a. The Events Coordination Committee shall not permit the booking of (i) any Event during the period on and from December 11 through and including the month of January each Calendar Year, (ii) any Event at the Livestock Center and the Equestrian Center during the period from and including February 1 to and including February 14; (iii) any Event during the month of February at the Yards; (iv) any Event in the month of February at the New Arena; and (v) any Event during the first four days of February at the Expo Hall until the earlier of:

i. 730 Calendar Days prior to first day of such January; or

ii. receipt and approval by the Events Coordination Committee of a Non-Developer Event Booking Request submitted for the Stock Show to occur in such January.

b. The Events Coordination Committee shall not permit the booking of any Event during any weekend (Friday to Sunday) in the month of March or April until the earlier of:

i. 730 Calendar Days prior to first day of such March; or

ii. receipt and approval by the Events Coordination Committee of a Non-Developer Event Booking Request submitted for Rodeo All-Star Weekend to occur in such March or April.

c. The Events Coordination Committee shall not permit the booking of any Event during the month of June or July until the earlier of:

i. 730 Calendar Days prior to first day of such June; or

ii. receipt and approval by the Events Coordination Committee of a Non-Developer Event Booking Request submitted for the Denver Country Fair to occur in such June or July.

d. Booking Requests for Major Events shall be submitted by the City, in collaboration with the Authority, to the Developer Booking Contact.

e. The Events Coordination Committee shall act in accordance with Section 4.2 of this Part A on any Non-Developer Event Booking Request for a Major Event consistent with the following, as applicable:

i. For the National Western Stock Show, at least 16 days and no more than 22 days in January of a given year plus:

A. a load-in period for all facilities which shall not exceed 21 days; and

B. a load-out period which shall not exceed fourteen 14 days for the Livestock Center and the Equestrian Center, 30 days for the Stockyards, seven days for the New Arena, and four days for the Expo Hall.
ii. For the Rodeo All-Star Weekend, one weekend (Friday to Sunday) in March or April of a given year.

iii. For the Denver County Fair, one weekend (Friday to Sunday) in June or July of each year which may be extended an additional four days for a total of seven days.

6.2 General Event Priority

a. Subject to the prioritization of Major Events in accordance with Section 6.1 of this Part A and to Section 6.3 of this Part A, at all times prior to the date 365 Calendar Days prior to the proposed date of an Event, Developer Event Booking Requests shall have priority over Non-Developer Event Booking Period for all Facilities. Subject to Section 6.3, the Events Coordination Committee shall have the right to reject any requests for Non-Developer Events on such basis with the exception of Major Events.

b. Subject to Section 6.3, when a Booking Request is received or remains pending for a response less than 365 Calendar Days prior to the proposed and available Event date, the Events Coordination Committee shall allocate the date on a preferential basis to Events complying with one or more of the following criteria (which shall be weighted at the discretion of the Events Coordination Committee):

i. events related to the Mission and Vision;

ii. events requested by CSU, the City, the Denver Museum of Nature and Science or History Colorado;

iii. anticipated City-Retained Revenues;

iv. livestock and equestrian events;

v. the potential for repeat bookings;

vi. the potential for generating additional bookings; and

vii. the previous history and experience of the potential user with similar facilities.

6.3 Key Reservations and Other Considerations

No later than 18 months prior to the commencement of a Calendar Year the City may in its discretion provide the Events Coordination Committee with a list of a maximum of [] Key Reservations which will provide for Non-Developer Event priority at the specified Facilities on the specified dates provided that such dates remain available at such time. For the avoidance of doubt, these dates are in addition to dates for Major Events held pursuant to Section 6.1.

7. EVENT REPORTING

a. Within [ ] Working Days of the last day of an Event and no later than the 15th calendar day of the following month, the Developer shall provide in electronic format to the City and to the members of the Events Coordination Committee, an update of the pre-Event booking summary referenced in Section 3.a. of this Part A to create a “Post-Event Report” in form and substance acceptable to the City, including:

i. Event Holder;

ii. date(s) and time(s) of Event, including an indication of the number of days of the Event;

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10 One Key Reservation corresponds to a single Event day in one Facility and excludes load in and load out days.
iii. date(s) and time(s) of any load-in and/or load-out activities associated with the Event;
iv. indication if the Event is a Developer Event or a Non-Developer Event;
v. indication if the Event is a Public Event or a Private Event;
vi. facilities and spaces used by the Event;
vii. actual attendance at the Event;
viii. consistency with Mission and Vision as determined by the Events Coordination Committee;
ix. location for any required Mission and Vision Overlay, if applicable;
x. content of any required Mission and Vision Overlay, if applicable;
xi. level of Optional O&M Services provided;
xii. parking spaces used by the Event;
xiii. FDA Tax Revenues Remittance Form for the Event;
xiv. any other comments related to Event-specific operations or lessons learned.

b. For Non-Developer Events, the Post-Event Report shall also include:
   i. Project Revenues of each subcomponent collected pursuant to Part B;
   ii. Collection status of any Facility Rentals charged and any steps being taken to pursue such Facility Rentals if unpaid; and
   iii. Summary of proposed City-Retained Revenues to be remitted to the City, Authority, and Event Holder.

c. Within 60 Working Days of the end of each Calendar Year, the Developer shall provide to the City and the Events Coordination Committee members a report compiling all Post-Event Reports (which shall be updated to reflect final information on revenue generated) for such Calendar Year with a summary page on key event trends and patterns.
SCHEDULE 18: PROGRAMMING AND PROJECT REVENUES

PART B: PROJECT REVENUES

1. PROJECT REVENUES

1.1 Project Revenues

a. “Project Revenues” shall be comprised of the following fees, charges, and other revenue sources, and no others, generated on the Site or from activities undertaken on the Site pursuant to this Agreement:
   i. Facility Rentals;
   ii. Ticket Sales Revenues;
   iii. Ticket Service Fee Revenues;\(^ {12}\)
   iv. FDA Tax Revenues;
   v. Concession Revenues;
   vi. Community Investment Fund Round-Up Revenues;
   vii. Parking Revenues;
   viii. Merchandise Revenues; and
   ix. Sponsorship and Advertising Revenues,\(^ {13}\)

where, for certainty, Project Revenues exclude (x) Excluded Revenues, which the Developer is not permitted to charge, collect, or retain without prior approval by the City in its discretion, and (y) Private Development Revenues.

b. All Project Revenues are either:
   i. “Developer-Retained Revenues”, which are comprised of all Project Revenues which are not City-Retained Revenues; or
   ii. “City-Retained Revenues”, which are comprised of:
      A. “Non-Developer Event Revenues”, comprised of the following revenues from Non-Developer Events:
         (I) revenues from Facility Rentals in accordance with payment terms as set out in the Non-Developer Event Booking Agreement;
         (II) Ticket Sales Revenues, Ticket Service Fee Revenues (City Share), and FDA Tax Revenues (if the Developer is providing Event Ticketing Services through the Non-Developer Event Booking Agreement);

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\(^ {11}\) The City is considering whether any facilities that are being handed over to the Developer for operations will be revenue generating at the time. If so, a customary provision will be added elsewhere in the Agreement to allocate pre- and post- handover revenues for any existing, revenue generating facilities.

\(^ {12}\) The City is considering requiring the Developer charge a Ticket Service Fee on the City’s behalf. This will not limit the Developer’s ability to impose Ticket Service Fees. Further details to be released in a subsequent addendum.

\(^ {13}\) The City is considering approaches to sponsorship and advertising scope and revenue remittance. Further details to be released in a subsequent addendum.
(III) Net Concession Revenues and Community Investment Fund Round-Up Revenues (if the Developer is providing Event Permanent Concessions Services through the Non-Developer Event Booking Agreement) collected within the Programmable Area booked for any Non-Developer Event from three hours before until three hours after the Event times indicated in the Booking Agreement (excluding load-in and load-out);

(IV) Parking Revenues [and Merchandise Revenues] in accordance with the terms set out in the Non-Developer Event Booking Agreement;

(V) any other Parking Revenues collected for attendees of Non-Developer Events pursuant to Non-Developer Event Booking Agreements and Event Parking Services provided pursuant to Table 17-2 of Schedule 17; and

(VI) any other form of Project Revenue collected within the Programmable Area booked for any Non-Developer Event from three hours before until three hours after the Event times indicated in the Booking Agreement (excluding load-in and load-out);

B. Sponsorship and Advertising Revenues;

C. Ticket Service Fee Revenues (City Share) to the extent not otherwise constituting Non-Developer Event Revenues;

D. FDA Tax Revenues to the extent not otherwise constituting Non-Developer Event Revenues;

E. Community Investment Fund Round-Up Revenues to the extent not otherwise constituting Non-Developer Event Revenues;

F. any form of Project Revenue generated on a portion of the Site or from activities undertaken on such portion of the Site prior to the Project License Start Date and Occupancy Readiness for such portion; and

G. any Revenue Share.

1.2 Ticket Service Fee Revenues

[Further details to be released in a subsequent addendum]

1.3 Facilities Development Admissions (FDA) Tax Developer Events and Non-Developer

a. Consistent with the latest publicly available Facilities Development Admission (FDA) Tax Guide, on behalf of the City the Developer shall collect FDA Tax on all Events.

b. FDA Tax Revenues shall be remitted to the City within the time frame required in latest publicly available Facilities Development Admission (FDA) Tax Guide. Revenues shall be remitted using the latest publicly available FDA Tax Revenues Remittance Form.

1.4 Community Investment Fund Round-Up

a. The Developer shall offer to customers on all Concessions Transactions and Merchandise Transactions at all Events in Programmable Areas the option to round up their purchase to the nearest whole dollar amount. The total of these round-ups for each event shall be the Community Investment Fund Round-Up Revenues for that event.
b. For all Events, on behalf of the City the Developer shall collect Community Investment Fund Round-Up Revenues.

2. DEVELOPER-RETAINED REVENUES

2.1 Developer-Retained Revenues

a. Subject to the revenue sharing provisions in Section 4 of this Part B, pursuant to Section 8.1.1.b of the Project Agreement the Developer shall, at all times during the Term, have the right to establish, collect, retain and seek enforcement of payment of all Developer-Retained Revenues.

b. The Developer’s rights with respect to any Developer-Retained Revenues includes the right to assign all or a portion of these Developer-Retained Revenues for a Developer Event to an Event Holder.

2.2 Exclusions and Limitations

In accordance with Section 8.2 of the Project Agreement, and without prejudice to its rights to Private Development Revenues, the Developer shall have no right to any fees, charges, or revenues not specified as permitted forms of Developer-Retained Revenues pursuant to Section 2.1 above, including having no such right to any City-Retained Revenues or Excluded Revenues, even if first collected by the Developer.

2.3 Revenue Risk

The Developer acknowledges and agrees that all risk related to generation and collection of Developer-Retained Revenues (and Private Development Revenues) remains with the Developer, and the City will have no financial responsibility whatsoever for such revenues or deficiencies in generation or collection thereof.

3. CITY-RETAINED REVENUES

3.1 City-Retained Revenues

a. With respect to Developer Events the Developer shall, at all times during the Term, have the obligation to collect, seek enforcement of and remit to the City Ticket Service Fee Revenues (City Share), FDA Tax Revenues and Community Investment Fund Round-Up Revenues.

b. With respect to Non-Developer Events, the Developer shall, at all times during the Term, have the obligation to collect, seek enforcement of and remit all Non-Developer Event revenues including pursuant to the applicable Non-Developer Event Booking Agreement for such Event, as described in Section 3.2.

c. The City may, in its discretion, assign rights to all or a portion of City-Retained Revenues to the Authority, an Event Holder, or other third party pursuant to the executed Non-Developer Event Booking Agreement or other arrangement.

4. REVENUE SHARE

a. The City shall be entitled to a Revenue Share as described below: [under review for inclusion in a subsequent Addendum]

b. Such amount shall be payable to the City within [ ] Calendar Days of the end of a [Contract Year / other period].

5. ENFORCEMENT

a. Except as permitted in the Project Agreement, the Developer shall not engage, or otherwise permit the engagement of, security services to provide Project Revenue
enforcement, provided that that the Developer may use passive devices and digital monitoring [(but not facial or biometric recognition)] and engage private security forces to (i) protect Project Revenues once collected and (b) to assist in the identification of those that fail to pay Project Revenues due or who seek to misappropriate Project Revenues

b. The Developer may, to the extent permitted by Law and at its sole cost and expense, [specify special rights to Parking Revenue enforcement].

c. The Developer may establish its own rules of business with respect to Developer-Retained Revenue enforcement and protection matters, including the imposition of late fees and penalties and the prohibition of prior revenue offenders and the enforcement of all private rights and civil remedies, so long as such rules of business comply with applicable Law and the foregoing restrictions and are otherwise Approved by the City.

d. The Developer shall comply with the rules of business and revenue enforcement and protection notified to it by the City from time to time with respect to City-Retained Revenues and any Excluded Revenues. Absent notice to the contrary, with respect to City-Retained Revenue and any Excluded Revenue enforcement and protection:

i. where an Event Holder fails to pay any Facility Rental to the Developer in accordance with the Booking Agreement for a Non-Developer Event, the Developer shall take steps to collect such payment due in accordance with the same process that the Developer will use to pursue unpaid debts in respect of Developer Events; and

ii. [additional baseline rules to be added in a subsequent Addendum].

6. REMITTANCE

a. The Developer shall, within [ ] Working Days of the end of the month, remit any City-Retained Revenues for the prior month, excluding FDA Tax Revenues, which shall be remitted pursuant to Section 3 of this Part B, and any Revenue Share, which shall be remitted pursuant to Section 4 of this Part B.

b. The Developer shall remit such amounts to the City unless otherwise specified for remittance to an Event Holder in a Non-Developer Booking Agreement approved by the City.

c. Any remittance by the Developer to the city of City-Retained Revenues or Excluded Revenues shall be deposited in such account(s) as the City may notify to the Developer from time to time.

d. Any fees, charges, or revenues actually collected by the Developer in contravention of this Section 2.2 and of Section 8.3 of the Project Agreement shall be the property of the City and promptly paid by the Developer to the City following receipt thereof in accordance with Section 8.3 of the Project Agreement.

7. REVENUE REPORTING

a. The Developer shall, within [ ] Working Days of the end of the month, provide to the City and the Events Coordination Committee a “Monthly Revenue Report” detailing:

i. for Developer Events:

 A. Facility Rentals;
 B. Ticket Sales Revenues;
 C. FDA Tax Revenues;
D. Ticket Service Fee Revenues (Developer Share);
E. Ticket Service Fee Revenues (City Share);
F. Concession Revenues and Net Concession Revenues;
G. Community Investment Fund Round-Up Revenues;
H. Parking Revenues; and
I. Merchandise Revenues,
each on an aggregate and a per event basis;
ii. for Non-Developer Events, including Major Events:
   A. Facility Rentals;
   B. Ticket Sales Revenues;
   C. FDA Tax Revenues;
   D. Ticket Service Fee Revenues – City Share;
   E. Concession Revenues and Net Concession Revenues;
   F. Community Investment Fund Round-Up Revenues;
   G. Parking Revenues; and
   H. Merchandise Revenues,
each on an aggregate and a per event basis and including information on accounts receivable from any Event Holders and any amounts due and payable to the City; and
iii. the status and outcomes of any Project Revenue or Excluded Revenue collection and enforcement activities undertaken under Section 5 of this Part B.

b. Such Monthly Revenue Report shall also include an aggregate total and detailed breakdown of Developer-Retained Revenues and City Retained Revenues for the Calendar Year and a calculation of any Revenue Share projected to be due to the City in accordance with Section 4.
Schedule 19
Handback Requirements

1. HANDBACK REQUIREMENTS

1.1 General Handback Requirements

a. The Developer shall hand back the Triangle Public Elements and the Phases 1 & 2 Incorporated Elements to the City on the Expiry Date such that as of the Expiry Date:
   
i. for each Triangle Public Element and Phases 1 & 2 Incorporated Element, the applicable standard as set out in the Minimum O&M Services Standards in Annex 17-A to Schedule 17 is met or exceeded;
   
   ii. for each Residual Element, the Residual Life at Handback of such Residual Element meets or exceeds its Residual Life Minimum Requirement;
   
   iii. the Facilities Condition Index for each of the Public Elements shall be no greater than 0.05;
   
   iv. for each Public Element, all Renewal Work identified as needing to be performed in accordance with the most recent Approved Renewal Work Plan, and following the identification of Temporary or Permanent Performance Failures affecting such Public Element within the 12 months prior to the Expiry Date, has been completed; and
   
   v. for each Renewal Element, the Developer has demonstrated through the Final Handback Inspection Report that, from the time of its last reconstruction, rehabilitation, restoration, renewal or replacement, such Renewal Element has a Useful Life that meets or exceeds its Useful Life Baseline Requirement.

1.2 Specific Handback Requirements

1.2.1 Facility Condition and Remaining Useful Life

a. As of the Expiry Date, each Triangle Facility, and each of the Elements comprising such facilities, shall be in a condition consistent with such Facilities and Elements:
   
i. having been designed and constructed in accordance with the applicable minimum requirements set forth in Schedule 15; and
   
   ii. being operated, maintained and renewed in accordance with Schedule 17.

b. As of the Expiry Date, each Phases 1 & 2 Facility, and each of the Elements comprising such Facilities, shall be in a condition consistent with:
   
   iii. the condition of such Facilities and Elements as of the date of their initial Handover\(^1\) to the Developer; and
   
   iv. being operated, maintained and renewed in accordance with Schedule 17.

1.2.2 Residual Elements

a. Notwithstanding the requirements of Section 2.3, the Residual Life Methodology used by the Developer for calculating the Residual Life of the Triangle Facilities shall, at a minimum, include a prediction of deterioration due to wear and tear over the duration of the Residual

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\(^1\) Provisions regarding Handover of Phases 1 & 2 Facilities and requirements regarding the creation of a Baseline Asset Condition Report will be included in Schedule 16B to be released in Addendum #3.
Life Minimum Requirement based on information obtained during the Term, including as reflected in or by:

i. the Durability Plan;
ii. routine inspections;
iii. Renewal Work Plans;
iv. Renewal Work Schedules; and
v. non-routine and Specialist Inspections.

b. The Durability Plan prepared by the Developer for City Approval as a condition to NTP1 shall address the durability for all Residual Elements with a specified minimum Residual Life of forty (40) years or greater. The Durability Plan shall set forth the Developer’s operations and maintenance strategy for such Residual Elements, including specific requirements, which shall also be incorporated into the Developer’s O&M Management Plan and Renewal Work Plan as applicable, to ensure that Residual Elements that will not be replaced during the Term will meet the requirements of this Schedule 19.

c. The Developer shall ensure that quantitative data used in the prediction of Residual Life for all Residual Elements is representative and is gathered in accordance with the Durability Plan requirements and the relevant inspection requirements.

1.2.3 Calculation of the Facility Condition Index (FCI)

a. Developer shall calculate the FCI for each Facility in accordance with the City’s Facility Commissioning and Assessment Program (FCAP). The FCAP requires a facility condition assessment review of each Facility including a summary of the Facility Improvement Measures (FIM) for that Facility. Developer shall determine the FIM required for each Facility to meet the Performance Standards in Annex 4 to Schedule 5.

b. For each Facility, the cost of each FIM by building system shall be combined to determine a total FIM for that Facility. The total FIM for each Facility shall be cost of performing all deferred maintenance on that Facility. The City has identified the following building systems within the FCAP for compiling and reporting facility condition assessment results:

i. Electrical
ii. Fire
iii. Security
iv. BMS & Controls
v. Interior/Finish
vi. Envelope
vii. Landscape/Grounds
viii. Parking Lots
ix. HVAC
x. Plumbing
xi. Conveyance
xii. Roof
xiii. General Building
2. **DEVELOPER DELIVERABLES AND HANDBACK ACTIVITIES**

2.1 **Introduction**

a. The Developer shall submit each of the Handback Deliverables to the City no later than the date specified in the “End” column against such deliverable in Table 19-1 (Schedule of Handback Deliverables and Activities) below.

b. Table 19-1 below also lists certain activities associated with the preparation of the Handback Deliverables and (subject to any express provisions of this Schedule 19 that stipulate more specific timing requirements) the required timing and/or duration of such activities.

### Table 19-1 Schedule of Handback Deliverables and Activities

<table>
<thead>
<tr>
<th>Handback Deliverable/Activity</th>
<th>Start</th>
<th>End</th>
<th>Duration (Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Handback Schedule (Deliverable)</td>
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<td>-</td>
</tr>
<tr>
<td>Residual Life Methodology (Deliverable)</td>
<td>-</td>
<td>44</td>
<td>-</td>
</tr>
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<td>City’s Review of Handback Schedule and Residual Life Methodology (Activity)</td>
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<td>2</td>
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<tr>
<td>Initial Handback Inspections (Activity)</td>
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<tr>
<td>Preparation of Initial Handback Inspection Report and Asset Condition Report (Activity/Deliverable)</td>
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<td>36</td>
<td>3</td>
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<tr>
<td>Calculation of Handback Reserve Amount (Deliverable)</td>
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<td>36</td>
<td>0</td>
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<tr>
<td>City’s Review of Initial Handback Inspection Report, Asset Condition Report and Calculation of Handback Reserve Amount (Activity)</td>
<td>36</td>
<td>34</td>
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<tr>
<td>Establishment of Handback Reserve Account (Activity)</td>
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<tr>
<td>Establishment of Escrow Agreement (if required pursuant to Section 3.1c)</td>
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<td>Initial Funding of Handback Reserve Account (Activity)</td>
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<td>Handback Work Period (Activity)</td>
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<td>Second Handback Inspections (Activity)</td>
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<td>3</td>
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<tr>
<td>Preparation of Second Handback Inspection Report and Asset Condition Report (Activity/Deliverable)</td>
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<td>14</td>
<td>3</td>
</tr>
<tr>
<td>Second Calculation of Handback Reserve Amount (Deliverable)</td>
<td>14</td>
<td>14</td>
<td>0</td>
</tr>
<tr>
<td>City’s Review of Second Handback Inspection Report, Asset Condition Report and Second Calculation of Handback Reserve Amount (Activity)</td>
<td>14</td>
<td>12</td>
<td>2</td>
</tr>
<tr>
<td>Staff Training (Activity)</td>
<td>9</td>
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<td>9</td>
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<tr>
<td>Final Handback Inspections (Activity)</td>
<td>3</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Preparation of Final Handback Inspection Report and Asset Condition Report (Activity/Deliverable)</td>
<td>3</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>
2.2 Handback Schedule

a. The Developer shall prepare, and no later than 44 months prior to the Expiry Date shall submit to the City for Approval, a schedule that complies with the requirements set out in Section 2.2b.

b. The Handback Schedule shall:

i. specify the dates of the activities to be undertaken by the Developer for the remainder of the Term in accordance with the requirements of this Schedule 19; and

ii. state the date on which the Developer shall provide the City an updated Maintenance Management Information System in accordance with Schedule 17 that takes into account all Handback Inspections to be conducted pursuant to this Schedule 19.

2.3 General Requirements for Residual Life Methodology

a. The Developer shall prepare, and no later than 44 months prior to the Expiry Date shall submit to the City for Approval, a report that complies with the requirements set out in Section 2.3b.

b. The Residual Life Methodology Report shall:

i. include the evaluation and calculation criteria to be adopted for the calculation of the Residual Life at Handback of each Residual Element;

ii. comply with Good Industry Practice and be in accordance with City testing and forecasting methodologies in use in relation to similar City-owned or operated assets at the time of preparation of the report;

iii. include the scope of any Residual Life inspections and testing, together with a list of all proposed inspection and testing organizations, which shall be financially independent of the Developer; and

iv. address the specific requirements to be included in the Residual Life Methodology Report that are set out in the column headed “Residual Life Methodology (RLM) Requirement” in the table in set out in Annex 19-A.

c. The Developer shall ensure that all inspection and testing requirements conform to Good Industry Practice and reflect all technological advancements in the field of inspection, testing and Residual Life calculation.

d. In reviewing and commenting on the RLM, the City shall be allowed access to all of the Developer’s Project Records used in the preparation of the report.

e. The Developer shall be required to obtain the City’s Approval of the Residual Life Methodology Report, including the scope and schedule of inspections and tests proposed to be carried out, before commencing any Residual Life inspections and/or tests.

f. The Developer shall ensure that the City is given the opportunity to witness any of the inspections and/or tests and shall provide the City with a minimum of 15 Working Days’ notice prior to the performance of any inspections or tests.
2.4 Qualification of Inspection Engineers and Organizations

a. The Residual Life Methodology Report shall include the qualifications and experience of all independent engineers, testing facilities, specialists and organizations that shall undertake the Handback Inspections, all of which shall be submitted to the City for Approval in the Residual Life Methodology Report.

b. All Handback Inspection Reports and all Residual Life Methodology Reports are to be conducted by the Independent Engineer or another qualified independent consultant (financially independent of any Developer-Related Entity) appointed by the Developer at its own cost and expense, who shall be an engineer registered in the State and shall owe a duty of care to both the Developer and the City jointly, and whose identity and scope of work shall have been Approved by the City in the City’s discretion. For purposes of this Schedule 19, the Independent Engineer, or any such other consultant (regardless of such consultant’s scope of work) shall be referred to as an “Accepted Independent Consultant.”

2.5 Asset Condition Report

a. The Developer shall prepare and shall submit (updated as appropriate) to the City for Approval, at the same time as it submits each Handback Inspection Report, a report that complies with the requirements set out in Section 2.5b.

b. Each Asset Condition Report shall provide a record of the asset condition of all Elements, shall utilize the results of previous inspections and maintenance records held by the Maintenance Management Information System (supported by the results of the Handback Inspections) and, for each Element, shall set out:

i. a description and location of the Element;

ii. information that describes its current condition and rating according to the City’s inspection manuals in use at the time of inspection, or other agreed inspection methodology;

iii. an assessment of (in the case of Residual Elements) its current Residual Life and (in the case of Renewal Elements) the period remaining of its Useful Life, in either case, based on the Handback Inspections, as well as the Renewal Work Plan inspection, testing and monitoring requirements set out in Schedule 17; and

iv. photographs of the Element to support the assessment of the asset condition.

2.6 General Requirements for Handback Inspections

a. The Developer shall carry out the inspection and testing detailed in the Handback Schedule and required by the terms of this Schedule 19 for assessing the condition of Elements against intended performance and predicting the time to next maintenance activity and calculated Residual Life.

b. Unless the method of inspection is previously mutually agreed with the City and then detailed in the Handback Inspection Report, the Developer shall conduct all Handback Inspections in accordance with the inspection manuals, guidance, and standards issued by the City, and current at the time of inspection, that detail the means and methods for assessing the condition of assets.

2.7 Initial Handback Inspections
a. An Accepted Independent Consultant shall carry out the initial Handback Inspections to identify and establish the asset condition, Residual Life and period remaining of the Useful Life of all Elements and verify the extent of all Work required to ensure that the requirements set out in Section 1.1 are satisfied as at the Expiry Date (the “Handback Work”).

b. The inspection schedule shall be coordinated with the City and shall take account of the City’s requirements for joint inspections, provided that, in any event, the Developer shall provide the City a minimum of 15 Working Days’ notice of any proposed inspection.

c. The initial Handback Inspections shall be carried out from 42 to 39 months prior to the Expiry Date.

d. The Developer shall undertake appropriate testing to determine the condition of Elements, in accordance with the requirements set out in the column headed “Inspection Requirements” set out in Annex 19-A (Residual Life Requirements) to this Schedule 19. The required testing shall be identified based on the results of the inspections in order to permit an assessment of the performance and progressive deterioration of each Element over the Term. The testing shall be conducted under the control of an Accepted Independent Consultant.

2.8 Initial Handback Inspection Report

a. Following the initial Handback Inspection(s) and testing, the Developer shall prepare, and no later than 36 months prior to the Expiry Date submit to the City for Approval, a report that complies with the requirements set out in Section 2.8b.

b. The Initial Handback Inspection Report shall, at a minimum, include the following information:
   i. initial Handback Inspection(s) results;
   ii. results of the Asset Condition Report for all Elements;
   iii. a list of each Residual Element that the Developer considers:
      A. did meet or exceed the applicable Minimum O&M Service Standards in Annex 17-A to Schedule 17 at the time of the inspection;
      B. would meet or exceed the applicable Minimum O&M Service Standards in Annex 17-A to Schedule 17 as at the Expiry Date without the need for Handback Work; and
      C. its Residual Life at Handback would meet or exceed its Residual Life Minimum Requirement without the need for Handback Work;
   iv. a list of each Residual Element that the Developer considers:
      A. did not meet or exceed the applicable Minimum O&M Service Standards in Annex 17-A to Schedule 17 at the time of the inspection and will require Handback Work prior to the Expiry Date to ensure that (i) it would meet or exceed such Standard at the Expiry Date and (ii) its Residual Life at Handback would meet or exceed its Residual Life Minimum Requirement; and
      B. did meet or exceed the applicable Minimum O&M Service Standards in Annex 17-A to Schedule 17 at the time of the inspection, but will require Handback Work prior to the Expiry Date to ensure that (i) it would meet or exceed such Standard at the Expiry Date and (ii) its Residual Life at
Handback would meet or exceed its Residual Life Minimum Requirement; and

v. a schedule (the "Handback Work Schedule") providing details of all Handback Work required, the timing and implementation strategy for the Handback Work and an estimate of the Handback Reserve Amount.

c. In reviewing the report, the City shall be allowed access to all of the Developer’s Project Records used in the preparation of the report.

2.9 Handback Work Obligation

a. The Developer shall carry out the Handback Work in accordance with the Handback Work Schedule set out in the Accepted Initial Handback Inspection Report and each subsequent Accepted Handback Inspection Report.

b. Handback Work identified as required in the Initial Handback Inspection Report and each subsequent Accepted Handback Inspection Report for any Residual Element to meet or exceed its Residual Life Minimum Requirement shall be completed no later than 18 months before the Expiry Date. All other Handback Work shall be completed before the Expiry Date.

c. During the Handback Work Period Developer shall ensure that all Elements comply with the applicable General Requirements and meet or exceed the applicable standards specified for the relevant Element the Minimum O&M Service Standards in Annex 17-A to Schedule 17.

d. During the Handback Work Period the Annual O&M Report shall detail the results of the Asset Condition Inspections, Specialist Inspections and Handback Work carried out during the previous year.

2.10 Second Handback Inspection

a. The objective of the second Handback Inspection shall be to update the Asset Condition Report of each Element and to record wherever actions have been taken such as repairs, Renewal Work and/or Handback Work to address the findings of the previous Handback Inspection Report.

b. The inspection schedule shall be coordinated with the City and shall take account of the City’s requirements for joint inspections, provided that, in any event, the Developer shall provide the City a minimum of 15 Working Days’ notice of any proposed inspection.

c. The Developer shall procure that an Accepted Independent Consultant shall carry out:

i. the second Handback Inspection(s) from 20 to 17 months prior to the Expiry Date; and

2.11 Second Handback Inspection Report

a. Following:

i. the second Handback Inspections, the Developer shall prepare and, no later than 14 months prior to the Expiry Date; and

ii. submit to the City for Approval a report that complies with the requirements set out in Section 2.11b.

b. The Second Handback Inspection Report shall, at a minimum, include the following information:

i. results of the relevant Handback Inspection;
Project Agreement
Schedule 19, Handback Requirements

ii. list of repairs, Renewal Work and Handback Work undertaken subsequent to the previous Handback Inspection;

iii. revised Asset Condition Report for all Elements; and

iv. revised Handback Work Schedule.

c. In reviewing the report, the City shall be allowed access to all of the Developer’s Project Records used in the preparation of the report.

2.12 Final Handback Inspection Report

a. Three months prior to the Expiry Date, the Developer shall procure that an Accepted Independent Consultant shall carry out the final Handback Inspections.

b. The Developer shall prepare, and no later than one month prior to the Expiry Date submit to the City for Approval, a report that complies with the requirements set out in Section 2.12c.

c. The Final Handback Inspection Report shall include the final Asset Condition Report of all Elements and a list of all such Elements and their Residual Life or Useful Life and shall demonstrate effective completion of all Handback Work identified in the Initial Handback Inspection Report, and the Second Handback Inspection Report.

d. Following the City’s Approval of the Final Handback Inspection Report, it shall, in its discretion, issue a certificate to the Developer certifying either:

i. that all Handback Requirements have been met; or

ii. that some, but not all, of the Handback Requirements have been met and any such certificate shall specify which Handback Requirements the City considers have not been met.

Any certificate issued pursuant to this Section 2.12d is a "Handback Certificate".

2.13 Staff Training

No later than 15 months prior to the Expiry Date, the Developer shall make arrangements to provide training for the City’s nominated employees, or any other persons designated by the City, pertaining to all the aspects of the operation and maintenance of the Project to facilitate a seamless handover.

3. HANDBACK RESERVE ACCOUNT

3.1 Establishment and Security

a. No later than two months prior to the first day of the Handback Period, the Developer shall establish an interest-bearing bank account (the “Handback Reserve Account”), with a financial institution to be selected by the City in its discretion, in the joint names of Developer and the City (or, at the discretion of the City, either of them). Promptly after establishing the Handback Reserve Account, the Developer shall provide to the City all details regarding the Handback Reserve Account, including the name, address and contact information for the institution and the account number.

b. The Parties agree that (i) withdrawals from the Handback Reserve Account will only be permitted in accordance with this Section 3 and (ii) any withdrawal from the Handback Reserve Account will require the prior written approval of all named account holders (which approval each account holder shall be required to provide if the proposed withdrawal is in accordance with this Section 3), other than in circumstances where Section 3.4e applies, in which event any withdrawal in accordance with such Section shall not require the prior written approval of the Developer.
c. At the discretion of the City, the Handback Reserve Account, and withdrawals therefrom, shall be controlled by a third party escrow agent pursuant to the terms of an escrow agreement to be entered into by such agent and the Parties prior to the date that the initial funding of the Handback Reserve Account is required pursuant to Section 3.2b.i. If the City exercises its discretion pursuant to this Section 3.1c, the identity of such agent, and the terms of such agreement, shall be agreed between the Parties, acting reasonably.

d. The Developer shall not be permitted to grant any Encumbrance in favor of any third party (including, for certainty, its Lenders) in relation to the Handback Reserve Account or any amounts standing to the credit of it.

3.2 Reserve Funding

a. No later than the date which is:
   i. two months prior to the commencement of the Handback Work Period; and
   ii. 14 months prior to the Expiry Date,

the Developer shall deliver to the City a report setting out its calculations of the Handback Reserve Amount in accordance with Section 3.3, together with the report of an Accepted Independent Consultant, either verifying that the Developer’s calculations of the Handback Reserve Amount are consistent with the then most recent Handback Work Schedule or stating the consultant’s determination of the Handback Reserve Amount. Such reports shall be addressed to the City and (in the case of each report of an Accepted Independent Consultant) shall state explicitly that the City may rely on the report. Within 45 Calendar Days of any such report being delivered to the City, the Parties shall seek to agree (acting reasonably) upon the Handback Reserve Amount and, in the absence of agreement within such period, the Handback Reserve Amount shall be the amount equal to the amount specified in the Accepted Independent Consultant’s report.

b. Subject to Section 3.5, no later than five Working Days:
   i. prior to the commencement of the Handback Period, the Developer shall be required to fund the Handback Reserve Account in the amount of the Handback Reserve Amount determined in accordance with Section 3.2a;
   ii. after determination of the Handback Reserve Amount in accordance with Section 3.2a, following submission of a report in accordance with Section 3.2a.ii, the Developer shall be required to ensure that the Handback Reserve Account is funded in an amount at least equal to the Handback Reserve Amount, provided that, to the extent that the amount standing to the credit thereof at such time exceeds the Handback Reserve Amount, the Developer shall be entitled to have such excess amount withdrawn and paid to it.

c. Unless the Developer has provided and maintains a Handback Letter of Credit that complies with the requirements of Section 3.5, to the extent that at any time after the commencement of the Handback Period the balance standing to the credit of the Handback Reserve Account is not at least equal to the Handback Reserve Amount, the City shall, until such time as the balance standing to the credit of the Handback Reserve Account is equal to the Handback Reserve Amount, make deductions from subsequent Availability Payments, and pay such amounts into the Handback Reserve Account.

3.3 Calculation of Handback Reserve Amount

The following methodology shall be used for calculating the Handback Reserve Amount.
a. The "Handback Renewal Elements Amount" means the aggregate amount, which shall be calculated by an Accepted Independent Consultant, of the estimated cost (in real dollars) to renew or replace each Renewal Element at the end of its Useful Life multiplied by a fraction (the "Deterioration Fraction", the numerator of which is its Age and the denominator of which is its Useful Life). In such calculation:
   i. the Handback Renewal Elements Amount shall not be less than zero;
   ii. the value of the Deterioration Fraction shall not be greater than 1.0; and
   iii. where a Renewal Element has not been renewed or replaced during the Term, the value of the Deterioration Fraction for such Element shall be 1.0.

b. The "Handback Residual Elements Amount" means the aggregate amount, which shall be calculated by an Accepted Independent Consultant, of the estimated cost (in real dollars) to improve, repair, renew or replace each Residual Element to ensure that its measured Residual Life at Handback will meet or exceed its Residual Life Minimum Requirement.

c. Where the Age, Useful Life or Residual Life of any Element varies across the Project, the calculations of the Handback Renewal Elements Amount and the Handback Residual Elements Amount shall take into account such variability through multiple calculation line items for each relevant Element, each line item calculating the Handback Reserve Amount for component parts of the Element having similar Age, Useful Life or Residual Life as appropriate. The calculations of the Handback Renewal Elements Amount and the Handback Residual Elements Amount shall be made using the values of Age, Useful Life, Residual Life and estimated costs applicable as of the date of each calculation.

d. For purposes of calculating the Handback Reserve Amount, the estimated costs of performing the Handback Work shall be equal to the greater of (i) the cost to the Developer of self-performing the Handback Work and (ii) the cost to the Developer of procuring the performance of the Handback Work by one or more third parties on an arms-length and commercially reasonable basis, in the case of (i) and (ii), inclusive of all design, engineering, construction, quality assurance, quality control, overhead, profit, insurance, bonding, escalation and other costs including contingencies to perform such Handback Work in full.

3.4 Handback Reserve Account Use

a. Subject to Section 3.4b, the Developer shall not be entitled to withdraw funds from the Handback Reserve Account to pay for the cost of performing any Handback Work.

b. If, at any time during the Handback Reserve Standstill Period, the Developer notifies the City that a withdrawal of funds from the Handback Reserve Account to pay for the cost of any Handback Work that has been performed is necessary to avoid:
   i. a payment default;
   ii. the balance of any debt payment account being less than the required balance under the Financing Agreements;
   iii. a failure to fund any required reserve under the Financing Agreements; or
   iv. a drawing on any debt service reserve under the Financing Agreements,
and such notice is countersigned by the Collateral Agent, any amounts standing to the credit of the Handback Reserve Account may at the Developer’s request be withdrawn to reimburse the Developer for reasonable and documented third-party costs and expenses previously incurred by the Developer to effect Handback Work to the extent, but only to the extent, necessary to avoid such default, deficiency or drawing.
c. The Handback Reserve Account shall remain in place and (subject to Sections 3.2c, 3.4b, and 3.5) be fully funded at all times in an amount at least equal to the Handback Reserve Amount until the issuance of a Handback Certificate by the City or, if earlier, the Termination Date.

d. Promptly following the issuance of a Handback Certificate by the City, any amounts standing to the credit of the Handback Reserve Account shall be withdrawn as follows:
   i. if the Handback Certificate certifies that any Handback Requirements have not been met, in the following order of priority:
      A. first, an amount equal to the portion of the Handback Reserve Amount equal to the cost of performing the Handback Work not performed by the Developer shall be paid to the City; and
      B. second, the remaining balance shall be paid to the Developer; or
   ii. if the Handback Certificate certifies that all Handback Requirements have been met, the full balance standing to the credit of the Handback Reserve Account shall be paid to the Developer.

e. If the Termination Date occurs prior to the issuance of a Handback Certificate, the full balance standing to the credit of the Handback Reserve Account as at the Termination Date shall be paid to the City.

f. Any interest that accrues on amounts standing to the credit of the Handback Reserve Account shall only be withdrawn at the times other amounts are being withdrawn therefrom in accordance with, and shall be withdrawn pursuant to, Sections 3.2b.ii and 3.4d.

3.5 Handback Letter of Credit

a. Instead of funding the Handback Reserve Account, the Developer may, at its discretion, deliver to the City one or more letters of credit (collectively, the “Handback Letter of Credit”) from an Eligible Financial Institution, each in a form Acceptable to the City and on the basis that the City shall be the sole beneficiary, with aggregate value equal to the Handback Reserve Amount (provided that, for certainty, notwithstanding such delivery by the Developer, it shall in any event be required to establish (but not fund) the Handback Reserve Account in accordance with the requirements of Section 3.1.

b. The City shall have the right to draw on the Handback Letter of Credit:
   i. in circumstances where, had the Developer not elected to deliver a Handback Letter of Credit pursuant to this Section 3.5, the City would have been entitled to payment of a portion of the amounts standing to the credit of the Handback Reserve Account pursuant to Sections 3.4d or 3.4e, up to an amount equal to such portion;
   ii. if the issuer of the Handback Letter of Credit ceases to be an Eligible Financial Institution, up to the full amount of the Handback Letter of Credit, provided that, following such a draw, the City shall pay such amount into the Handback Reserve Account and the provisions of Sections 3.1, 3.2, and 3.4 shall apply thereafter to the operation of the Handback Reserve Account; or
   iii. if the Termination Date occurs prior to the issuance of a Handback Certificate, up to the full amount of the Handback Letter of Credit.
4. **DELIVERABLES**

Deliverables shall be submitted for Approval in accordance with the specified time frames in both electronic format and hardcopy format. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat (PDF) files, unless otherwise indicated.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
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</thead>
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<tr>
<td>Handback Schedule</td>
<td>44 months before the Expiry Date</td>
</tr>
<tr>
<td>Residual Life Methodology Report</td>
<td>44 months before the Expiry Date</td>
</tr>
<tr>
<td>Asset Condition Report</td>
<td>Submit with all Handback Inspection Reports</td>
</tr>
<tr>
<td>Handback Work Schedule</td>
<td>Submit with all Handback Inspection Reports</td>
</tr>
<tr>
<td>Initial Handback Inspection Report</td>
<td>36 months before the Expiry Date</td>
</tr>
<tr>
<td>Initial Calculation of Handback Reserve Amount</td>
<td>36 months before the Expiry Date</td>
</tr>
<tr>
<td>Second Handback Inspection Report</td>
<td>14 months before the Expiry Date</td>
</tr>
<tr>
<td>Second Calculation of Handback Reserve Amount</td>
<td>14 months before the Expiry Date</td>
</tr>
<tr>
<td>Final Handback Inspection Report</td>
<td>After final Handback Inspections</td>
</tr>
</tbody>
</table>
Annex 19-A
Residual Life Requirements
**Annex 19-A**

**Residual Life Requirements**

<table>
<thead>
<tr>
<th>Element</th>
<th>Residual Life at Handback (yrs)</th>
<th>Inspection Requirements</th>
<th>Residual Life Methodology (RLM) Requirement</th>
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</thead>
<tbody>
<tr>
<td>Building Structural Elements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reinforced Concrete</td>
<td>40</td>
<td>Inspections of structures shall be undertaken by Accepted independent testing organizations.</td>
<td>RLM shall:</td>
</tr>
<tr>
<td>Pre-stressed Concrete</td>
<td>40</td>
<td></td>
<td>• Draw on historical asset maintenance records, inspection and test histories for each structure.</td>
</tr>
<tr>
<td>Structural steelwork</td>
<td>40</td>
<td>Inspections shall follow the latest inspection guidelines (as they apply at the relevant date that the testing is undertaken) recognized by the City.</td>
<td>• Include an assessment of load carrying capacity based on the original structural design calculations, the as built drawings, loading history and results of load deflection tests where appropriate.</td>
</tr>
<tr>
<td>Weathering steel</td>
<td>40</td>
<td>A close examination shall be made of all parts of each structure.</td>
<td>• Take account of any trends in asset deterioration to determine the rate of deterioration and to predict the future condition of individual Elements and the entire structure.</td>
</tr>
<tr>
<td>Corrugated steel</td>
<td>40</td>
<td>Non-destructive tests shall be undertaken appropriate to the type of structure. These shall include the measurement of structural deflection under calibrated load and the half-cell potential and the in-situ strength testing of concrete elements.</td>
<td>• Take account of industry guidance relating to residual life estimation. The measured performance shall be compared with expected performance and trends in asset deterioration and maintenance to predict the future condition and maintenance requirements of main structural Elements.</td>
</tr>
<tr>
<td>Internal Walls – load bearing</td>
<td>30</td>
<td>Testing of steel structures shall include the depth of corrosion and/or the measurement of remaining structural thickness for hidden and exposed parts.</td>
<td></td>
</tr>
<tr>
<td>Roof structure</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor structure</td>
<td>30</td>
<td>All lengths of weld shall be tested for cracking at key areas of structural steelwork.</td>
<td></td>
</tr>
<tr>
<td>Retaining walls (Including MSE Walls)</td>
<td>40</td>
<td>[To be provided in a subsequent Addendum.]</td>
<td>[To be provided in a subsequent Addendum.]</td>
</tr>
</tbody>
</table>
# Annex 19-A
## Residual Life Requirements

<table>
<thead>
<tr>
<th>Element</th>
<th>Residual Life at Handback (yrs)</th>
<th>Inspection Requirements</th>
<th>Residual Life Methodology (RLM) Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Drainage</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Underground storm sewer systems (Including pipes, manholes, chambers.) | 40 | Inspection of storm sewer systems shall include closed circuit TV inspection of all buried pipe work. Groundwater level monitoring at locations defined in the Residual Life Methodology Report shall be required to provide assurance of a 10 year Residual Life for groundwater interceptor drains. Inspection of stormwater management systems shall include all components such as ditches, stormwater basins and filters. | RLM shall:  
  - Draw on historical asset maintenance records, inspection and test histories for each Element of the drainage system.  
  - Include a methodology to determine the Residual Life of filter drains designed to intercept groundwater.  
  - Draw on design and Permit requirements. |
| Culverts/ headwalls       | 40                              |                         |                                            |
| Reinforced ditches (Concrete lined, rock channel, tied concrete block, energy dissipaters.) | 10 | Inspections of culverts shall include measurement of deformation. Confirm that all Elements and assemblies for inlets, outfalls, water quality structures and detention ponds function as designed. | RLM shall draw on historical inspection, maintenance and rehabilitation records for system components, and life cycle and durability analyses. |
| Underdrains, filter drains | 10                              |                         |                                            |
| End Treatments (inlet protection, aprons) | 25 | [To be provided in a subsequent Addendum.] | [To be provided in a subsequent Addendum.] |
| Water Quality features    | 10                              |                         |                                            |
| **Earthworks**            |                                 |                         |                                            |
| Earthwork slopes (Including reinforced soil slopes) | 30 | [To be provided in a subsequent Addendum.] | [To be provided in a subsequent Addendum.] |
| **Ancillaries**          |                                 |                         |                                            |
| Fences                   | 10                              | Inspections of all ancillary items shall be undertaken by personnel having adequate training on modes of failure, risk assessment and observational skills where applicable | RLM shall draw on historical inspection, maintenance and rehabilitation records for system components, and life cycle and durability analyses. |
| Light Poles              | 10                              |                         |                                            |
### Annex 19-A
Residual Life Requirements

<table>
<thead>
<tr>
<th>Element</th>
<th>Residual Life at Handback (yrs)</th>
<th>Inspection Requirements</th>
<th>Residual Life Methodology (RLM) Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curbs and gutters</td>
<td>10</td>
<td>elements will be rated to ensure adequate performance and load resistance.</td>
<td>RLM shall draw on historical inspection, maintenance and rehabilitation records for system components, and life cycle and durability analyses.</td>
</tr>
<tr>
<td>Manhole covers, gratings, frames and boxes</td>
<td>20</td>
<td>Unless otherwise agreed inspections to be carried out in accordance with guidance, manuals and standards issued by the City current at the time of inspection.</td>
<td></td>
</tr>
</tbody>
</table>

#### Mechanical and Electrical Systems

| Cabling, joints, switch gear, etc.         | 20                              | Inspection scope and depth shall be determined by the inspecting organization but as a minimum shall be based upon relevant City codified requirements, applicable NFPA Standards, and by the design and system manufacturer's/fabricators inspection requirements. |                                                                                                               |
## Annex 19-B
### Useful Life Baseline Requirements

<table>
<thead>
<tr>
<th>Element</th>
<th>Useful Life (yrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pavement Surfaces</strong></td>
<td></td>
</tr>
<tr>
<td>Traveled way pavement surface (roadways and parking lots)</td>
<td>10</td>
</tr>
<tr>
<td>Pedestrian sidewalks and bicycle lanes</td>
<td>5</td>
</tr>
<tr>
<td>Hard landscaped areas</td>
<td>5</td>
</tr>
<tr>
<td><strong>Outdoor Ancillaries</strong></td>
<td></td>
</tr>
<tr>
<td>Outdoor lighting luminaries and regulators</td>
<td>5</td>
</tr>
<tr>
<td>Signage &amp; wayfinding</td>
<td>10</td>
</tr>
<tr>
<td>Irrigation systems</td>
<td>5</td>
</tr>
<tr>
<td>Landscaped Areas</td>
<td>5</td>
</tr>
<tr>
<td><strong>Building External Finishes</strong></td>
<td></td>
</tr>
<tr>
<td>Flat or sloped roofing, flashing, roof appurtenances</td>
<td>8</td>
</tr>
<tr>
<td>External openings, doors and windows</td>
<td>8</td>
</tr>
<tr>
<td>Rainwater gutters and downpipes</td>
<td>8</td>
</tr>
<tr>
<td>External painted finishes</td>
<td>5</td>
</tr>
<tr>
<td>Wall cladding and membranes</td>
<td></td>
</tr>
<tr>
<td><strong>Building Interior Finishes</strong></td>
<td></td>
</tr>
<tr>
<td>Carpet, tile, other resilient flooring, paint, wall coverings, ceilings</td>
<td>5</td>
</tr>
<tr>
<td>Internal partitions – plasterboard and stud walls</td>
<td>5</td>
</tr>
<tr>
<td>Doors and internal timber work</td>
<td>5</td>
</tr>
<tr>
<td><strong>Building Systems</strong></td>
<td></td>
</tr>
<tr>
<td>Plumbing system (pumps, valves and faucets)</td>
<td>5</td>
</tr>
<tr>
<td>Heating, Ventilation and Air Conditioning systems</td>
<td>5</td>
</tr>
<tr>
<td>High Voltage Distribution and Secondary Distribution Equipment</td>
<td>15</td>
</tr>
<tr>
<td>Conveying systems (elevators and escalators)</td>
<td>5</td>
</tr>
<tr>
<td>Light fixtures</td>
<td>5</td>
</tr>
<tr>
<td>Audio-visual and Communications systems</td>
<td>5</td>
</tr>
<tr>
<td>Security systems (CCTV, intruder alarm)</td>
<td>5</td>
</tr>
<tr>
<td>Fire alarm and suppression systems and equipment</td>
<td>5</td>
</tr>
</tbody>
</table>
## Table of Defined Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accepted Independent Consultant</td>
<td>has the meaning given to it in Section 2.4.b of Schedule 19.</td>
</tr>
<tr>
<td>Deterioration Fraction</td>
<td>has the meaning set out in Section 3.3.a of Schedule 19.</td>
</tr>
<tr>
<td>Project Records</td>
<td>means Developer’s plan for addressing the durability of all Residual Elements prepared and updated in accordance with Section 1.2.2 of Schedule 19.</td>
</tr>
<tr>
<td>Element</td>
<td>means an individual component, system or subsystem of the Project.</td>
</tr>
<tr>
<td>Final Handback Inspection Report</td>
<td>means the report prepared by Developer in accordance with Section 2.12 of Schedule 19.</td>
</tr>
<tr>
<td>Handback Certificate</td>
<td>has the meaning given to it in Section 2.12.d of Schedule 19.</td>
</tr>
<tr>
<td>Handback Deliverables</td>
<td>means any of the following:</td>
</tr>
<tr>
<td></td>
<td>a. the Handback Schedule;</td>
</tr>
<tr>
<td></td>
<td>b. the Residual Life Methodology Report;</td>
</tr>
<tr>
<td></td>
<td>c. each Asset Condition Report;</td>
</tr>
<tr>
<td></td>
<td>d. the Initial Handback Inspection Report;</td>
</tr>
<tr>
<td></td>
<td>e. the initial calculation of the Handback Reserve Amount;</td>
</tr>
<tr>
<td></td>
<td>f. the Second Handback Inspection Report;</td>
</tr>
<tr>
<td></td>
<td>g. the second calculation of the Handback Reserve Amount;</td>
</tr>
<tr>
<td></td>
<td>h. the Final Handback Inspection Report.</td>
</tr>
<tr>
<td>Handback Inspections</td>
<td>means inspections carried out pursuant to Section 2.6 of Schedule 19.</td>
</tr>
<tr>
<td>Handback Inspection Reports</td>
<td>means the Initial Handback Inspection Report, the Second Handback Inspection Report, the Third Handback Inspection Report, and the Final Handback Inspection Report.</td>
</tr>
<tr>
<td>Handback Letter of Credit</td>
<td>Has the meaning given to it in Section 3.5.a of Schedule 19.</td>
</tr>
<tr>
<td>Handback Period</td>
<td>means the period beginning on the date which is 34 months before the Expiry Date.</td>
</tr>
<tr>
<td>Handback Renewal Elements Amount</td>
<td>Has the meaning given to it in Section 3.3.a of Schedule 19.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Handback Reserve Account</td>
<td>has the meaning given to it in Section 3.1.a of Schedule 19.</td>
</tr>
</tbody>
</table>
| Handback Reserve Amount                   | means the sum of:  
|                                          | a. the Handback Renewal Elements Amount;  
|                                          | b. the Handback Residual Elements Amount; and  
<p>|                                          | c. the estimated costs of performing any other Handback Work necessary to meet the Handback Requirements, in each case as determined in accordance with Section 3.3 of Schedule 19. |
| Handback Reserve Standstill Period        | means the period on and from the date on which Developer is first required to fund the Handback Reserve Account pursuant to Section 3.4.b of Schedule 19 to the earlier of the date two Calendar Years prior to the Expiry Date. |
| Handback Residual Elements Amount         | Has the meaning given to it in Schedule 19 Section 3.3.b.                                                                            |
| Handback Schedule                         | means the schedule prepared by Developer in accordance with Section 2.2 of Schedule 19.                                                |
| Handback Work                             | has the meaning given to it in Section 2.7.a of Schedule 19.                                                                           |
| Handback Work Period                      | means the period beginning on the date which is 58 months before the Expiry Date.                                                       |
| Handback Work Schedule                    | has the meaning given to it in Section 2.8.b.v of Schedule 19.                                                                        |
| Initial Handback Inspection Report        | means the report prepared by Developer in accordance with Section 2.8 of Schedule 19.                                                   |
| Inspection                                | means the organized examination or formal evaluation of Work, including manufacturing, design, and maintenance practices, processes, and products, document control and shop drawing review, to ensure that the practices, processes, and products comply with the quality requirements contained in this Agreement. |
| Maintenance Management Information System | means the system required to be established and maintained by Developer in accordance with of Section 2.5 of Schedule 17.             |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Element</td>
<td>means an Element which has a Useful Life Baseline Requirement specified in Annex 19-B.</td>
</tr>
<tr>
<td>Renewal Work</td>
<td>means maintenance, repair, reconstruction, rehabilitation, restoration, renewal or replacement of any Element or part thereof that is not normally included, in accordance with Good Industry Practice, as an annually recurring cost in maintenance and repair budgets for building facilities (and associated equipment) of a similar nature and located in a similar environment to the Project.</td>
</tr>
<tr>
<td>Renewal Work Plan</td>
<td>means the plan described in Section 2.4.4 of Schedule 17.</td>
</tr>
<tr>
<td>Renewal Work Schedule</td>
<td>means the schedule required as part of the Renewal Work Plan.</td>
</tr>
<tr>
<td>Residual Element</td>
<td>means an Element which has a specified Residual Life Minimum Requirement in Annex 19-A.</td>
</tr>
<tr>
<td>Residual Life</td>
<td>means, for an Element, the period remaining until the Element will next require reconstruction, rehabilitation, restoration, renewal or replacement.</td>
</tr>
<tr>
<td>Residual Life at Handback</td>
<td>means the Residual Life of an Element calculated at the Expiry Date determined through the application of the Residual Life Methodology and Residual Life inspections and by assuming that the Element is subject to maintenance after the Expiry Date to the same standards and requirements, and at the same frequency, as Developer is required to perform routine maintenance on such Element in accordance with the terms of this Agreement.</td>
</tr>
<tr>
<td>Residual Life Methodology</td>
<td>means the evaluation and calculation methodology by which the Residual Life of any Element will be calculated at the Expiry Date including the methodology by which any necessary Renewal Work will be identified and methodology that complies with the requirements set out in Section 2.3 of Schedule 19 to ensure that each Residual Element meets or exceeds its Residual Life Minimum Requirement.</td>
</tr>
<tr>
<td>Residual Life Methodology Report</td>
<td>means the report prepared by Developer in accordance with Section 2.3.b of Schedule 19.</td>
</tr>
<tr>
<td>Residual Life Minimum Requirement</td>
<td>means, for any Residual Element, the number of years of Residual Life at Handback specified in the...</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Second Handback Inspection Report</td>
<td>means the report prepared by Developer in accordance with Section 2.11 of Schedule 19.</td>
</tr>
<tr>
<td>Specialist Inspections</td>
<td>means inspections of specified Elements or components for which testing, special tools or equipment are necessary, including inspections required to be undertaken in accordance with Section 2.9 of Schedule 17.</td>
</tr>
<tr>
<td>Useful Life</td>
<td>means, for an Element, the period following its first construction or installation, or following its last reconstruction, rehabilitation, restoration, renewal or replacement, until the Element will next require reconstruction, rehabilitation, restoration, renewal or replacement.</td>
</tr>
<tr>
<td>Useful Life Baseline Requirement</td>
<td>means, for any Renewal Element, the number of years specified in the “Useful Life” column for such Renewal Element in Annex 19-B.</td>
</tr>
<tr>
<td>Useful Life Baseline Requirements Table</td>
<td>means the table set out in Annex 19-B.</td>
</tr>
</tbody>
</table>
1. **SUMMARY**

   This Schedule identifies City's requirements and community equity requirements applicable to the Project.

2. **HOUSING**

   The Private Development must comply with the requirements of this Section 2.

2.1 **Affordable Housing**

2.1.1 **Overview**

   a. The City seeks to foster inclusive and equitable communities throughout the City where all residents can be healthy, housed, and connected. To achieve this vision, it is important for new developments such as the Project to include a mix of housing options that serve residents at a variety of income levels, through a range of tenure types that include rental and for-sale housing, with options for all family sizes, and a with strong connection to the needs of residents in the surrounding community.

   b. Consistent with the goals of the Project and the City's *Housing an Inclusive Denver* plan, the Developer shall provide at least 20% of any Residential Units that may be a part of the Private Development as income restricted affordable housing units ("Income Restricted Units"). All Income Restricted Units must be located within the boundaries of the Private Development. If a percentage calculation results in a fraction, the fraction will be rounded down if it is below 0.5 and rounded up if it is 0.5 or greater.

   c. City Council adopted an ordinance that amends Chapter 27 of the Denver Revised Municipal Code ("D.R.M.C.") to adopt an affordable housing linkage fee to fund affordable housing. The City acknowledges that Section 2 of this Schedule shall satisfy linkage fee requirements set forth in Chapter 27 of the D.R.M.C. for residential development. Any exceptions to assessment and payment of linkage fees as a result of this Project Agreement shall apply only to residential development within the Triangle Project. Assessment of linkage fees shall apply to all non-residential development as if this Project Agreement did not exist.

2.1.2 **Level of Affordability**

   a. The Project shall provide the Income Restricted Units at the following levels of affordability:

      i. Income Restricted Rental Units

         A. Consistent with the requirements outlined in Schedule 2.1, at least 20% of the total Residential Units shall be income restricted in accordance with the requirements of this Section 2.1.1.

         B. At least 50% of the Income Restricted Rental Units shall be restricted to households earning 60% of AMI or less (the "60% AMI Rental Units").

            1. A minimum of 20% of the 60% AMI Rental Units shall be restricted to households earning 40% of AMI or less ("the 40% AMI Rental Units").

            2. A minimum of 40% of the 60% AMI Rental Units shall be restricted to households earning 30% of AMI or less ("the 30% AMI Units").
C. The remainder (50% or less) of the Income Restricted Rental Units shall be restricted to households earning no greater than 80% of AMI (“the 80% AMI Rental Units”),

ii. Income Restricted For-Sale Units
A. Consistent with the requirements outlined in Section 2.1, 20% of the total for-sale Residential Units shall be income restricted in accordance with the requirements of this Section 2.1.1.
B. Income Restricted For-Sale Units shall be restricted to households earning 100% AMI or less (“the 100% AMI For-Sale units”).
C. A minimum of 50% of the Income Restricted For-Sale Units shall be restricted to households earning no greater than 80% AMI (“the 80% AMI For-Sale Units”).

b. To count towards the Income Restricted Unit calculation, a long-term affordability covenant of at least 60 years shall be recorded and encumbered on each pursuant to Section 2.1.6 below as follows:

i. income Restricted Rental Unit, to restrict monthly rental payments and require that the tenants of such units meet income eligibility standards; and
ii. income Restricted For-Sale Unit, to restrict the purchase price to require that the owners of such units must meet income eligibility standards.

iii. affordability covenants shall be recorded prior to issuance of the certificate of occupancy on any development that includes Income Restricted Units

iv. the Project will be eligible to apply for all available subsidies, credits and similar economic incentives available to developers of Income Restricted Units within the City for units below 60% AMI, provided that the recipients of such subsidies be subject to all City restrictions associated with such subsidies.

2.1.3 Mix Requirement
a. To ensure a mix of Income Restricted Unit types, at least 30% of the Income Restricted Units shall be “Family-sized Units” with two or more bedrooms. At least 50% of the Family-Sized Units shall be three or more bedrooms and such units will be offered at a range of affordability levels, as further described herein.

b. If the proposed plan for the Private Development does not include any Residential Units, the Developer must develop a plan for constructing income restricted affordable housing units within the immediate and surrounding neighborhoods of the Triangle Project (“Off-Site Affordable Housing Plan”). The Off-Site Affordable Housing Plan shall:

i. identify the specific number of income restricted affordable housing units to be developed off-site (“Off-Site Income Restricted Units”), including the specific location of the Off-Site Income Restricted Units and any applicable development partner(s) that will support construction of these units;

ii. otherwise comply with the requirements of Section 2 with regard to level of affordability, mix of for-sale and rental development types, bedroom sizes, covenant length, and other requirements; and

iii. include information regarding the phasing of construction of the Off-Site Income Restricted Units alongside other development at the Project.

2.1.4 Integration
a. Developer shall integrate the Income Restricted Units within the market rate Residential Units and provide Income Restricted Units with access to all common amenities or services available within the Private Development.

b. The Developer shall also describe what public/private partnerships, tax credits, and similar tools will be used to construct and manage Income-Restricted Unit for 30% AMI and below units.

2.1.5 Compliance

a. No later than 90 Calendar Days prior to the start of each Private Development Milestone Period, during which housing is contemplated to be constructed, the Developer shall be required to deliver to the City’s Department of Housing Stability (HOST), Department of Economic Development and Opportunity (DEDO) and Community Planning and Development (CPD), for their review and approval, a Takedown Housing Plan stating how the Developer will comply with the Affordable Housing Plan’s requirements regarding Affordability Percentage, Level of Affordability, and mix requirements, with reasonable specificity but allowing for flexibility to respond to market conditions applicable to each contemplated Takedown.

b. Approval of a Takedown Housing Plan shall not be withheld so long as the Developer reasonably demonstrates that it will be in compliance with this Schedule 20 by the completion of such Private Development Milestone Period.

c. Notwithstanding the foregoing, it is acknowledged and agreed that if the development contemplated during a Private Development Milestone Period will not include housing the Takedown Housing Plan Requirements shall not apply.

d. The Takedown Housing Plan is intended to be a dynamic document that shall be more general at the commencement of a Private Development Milestone Period and will be further refined throughout such period to reflect each Takedown’s buildout status and then-current market conditions, all subject to the Private Development provisions in the Project Agreement.

e. To allow for periodic assessment of a Takedown Housing Plan, each Site Specific Development Plan shall set forth the square footage of development, broken down by use (residential or non-residential) and information regarding any Income Restricted Units included within each Site Specific Development Plan, as well as a cumulative total for the Project’s previously approved income restricted units with a covenant in place. The City may deny the approval of any Site Specific Development Plan unless and until the Site Specific Development Plan is revised to be consistent with the Takedown Housing Plan.

f. Upon completion of each Private Development Milestone Period, the Developer shall provide to the City a certificate of compliance with the Affordability Percentage, Level of Affordability, Mix Requirements and For Sale Requirement indicating the requirements of this Section 2 were met (“Compliance Certificate”).

g. Income Restricted Units shall be counted as produced at the time of recordation of a covenant; provided however, the Developer shall not be considered out of compliance with any Takedown Housing Plan if a sufficient number of proposed Income Restricted Units are under vertical construction at the time of such compliance review.

h. The City may deny issuance of further building permits or certificates of occupancy within the Private Development if the Developer reaches the end of any Private Development

1 The Developer is required to Takedown no less than 15 acres by December 31, 2025; an additional 10 acres by each of December 31, 2030 and December 31, 2035; and the remainder of the Private Development Area by December 31, 2040.
project agreement
schedule 20, community equity requirements

milestone period, except the initial private development milestone period, and is not in compliance with the requirements of this schedule 20.

i. for certainty, the takedown housing plan’s level of affordability, mix requirement and for sale requirements are calculated based upon the number of income restricted units constructed.

2.1.6 covenant requirements

a. for any income restricted rental unit building, or any building that may contain an income restricted rental unit, the owner of such building shall, as a condition to receipt of the first certificate of occupancy for a residential unit in the building, record in the real estate records of the city and county of denver a covenant, at developer’s election, that either (i) encumbers the land underlying such building; or (ii) encumbers the income restricted units included within such building (each a “rental covenant”), which shall constitute a covenant running with the land or the income restricted units, as applicable. each rental covenant shall provide that all income restricted rental units shall be occupied by tenants whose household income are at or below the ami limitation for such unit and that the rent for such unit shall not exceed the applicable income limitation for such unit. each rental covenant shall contain such other terms and restrictions as otherwise agreed by the city, and shall encumber such income restricted units for a period of not less than 60 years from the date of recording of the rental covenant.

b. for any income restricted for-sale units, the developer or the city shall, prior to and as a condition for the issuance of a certificate of occupancy, record in the real estate records of the city and county of denver a covenant on such in a form reasonably deemed advisable by the city (“for-sale covenant”), which shall constitute a covenant running with the land. each for-sale covenant shall provide that during the period during which such for-sale covenant is in effect, the income restricted for-sale unit shall be sold only to buyers with household incomes not exceeding the ami limitation for such unit and upon initial sale and each subsequent sale during the restricted period, the sale price for such unit shall not exceed the maximum sale price established by the dedo for such ami level. each for-sale covenant shall contain such other terms and restrictions in the city’s reasonable discretion and as otherwise approved by the city, and shall encumber the applicable unit for a period of not less than 60 years from the date of recording.

2.2 affirmative fair housing marketing plan requirements

developer shall submit an affirmative fair housing marketing plan (“afhmp”) in accordance with the fair housing act identifying how the developer will effectively market available income restricted units to potential buyers and renters within the immediate and surrounding neighborhoods of the project. the afhmp shall describe initial advertising, outreach (community contacts) and other marketing activities, which will inform potential buyers and renters of the existence of the income restricted units.

3. m/wbe utilization and development requirements

3.1 general policy objectives and applicability

a. the city values the impact that small, minority, and women-owned businesses play in the local economy. their success is essential to developing the city’s infrastructure, creating jobs in communities, and growing a diverse competitive business market.

b. the city is committed to advancing its vision of small business equity and sustainability through growing the capacity of our small, minority, and women-owned businesses, which shall include certified small, minority, and women-owned businesses. the city will provide significant opportunities among these businesses and ensure they benefit from the project. aligning with the division of small business opportunity’s (“dsbo”) mission to strengthen the city’s small, minority, and women-owned business community, this project’s small
business engagement initiatives are intended as a part of the City’s commitment to ensure small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project.

c. The Public Elements must comply with the requirements of this Section 3.

3.2 Goals

DSBO has established a M/WBE participation design goal of 35% and a construction goal of 30% for the total value of the D&C Work under the Project Agreement, which includes the value of all Change Orders, amendments, and modifications. In accordance with Chapter 28, Article III of the D.R.M.C., the Developer must demonstrate good faith efforts to meet this goal.

3.2.1 Summary of Goals Program
a. The Project Agreement is subject to all applicable provisions of:
   i. Article III, Divisions 1 and 3 of Chapter 28 of the D.R.M.C. (the “M/WBE Ordinance”) and all rules and regulations promulgated pursuant thereto; and
   ii. 

b. In accordance with the requirements of this Section 3, the Developer is committed to, at a minimum, meet the participation goals outlined herein.

c. Without limiting the general applicability of the foregoing, the Developer acknowledges its continuing duty, pursuant to Section 28-72, D.R.M.C., to meet and maintain throughout the Term of this Project Agreement, its participation and compliance commitments, and to ensure that all Subcontractors subject to the M/WBE Ordinance also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Executive Director of DSBO, in the imposition of sanctions against the Developer in accordance with Section 28-77, D.R.M.C.

3.2.2 M/WBE Design Goal
a. In accordance with the requirements of the M/WBE Ordinance, the Developer is committed to, at a minimum, meet the participation goal of 35% established for the design aspect of this Project (the “Design Goal”), utilizing properly certified M/WBE Subcontractors. The Design Goal must be met with certified participants as set forth in Section 28-55, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-67, D.R.M.C.

b. For compliance with the good faith effort requirements under Section 28-62(b)(2), D.R.M.C., the percentage solicitation level required for this Project is 100%.

3.2.3 M/WBE Construction Goal
a. In accordance with the requirements of the M/WBE Ordinance, the Developer is committed to, at a minimum, meet the participation goal of 30% established for the construction aspect of this Project (the “Construction Goal”), utilizing properly certified M/WBE Subcontractors.

b. For compliance with good faith effort requirements under Section 28-62(b)(2), D.R.M.C., the percentage solicitation level required for this project is 100%.

3.2.4 M/WBE O&M Requirements

[The City shall provide further information regarding M/WBE O&M Requirements in a subsequent Addendum.]

3.2.5 M/WBE Compliance Plan

2 The City may add further requirements in a subsequent Addendum related to SBE and/or DBE.
a. The Developer shall seek Approval from the City of the compliance plan submitted with the Developer’s Proposal (the “Proposal Compliance Plan”). Upon Approval by the City of the Proposal Compliance Plan, the Proposal Compliance Plan shall be referred to as the “Approved Compliance Plan.”

b. In addition to the Proposal Compliance Plan, the Developer shall have submitted to the City Statements of Commitment along with Letters of Intent from firms the Developer is committed to working with. Such Letters of Intent shall outline the scope of work and dollar values of each applicable Subcontract.

c. The Proposal Compliance Plan (and ultimately, the Approved Compliance Plan) must address the following:

i. Division of Work: a detailed program describing how the Developer will divide up the anticipated Work into economically feasible units calculated to maximize participation opportunities by women and minority-owned firms. The program concept should also include the Developer’s approach for meeting the Design Goal and the Construction Goal.

ii. Transparency: an approach to promote a level playing field and non-discrimination, by providing an open and transparent process. As an example: describing the debriefing process, how bid selections are made, and keeping record of each.

iii. Challenges and opportunities: an understanding of and insight into challenges, issues and risk faced by this Project while outlining opportunities to assist small, minority, and women-owned businesses. The Developer shall submit information on any programs it will utilize to provide technical assistance, advisory services, bonding assistance, joint ventures, and other services to minority and women-owned businesses utilized on the Project, and any Mentor Protégé program it will utilize with minority and women-owned businesses on the Project.

iv. Community outreach: detailed program for community outreach and support calculated to enhance and maximize participation opportunities for small, minority, and women-owned businesses.

v. Innovative Activities: creative strategies to incorporate new and existing, minority, and women-owned businesses in procurement activities, including for meeting participation goals where appropriate.

vi. Reporting: the Developer’s approach to monthly reporting of progress toward meeting the Approved Compliance Plan requirements for minority and women owned business utilization. The Developer’s M/WBE Coordinator will be primarily responsible for and the primary contact for M/WBE reporting.

vii. An “M/WBE Coordinator” identified as key personnel: the M/WBE Coordinator will manage locally established M/WBE requirements for the program including meeting local requirements and conformance to reporting requirements. The M/WBE Coordinator will also manage outreach and development efforts to small, minority and women owned businesses to improve subconsulting/subcontracting opportunities and assist in the administration of the Approved Compliance Plan.

The M/WBE Coordinator shall have experience managing locally established subconsulting/subcontracting requirements in the City, State, or other major urban areas. Experience should indicate success meeting local requirements, conformance to reporting requirements, and experience managing outreach and development efforts to small and local businesses to improve Subcontracting opportunities.
viii. Past Performance: the Developer shall have provided examples (up to a maximum of 5 projects) that provide examples of programs implemented by the Developer that have been successful in promoting the participation of small, minority and women-owned businesses. Projects similar in size and scope to this Project are highly desired.

ix. Mentor Protégé: documentation or a narrative noting how the Developer has used mentor-protégé relationships to help enhance small, minority or women-owned business participation in a project. The Developer should note if it is part of the City’s Mentor Protégé program, has been a part of this program or is considering being a part of the program. The Developer should also note its current Mentor Protégé relationships that may be through other programs, relationships, or agencies that it believes will be helpful on this Project. The Proposer should explain its commitment to encourage its lower tier subcontractors or subconsultants to be part of the City’s Mentor Protégé program.

d. The City and the Developer acknowledge the Approved Compliance Plan is a living document. The DSBO Compliance Officer and the Executive Director of DSBO may require the Developer to submit updates to the Approved Compliance Plan on a yearly basis in their discretion.

3.2.6 M/WBE Contract Requirements

The Developer shall be subject to certain M/WBE contract requirements which include the following:

a. Termination

i. The Developer was selected as the Preferred Proposer based upon a given level of M/WBE participation, and as such, the Developer shall not after the Effective Date:

A. fail to in fact utilize an M/WBE that was originally listed at Proposal submission in order to satisfy the participation goal, and that submitted a timely letter of intent, without substituting another M/WBE performing the same commercially useful function and dollar amount, or demonstrating each element of good faith efforts, as defined in Section d hereof, to substitute an M/WBE;

B. fail to allow an M/WBE functioning as a Subcontractor to perform the commercially useful function, the value of which was originally counted for that M/WBE as of the Effective Date;

C. modify or eliminate all or a portion of the scope of work attributable to an M/WBE upon which the Developer was selected as the Preferred Proposer without first complying with this Schedule 20, unless directed by the City;

D. terminate an M/WBE originally utilized as a Subcontractor as of the Effective Date without complying with this Schedule 20;

E. retaliate against any M/WBE that reports issues to DSBO;

F. participate in a conduit relationship with an M/WBE scheduled to perform Work;

G. otherwise fail to meet the participation goal without complying with good faith efforts requirements; or

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3 Additional detail to be provided in a subsequent Addendum.
H. commit any other violation of this Section 7, which constitutes a material breach of the Project Agreement, not mentioned above.

   ii. A failure to meet the requirements set forth herein shall constitute a Developer Default under Section 30.1 of the Project Agreement.

b. Commercially Useful Function

   i. To count a M/WBE’s participation toward the goal established for this Project or the commitments to the percentage of certified M/WBE utilization made by the Developer, the proposed M/WBE(s) must be certified as a M/WBE(s) with the City under the NAICS code that coincides with the scope of work that they will execute in the Project. The M/WBE firm must be certified as a M/WBE and perform a “commercially useful function”

   ii. For purposes of hereof, “commercially useful function” occurs when a M/WBE is responsible for execution of the Work of the Project and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the M/WBE must also be responsible, with respect to materials and supplies used on the Project, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a M/WBE is performing a commercially useful function, DSBO will evaluate the amount of Work Subcontracted, industry practices, whether the amount the firm is to be paid under this Agreement is proportionate with the Work it is actually performing and the M/WBE credit claimed for its performance of the Work, and other relevant factors.

c. Reporting

   i. The Developer will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO:

      A. Monthly M/WBE Participation report;
      B. DSBO Change Order Forms;
      C. M/WBE Final Lien Release Forms;
      D. B2G Online Payment Verification.

   ii. DSBO shall have prompt, full, and complete access to all Developer and Subcontractor personnel, books, and records required to monitor and assure performance of the Developer and the Developer’s adherence the M/WBE requirements.

   iii. The Developer and Subcontractors are required to retain all records of participation on this Project for seven years from the completion of the Project. This requirement flows down to all lower tier subcontractors.

   iv. Developer shall have the burden of proving its compliance with the requirements and obligations of this Section 7.1. DSBO is empowered to receive and investigate complaints and allegations by M/WBEs, third parties, or City personnel, or to initiate its own investigations regarding compliance with the requirements and obligations of Section 7.1. If DSBO determines in its sole discretion that an investigation is warranted, upon written notice of such investigation the affected party shall be obligated to cooperate fully with the investigation and shall have a continuing burden of providing complete, truthful information to the director and of otherwise proving compliance with the requirements and obligations herein.

d. Good Faith Efforts
The Developer is required to make good faith efforts to fulfill its commitment to M/WBEs participation/utilization throughout the duration of the Project Agreement.

[The City shall provide further information regarding good faith effort in a subsequent Addendum.]

4. WORKFORCE

4.1 General Policy Objective; Applicability

a. The Mayor and City Council are committed to ensuring that the City’s residents – particularly those from economically disadvantaged areas and backgrounds – benefit from unprecedented investments being made in the City’s infrastructure. The Developer will be required to identify specific actions the Developer will take to meaningfully engage and activate the community to improve the quality of life and integrate with adjacent communities – strengthening job training and placement on the Project, and partnering with the City to build the City’s workforce of the future.

b. Except as set forth in Section 4.2.1g, all Work related to the Public Elements must comply with the requirements of this Section 4.

4.2 Workforce Pilot

4.2.1 Workforce Plan – D&C

The Developer shall have submitted a proposed workforce plan with its Proposal (the “Proposal D&C Workforce Plan”). The Proposal D&C Workforce Plan shall at a minimum:

a. acknowledge the Developer’s commitment to coordinate and interface with WORKNOW and City employment services;

b. identify specific additional actions the Developer will take to increase awareness of employment opportunities including use of WORKNOW;

c. describe how the Developer will report its progress towards meeting goals, consistent with the objectives of the Denver Construction Career Pilot Program, including providing data on outreach, training, job opportunities, and the employment of people in Targeted Areas and Targeted Categories (defined in Section 4.2.3.). Targeted Categories will include: veterans, formerly incarcerated individuals, TANF recipients, individuals with a history of homelessness, individuals exiting the foster care system, and graduates of pre-apprentice programs. Targeted Areas are economically disadvantaged areas that will be identified by zip code;

d. describe how the Developer will meet apprenticeship requirements. Failure to exercise good faith efforts to meet or exceed the overall apprenticeship requirement will result in a reduction of payment to the Developer, which reductions will be capped. The Developer’s payments will not be reduced if it negotiates, and the City Approves, a compliance plan.

e. Apprenticeship requirements will include:

i. an overall apprenticeship requirement, which necessitates that 15% of construction hours be performed by apprentices in registered apprenticeship programs;

ii. a requirement that 25% of the overall apprenticeship requirement, met by the State’s residents, be performed by apprentices in registered apprenticeship programs who reside in targeted areas or that are from targeted populations; and

iii. a requirement that 25% of the overall apprenticeship requirement be performed by first year apprentices in registered apprenticeship programs;
f. specific additional actions the Developer will take to increase outreach, training, job opportunities, and employment in Target Categories;

g. with respect to the Private Development, include innovations encompassing the NWC’s pioneering spirit to foster innovation, entrepreneurship, independence, and ingenuity. The Developer will be required to identify specific actions it will take to meaningfully engage and activate the community to improve the quality of life and integrate with adjacent communities. Strategies could include but are not limited to:

i. increasing employee diversity through hiring certain populations, hiring the City’s residents, or those in Targeted Categories;

ii. staff-focused strategies such as bolstering on-site bilingual support, providing childcare options, or investing in transportation or parking solutions; and

iii. other strategies for maximizing the benefit of the Triangle to the adjoining neighborhoods, workforce development, and local businesses, providing opportunities for local firms and residents to engage in the Work.

The Developer shall submit to DEDO its Proposal D&C Workforce Plan for review, comment, and Approval. Upon Approval by DEDO of the Proposal D&C Workforce Plan, the Proposal D&C Workforce Plan shall be referred to as the “Approval D&C Workforce Plan.”

4.2.2 Workforce Plan – O&M

The Developer shall have submitted a proposed workforce plan with its Proposal (the “Proposal O&M Workforce Plan”). The quality of the Proposal O&M Workforce Plan will be scored as part of the RFP. The Proposal O&M Workforce Plan shall at a minimum:

a. identify a designated point of contact for workforce development activities;

b. post new positions online with Connecting Colorado at www.connectingcolorado.com (or an agreed upon centralized strategy);

c. participate in City led outreach and recruitment events;

d. utilize City employment support services to help build easy on-ramps to jobs on-site, including training and support services;

e. provide quarterly reports on the number of outreach and job fairs held or attended, including information about where it was held, who sponsored the event, and number of people hired at and or as a result of participating in the event; and

f. include innovations encompassing the NWC’s pioneering spirit to foster innovation, entrepreneurship, independence, and ingenuity. The Developer will be required to identify specific actions it will take to meaningfully engage and activate the community to improve the quality of life and integrate with adjacent communities. Strategies could include but are not limited to:

i. hiring Denver residents or those in Targeted Categories;

ii. site-specific staff-focused strategies such as bolstering bilingual support, providing childcare options, offering training for in-demand occupations and/or that support career advancement, providing transportation and parking solutions, and/or dedicating a specific space (stationary or mobile) to host an onsite workforce center providing access to services and programs; and

iii. other strategies for maximizing the benefit of the Project to the adjoining neighborhoods, workforce development, and local businesses, providing opportunities for local firms and residents to engage in the Work.
g. The Proposal O&M Workforce Plan must include:
   i. a proposed timeline and change management strategy as needs evolve over time; and
   ii. key indicators that will be regularly tracked and reported on quarterly to ensure execution of the Proposal O&M Workforce Plan.

The Developer shall submit to DEDO its Proposal O&M Workforce Plan for review, comment, and Approval. Upon Approval by DEDO of the Proposal O&M Workforce Plan, the Proposal O&M Workforce Plan shall be referred to as the “Approval O&M Workforce Plan.”

4.2.3 Certain Definitions

The following definitions shall apply with respect to this Section 4:

a. “Targeted Categories” are the Targeted Areas and Targeted Populations defined below.

b. “Targeted Areas” are economically disadvantaged areas of the City identified by zip code on the map attached as Annex B.

c. “Targeted Populations” are:
   i. Veterans - A “Veteran” is any person who has served any amount of time in any branch of the United States Armed Forces.
   ii. Formerly Incarcerated Individuals – A “Formerly Incarcerated Individual” is anyone incarcerated for any amount of time because of a felony conviction.
   iii. TANF Recipients – Individuals who have been Temporary Assistance for Needy Families (“TANF”) recipients within the last two years.
   iv. History of Homelessness – People have a History of Homelessness if they are living in a place not meant for human habitation, in an emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided. People who lose their primary nighttime residence, which may include a motel or hotel, or a doubled-up situation also have a History of Homelessness. Individuals who are or have in the past two years lived in public or private shelters or transitional housing have a History of Homelessness.
   v. Exiting the foster care system - Individuals who attest that they have aged out of the foster care system, or who have attained 16 years of age and left foster care for kinship, guardianship or adoption qualify as having exited the foster care system whether or not they return to their foster families before turning 18.
   vi. Graduates of pre-apprentice programs approved by the City’s Office of Economic Development in partnership with WORKNOW.

4.2.4 Apprenticeship

a. Overall Apprenticeship Requirement: 15% of Construction Hours will be performed by apprentices in registered apprenticeship programs (“Overall Apprenticeship Requirement”).

b. Targeted Category Requirement: 25% of the Overall Apprenticeship Requirement that are performed by Colorado residents will be performed by apprentices in registered apprenticeship programs who reside in Targeted Areas or that are from Targeted Populations (“Targeted Category Requirement”).

c. First Year Apprentice Requirement: 25% of the Overall Apprenticeship Requirement will be performed by first year apprentices in registered apprenticeship programs (“First Year Apprentice Requirement”).
d. Apprentices may be counted in all applicable categories for purposes of meeting the requirements herein.

e. “Construction Hours” are the hours of every worker, mechanic or other laborer employed by the Developer or its Subcontractors in the work of construction, alteration, improvement, maintenance or demolition as documented in LCPtracker.

4.2.5 Failure to Achieve Overall Apprenticeship Requirements.

The Developer must exercise good faith efforts to meet or exceed the Overall Apprenticeship Requirement. The Developer’s failure to deliver this scope item and achieve the stated Overall Apprenticeship Requirement as established by the apprentice work hours reflected in LCPtracker (or its replacement if LCPtracker is replaced) will result in a reduction in payment to the Developer. If the Developer does not meet or exceed the Overall Apprenticeship Requirement at Substantial Completion, the City will reduce the Developer’s final payment by $29 for each hour of apprentice work not achieved as reflected by LCPtracker up to a maximum of $1,175,668.00. The Developer’s final payment shall not be reduced if it negotiates and the City Approves a compliance plan.

5. DESIGN AND PLACEMAKING

5.1 Denver’s Public Art Program

Denver’s Public Art Program was established in 1988 through Executive Order No. 92. The purpose of the order was to “…establish policies and procedures for the funding and implementation of a public art program for the City and County of Denver. The intent of the program was to…expand the opportunities for Denver residents to experience art in public places, thereby creating more visually pleasing and human environments.”

5.2 Requirements

a. The Triangle is a Project of the City and is subject to the public art ordinance requirements. Developer shall reasonably cooperate and coordinate with Denver Arts and Venues (“AVD”) and any artist, contractor, or subcontractor designing, relocating, and installing public art at or in conjunction with the Project.

b. The Developer shall set aside 1% of the total budgeted D&C Work costs at Financial Close for the inclusion of art in the design and construction on the Site.

c. Revised language for the Public Art Program was brought before City Council and became law in 1991, D.R.M.C. 20-85 et seq. Refer to the National Western Center Public Art Master Plan in the Reference Documents for additional information.

d. AVD is solely responsible for the administration and implementation of Denver’s Public Art Program as defined by ordinance. In addition, to the public art ordinance, AVD follows a set of guidelines outlined in the Public Art Policy document, with oversight from the Denver Commission on Cultural Affairs, to implement the program.

6. COMMUNITY SUPPORT

6.1 Overall Policy Objectives

The City is committed to creating an inclusive economy that works for everyone, and ensuring that all residents have the opportunity to participate in the future growth of our City. The City believes in empowering our neighborhoods to have a greater say in what affects the character and design of their community.
6.2 Community Outreach and Impact Mitigation

The Developer shall have provided a plan with its Proposal addressing the following elements of the Project that are of particular importance to the Globeville and Elyria Swansea neighborhoods and the City:

a. plans to provide full pedestrian connectivity to the RTD NWC Station and construction of new public pedestrian connections to integrate the Triangle and surrounding neighborhoods with the RTD NWC Station;
b. community meetings and plan for notification to the City of anticipated construction activities that may generate temporary closures, noise, dust, or other potential disturbances;
c. mitigation of noise, dust, and adherence to other environmental commitments;
d. youth involvement and education; and
e. strategies to mitigate displacement of residents of the Globeville and Elyria Swansea neighborhoods.

6.3 Community Investment Fund

a. Pursuant to the Framework Agreement, the Authority will develop a community investment fund to fund projects and programs benefitting the Globeville, Elyria and Swansea neighborhoods (“Community Investment Fund”). The Authority will, at a minimum, require that all vendors, concessionaires, and retail establishments on the NWC Campus provide an opportunity for customers to “round up” their payments and collect such donations for the benefit of the Community Investment Fund.

b. The Developer shall coordinate with the Authority to implement the Community Investment Fund “round up” on any and all applicable activities on the Site.

6.4 Design Elements

The Developer shall address community equity through the design of buildings, streets and public spaces and by engaging the community in the design of such elements. Preservation, rehabilitation, and adaptive reuse of the Cultural Buildings shall also adhere to the following principles.

a. Private Development on the Triangle shall participate in the National Western Center Strategic Architecture and Design Leadership (“SADL”) body review process, including presentations to the National Western Center Citizen Advisory Committee (“NWCCAC”) to share and receive feedback on the design of buildings, public spaces, interpretive elements, and other features of future projects.

b. The Developer shall design all elements of the NWC Campus, including the Triangle Facilities, the Triangle Common Areas, Public Elements, Private Development, and other public space, buildings and site elements, in a manner that furthers equity goals identified in Denver’s Comprehensive Plan 2040, Blueprint Denver, and other adopted policies.

c. The Developer shall design the campus to be accessible and inviting to all, including residents of the surrounding neighborhoods, visitors, employees, and other campus users.

d. The Developer shall design buildings, public spaces, and streets in a manner that enhances connectivity within the NWC Campus, to surrounding neighborhoods, to the South Platte River, and to the NWC RTD Station.

e. The Developer shall design public spaces and circulation routes to maximize the perception of safety for all users, including those traveling through or visiting the NWC Campus.
f. The Developer shall, through the design of public spaces and elements adjacent to public spaces, incorporate educational components, interpretive elements, signage, art, and other features that share and/or celebrate the history and culture of the Site and Adjacent Communities.

g. The Developer shall seek opportunities to engage stakeholders, including residents of the surrounding neighborhoods, in the direct design of public spaces on the NWC Campus, to potentially include the content of placemaking elements such as educational components, interpretive elements, signage, art, and other features.

6.5 Environmental Programs

As detailed elsewhere, the Developer shall work with the City to improve the overall environmental condition of the site. The environmental activities set forth in Section 10 of Schedule 15 will focus on asbestos abatement and management of known environmental conditions, including the tetrachloroethylene ("PCE") plume on the Triangle. The Developer shall also explore the use of renewable energy resources, including solar and utilization of sewer heat recovery energy for heating and cooling through the Campus Energy Provider. All Facilities will meet the requirements of the Green Buildings Ordinance and the City's LEED Gold standards for new facilities. The City will remediate the Vasquez Boulevard I-70 Superfund Site Operable Unit 2 on the Coliseum Parking Lots in conjunction with development plans for the Triangle.

6.6 Community Support Requirements

[The City anticipates providing additional community support requirements in a subsequent Addendum.]

7. ADDITIONAL REQUIREMENTS

7.1 Equal Employment Opportunity

The Developer shall be subject to the equal employment opportunity provisions in Annex C.

7.2 No Discrimination in Employment

In connection with the performance of the Work, the Developer shall not, and shall ensure that its Subcontractors shall not, refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, gender identity or gender expression, marital status, and/or physical and mental disability.

7.3 Standing with Immigrants and Refugees; Public Safety Enforcement Priorities Act

The Developer shall comply with Section 8 of Executive Order No. 142 (2017) as if it were an agency of the City, shall not undertake any activity that such executive order prohibits with respect to City conduct, and shall not take, or permit any Developer-Related Entity to take, any action (or refrain from taking any action) that would directly or indirectly prejudice or frustrate the City's compliance with such Executive Order or the Public Safety Enforcement Priorities Act (City Ordinance 17-0940 (2017)).

7.4 Wage Requirements

7.4.1 Minimum Wage

In the performance of all Work related to the Public Elements the Developer shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. sections. By executing this Project Agreement, the
Developer expressly acknowledges that the Developer is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by the Developer, or any other individual or entity acting subject to this Project Agreement, to strictly comply with the foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein.

7.4.2 Prevailing Wage

a. Developer shall comply with and be bound by all requirements and conditions of the City’s Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised.

b. For purposes of this Project Agreement, the date the bid or request for proposal was advertised is March 1, 2019, the date of issuance of the Request for Qualifications for the Triangle Project.

c. Prevailing wage and fringe rates will adjust on the yearly anniversary of the foregoing date. Unless expressly provided for in this Agreement, the Developer will receive no additional compensation for increases in prevailing wages or fringe benefits.

d. The Developer shall provide the City Auditor with a list of all Subcontractors providing any services under the contract.

e. The Developer shall provide the City Auditor with electronically-certified payroll records for all covered workers employed under the contract.

f. The Developer shall prominently post at the Site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the City Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

g. If the Developer fails to pay workers as required by the Prevailing Wage Ordinance, the Developer will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if the Developer fails to pay required wages and fringe benefits.

7.4.3 Living Wage

a. Pursuant to the D.R.M.C., every person employed by any contractor or subcontractor to the City, pursuant to a direct service contract with the City, engaged in the work of a parking lot attendant, security guard, or child care worker at any public building or public parking facility owned by the City, or clerical support worker (the “covered workers”), shall be paid not less than a "living wage" as defined and determined under Section 20-80, D.M.R.C.

b. In performance of all Work, the Developer agrees to comply with and be bound by all requirements and conditions of the City’s Payment of Living Wages Ordinance, Section 20-80, DRMC.

c. Covered workers shall not be paid less than the wage from time to time determined to be the living wage under Section 20-80(c).

d. The Developer and each of its Subcontractors shall pay every worker employed by it directly upon the site of the Work the full amounts accrued at the time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, for each class of employees performing work for the Developer and its Subcontractors under the Project Agreement. Increases in living wages subsequent to the Effective Date for a period not to exceed one (1) year shall not be mandatory on either the Developer or Subcontractors. Future increases in living wages on contracts whose
period of performance exceeds one (1) year shall be mandatory for the Developer and Subcontractors only on the yearly anniversary date of the Project Agreement. Except as provided below, in no event shall any increases in living wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the City, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the City. Notwithstanding the foregoing, the City may determine and may expressly provide at a later time that the City will reimburse the Developer or Subcontractor at the increased living wage rate(s). Decreases in living wages subsequent to the date of the contract shall not be permitted.

e. Living wages shall be equal to the amount set forth as the poverty guideline for the 48 contiguous states and the District of Columbia for a family unit of four, updated annually in the Federal Register by the U.S. Department of Health and Human Services under authority of 42 U.S.C. § 9902(2), divided by the number 2080.

f. The Developer shall furnish or shall cause to be furnished to the City Auditor or their representative, each week during which Work is performed under the Project Agreement, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the living wage ordinance applies. All such payroll records shall include information showing the actual number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Developer that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Developer or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Schedule 20.

g. If any worker to whom the living wages are to be paid, employed by the Developer or any Subcontractor to perform work under the Project Agreement, has not been or is not being paid a rate of wages required hereunder, the City may by written notice to the Developer terminate the Project Agreement subject to Section 31 of the Project Agreement. Notwithstanding the foregoing, the issuance of a stop-work order shall not relieve the Developer or its sureties of any obligations or liabilities to the City under the Project Agreement, including liability to the City for any extra costs incurred by it in obtaining substitute services while any such stop-work order is in effect or following termination for such cause. The City shall not be obligated to pay the Developer any payments until furnished evidence from the Developer has been provided and that illustrates the payment in question has been corrected.

Failure to comply with this Section 7 shall constitute a Developer Default under Section 30.1 of the Project Agreement. In addition, Developer and/or applicable Subcontractors may be subject to sanctions, penalties or debarment under the DRMC.
ANNEX A
Latest Change to Prevailing Wage Schedules
ANNEX C
Equal Employment Opportunity

1. The Developer will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.

3. The Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Developer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Developer will comply with all provisions of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and the Director.

5. The Developer will furnish all information and reports required by Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Developer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Developer may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.

7. The Developer will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding on each subcontractor or supplier. The Developer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

8. The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Developer agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance.
agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

9. The Developer will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Manager and Director. In addition, the Developer agrees that failure or refusal to comply with these undertakings the Manager may take any or all of the following actions:

   A. Cancellation, termination, or suspension in whole or in part of this contract.
   B. Refrain from extending any further assistance to the applicant under the program with respect to which the failure occurred until satisfactory assurance of future compliance has been received from such applicant.
   C. Refer the case to the City Attorney for appropriate legal proceedings.
Schedule 21
Stakeholder Communications

1. GENERAL REQUIREMENTS

1.1 Developer Responsibilities

a. The Developer shall be responsible for communicating overall coping information during both the D&C Period and the O&M Period, including details about environmental information, traffic and transit implications, noise, major programming announcements, and other activities that affect residents and businesses.

b. The Developer shall develop a Strategic Communications Plan, comply with certain staff requirements, and provide public notifications, all as set forth further herein. The Developer shall collaborate with the City to develop key messages related to the Project Agreement and funding, D&C Work and O&M Work. The City shall have final Approval before the messages are disseminated.

1.2 City Responsibilities

a. The City shall be responsible for communicating the overall vision on the Project, including: the need for the Project, the work that will be done, how the Project will benefit visitors and customers, how the Project fits into the community, and how the Project fits into broader NWC development plans.

b. Under the Framework Agreement, the Authority has the responsibility to implement a marketing plan for the NWC Campus and coordinate all community outreach and public relations related to programming and other NWC Campus-wide matters. The Authority is the brand manager for the NWC and is responsible for the image, positioning of and messaging about the NWC. The Authority oversees communications and manages official brand assets including but not limited to: website, social media accounts, newsletters, and logos.

2. STAFF REQUIREMENTS

a. The Developer shall establish a Project Communications Team through which its communication and public outreach activities will be coordinated. The Project Communications Team shall include a single point of contact responsible for coordinating Project communications with the City.

b. The Developer shall provide a full-time Community Engagement and Outreach Manager (the “CEOM”). The CEOM shall have: (i) a minimum of seven years’ professional experience working on design-build construction projects and a practical understanding of construction schedules, MOT plans, and work performance processes; (ii) experience with, and understanding of, complexities and importance of maintaining good relationships between the Project and government, businesses, residents, the general public, and other stakeholders; and (iii) experience with implementing communication and public involvement plans on projects of similar scope, value, nature, and complexity to the Project. The CEOM shall be responsible for overseeing all public information (“PI”) communications efforts during the Term. The CEOM shall be located at the selected project office (during construction) and with the Developer’s operations teams during the O&M Period to ensure that they are constantly knowledgeable of Project developments.

c. The Developer shall provide a Spanish/English bilingual community liaison with experience in and knowledge of the Globeville-Swansea-Elyria neighborhoods (the “Community Liaison”). The Community Liaison shall work full time during the D&C Period and O&M Period. The Community Liaison shall coordinate closely with the City (including City agencies such as DSBO and HOST) and be responsible throughout the Term for ensuring that local residents, businesses, and nonprofit groups are informed about the Project and...
have a single point of contact for all questions and concerns. The Community Liaison shall be available on-site at the selected project office (during the D&C Period) and with the Developer’s operations teams during the O&M Period, at a frequency mutually agreed upon by the Developer and the City.

3. **STAFF COORDINATION**

3.1 **Developer’s Communications Team**

Prior to the issuance of NTP1, the Developer shall submit to the City the names and resumes of all members of its Project Communications Team with assigned roles and responsibilities and provide a staff availability list covering all days and hours during the D&C Period. The Developer shall update such information quarterly during the D&C Period and annually thereafter throughout the Term (reflecting coverage during the O&M Period) and at such other times as are reasonably necessary to ensure such information remains up to date.

3.2 **NWC Campus Communication Coordination**

a. Throughout the duration of the Term, the Developer shall participate in marketing-communications meetings monthly, or as otherwise hosted by the Authority, to include the representatives of the City’s communication function (including NWCO during the D&C Period), and the parties to the Framework Agreement.

b. Throughout the D&C Period Developer shall participate in constructions communications meetings with the City and the Authority.

4. **PUBLIC INVOLVEMENT SERVICES CONTACT SHEET**

a. The Developer shall prepare a list containing contact information for stakeholders (the “PI Contact Sheet”). The PI Contact Sheet shall be submitted to the City prior to the issuance of NTP1 and updated annually throughout the Term and at such other times as are reasonably required to ensure that such information remains up to date.

b. The PI Contact Sheet shall include:

i. The Developer and shall specifically include:
   A. Project Director;
   B. Project Communications Manager;
   C. Community Liaison; and
   D. As relevant: a general manager, facilities manager, programming / events manager, and security director;

ii. City and County of Denver and shall specifically include:
   A. Mayor’s Office;
   B. Mayor’s Office of Performance Based Infrastructure (“PBI”) and Mayor’s Office of the National Western Center (“NWCO”);
   C. Department of Transportation and Infrastructure;
   D. CPD;
   E. Denver Economic Development and Opportunity;
   F. Arts and Venues;
   G. Fire/rescue; and
   H. Police department;

iii. Local, regional, and state government officials;
iv. National Western Center Authority;
v. National Western Center Citizens Advisory Committee;
vi. Western Stock Show Association;
 vii. Key community stakeholders, to be provided by the City to the Developer;
viii. Railroads;
ix. Colorado Department of Transportation;
x. Regional Transportation District; and
xi. Utility Owners.

5. PUBLIC INFORMATION OUTREACH TOOLS

The Developer shall provide a PI Toolbox based on the tools and protocols in Table 21-1 with the flexibility to meet different stakeholder needs. The Developer shall continue to coordinate with the City to ensure that the tools employed during the Project are effective. All PI materials shall be provided in English and Spanish, unless approved otherwise by the City. The tools below are based on current utilization, and updates throughout the Term are anticipated.

5.1 Table 21-1 PI Toolbox: Outreach Tools, Protocols and Periods

<table>
<thead>
<tr>
<th>Tool</th>
<th>Protocol</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>Developer shall establish and maintain access</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>311 Help Center</td>
<td>City shall operate, Developer shall contribute</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>Information Line (to support Help Center)</td>
<td>Developer Shall Operate</td>
<td>O&amp;M Period</td>
</tr>
<tr>
<td>Email</td>
<td>Developer shall establish and maintain access</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>Outgoing text platform</td>
<td>Developer shall utilize existing text platform</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>Project Website</td>
<td>Developer shall utilize existing Project website</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>Website Contributions</td>
<td>Developer shall create content</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>Flyers / Printouts</td>
<td>Developer shall create</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>Newsletters</td>
<td>Developer shall create</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>Public Meetings</td>
<td>Developer shall host</td>
<td>D&amp;C Period</td>
</tr>
</tbody>
</table>
**5.2 Response and Deliverables Protocol**

**5.2.1 Responses**

a. The Developer shall comply with Table 21-1 in responding to communications from stakeholders and the public.

b. Developer shall establish and maintain from the point of award throughout the Term a PI office equipped with all necessary means of communication. The PI telephone line shall be the City's current Project hotline number. The voicemail for the PI telephone line shall be recorded in English and Spanish and provide an updated message each week, or as otherwise necessary, concerning relevant completion dates and forthcoming activities on the Project. If unable to answer the PI telephone line, the Developer shall check and respond to voicemail messages throughout each day. The PI email address will automatically confirm receipt of messages in English and Spanish and provide an updated message each week, or each day if necessary, concerning relevant completion dates and forthcoming activities on the Project. Emails will be responded to within 48 hours. Text platform to communicate impacts will be used.

**5.2.2 Inquiries**

Throughout the Term, the Developer shall track inquiries made by citizens and businesses, including names, addresses, phone numbers, e-mail addresses and follow-up action taken in response to inquiries. Inquiries and any follow-up action shall be entered into a project management software program (during the D&C Period at a minimum). The project management software shall provide an automated report to the City and the Developer each month. All inquiries and complaints shall be followed up with a return phone call or email from either the Developer and/or, when necessary, the City. The same protocols shall be followed during the O&M Period. The following information shall be recorded:

a. Date and time of call;

### Schedule 21 - Stakeholder Communications

<table>
<thead>
<tr>
<th>Public Meetings</th>
<th>Developer shall participate</th>
<th>O&amp;M Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Opportunity Meetings</td>
<td>Developer shall lead</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>Contact Tracker</td>
<td>Developer shall track</td>
<td>D&amp;C Period and O&amp;M Period</td>
</tr>
<tr>
<td>Tours</td>
<td>Developer shall participate</td>
<td>D&amp;C Period through 2024</td>
</tr>
<tr>
<td>Tours</td>
<td>Developer shall lead</td>
<td>2024 - Substantial Completion</td>
</tr>
<tr>
<td>Tours</td>
<td>Developer shall support</td>
<td>O&amp;M Period</td>
</tr>
</tbody>
</table>
b. Contact information (name, phone number, street address, and e-mail address);  
c. Location and description of complaint and/or request; and  
d. Response provided including date and manner of response and whether request was 
   relayed to the City for response.

5.2.3 Public Meetings

Throughout the duration of the Term, the Developer shall participate in or hold public meetings. These meetings will occur, at a minimum, according to the following:

a. The Developer shall host and facilitate one in person public meeting within one month after 
   the issuance of NTP1 to introduce Key Personnel, including a single point of contact (the 
   CEOM) to the local community.

b. During the D&C Period, public meetings shall be held at least quarterly.

c. During the O&M Period, public meetings shall be held at least bi-annually. The agenda for 
   each meeting shall be the responsibility of the Project Communications Manager and shall 
   be submitted to the City in advance of each meeting. This meeting shall provide the 
   Developer an ongoing opportunity to receive input from the public on the impact of 
   development and programming, and to keep the public informed of upcoming activity.

d. The agenda for all public meetings shall be submitted to the City for acceptance two weeks 
   prior to the meeting date.

e. All public meetings shall be held either at the project site or hosted in a neighborhood 
   location close to the upcoming D&C Work or O&M Work. During the D&C Period, and in 
   order to remove barriers to public participation, the Developer shall provide childcare, food, 
   and appropriate language translators at public meetings designed to achieve broad 
   participation from Project area residents, unless it is determined by mutual agreement of 
   the City and the Developer that these services are not necessary.

f. The Developer shall inform attendees of all public meetings of Project plans and schedules 
   and provide information on how to receive updates on the Project (via email address list 
   and/or the City’s preferred email system). The Developer shall provide Project displays 
   that explain information on D&C Work, environmental commitments and information, O&M 
   Work, phasing, and traffic impacts. Project displays and other presentation materials used 
   at the public meetings shall be of professional quality and designed to clearly convey 
   accurate Project information to a non-technical audience. All displays shall be provided in 
   English and Spanish. Developer shall make printed news and information about the 
   Project available at public meetings.

g. The Developer shall, in coordination with the City, respond to all feasible requests to attend 
   community and stakeholder meetings or community events, such as those organized by 
   nonprofit groups and neighborhood and business associations. The Developer shall 
   provide appropriate technical staff, as required.

5.2.4 Business Meeting

In addition to the public meetings required to be held pursuant to Section 5.2.3, the Developer shall 
organize and lead at least two public meetings specifically focused on local and regional business 
opportunities and impacts within two months after the issuance of NTP1 and shall host additional 
meetings focused on local and regional business impacts at designated project phases (e.g. major 
or extended closures) as identified by the City.

5.2.5 Website Updates

The Developer shall produce and contribute City-approved content for the NWC website regarding 
updates on the Project. Updates shall, as applicable, contain all appropriate links to/from other
websites (e.g., local city, county, bus service, and detour maps). The Developer will ensure the NWC website information is current, and reviewed at least monthly.

5.2.6 Project Newsletters

a. Throughout the D&C Period, the Developer shall, at least quarterly, prepare and distribute content for a key milestone-driven newsletter. The content shall be approved by the City and distributed in coordination with the Authority. The newsletter shall be provided in English and Spanish. The first newsletter shall be distributed within 30 Calendar Days following the issuance of NTP2. The Developer shall provide a list of all subscribers to the newsletter.

b. The newsletter shall at a minimum provide:
   i. News and updates about the D&C Work;
   ii. Summary information on the Project’s purpose and schedule (or a link to this information on the NWC website);
   iii. Any upcoming job fairs or opportunities;
   iv. PI telephone line, email address, web address, Project map and a construction safety message (or a link to this information on the NWC website); and
   v. Other matters reasonably requested by the City.

c. The newsletter shall be submitted to the City for acceptance prior to distribution. The City shall provide the Developer a newsletter template which will include the Project logo. The Developer shall be responsible for distribution of the newsletter to the master distribution list of contacts as well as newsletter subscribers interested in construction updates.

d. The Developer shall provide access to limited English proficient (“LEP”) persons. The Developer’s Community Liaison shall ensure LEP assistance for the Project including, but not limited to, translation during individual conversations and short communication materials such as door hangers or NWC website updates. The Developer shall document all measures taken to communicate with LEP persons and record all requests for language assistance and submit details thereof in the DCCP quarterly report and the OMCP quarterly report.

e. Throughout the D&C Period the Developer shall utilize door-to-door outreach, personal phone calls and related activities. The use of these activities shall be discussed at the Strategic Communication meetings and mutually agreed upon by the Developer and the City.

f. The Developer shall take and submit photos/videos of the Work on regular intervals. These photographs/videos may be used by the City and the Authority for use in reports to interested agencies, social media, and flyers. The Developer shall provide professional aerial photographs annually to show progress of the site during the D&C Period.

5.2.7 Tours and Communication Events

The Developer shall, at the request of the City, participate in all media, business and government official tours of the construction areas. At the completion of Phase I & II Facilities, the Developer shall assume responsibility for construction tours. During the O&M Period, the Developer and the City shall collaborate to host tours and communication events. The Developer shall participate in the coordination and delivery of communication events (e.g. groundbreaking or grand openings).

5.2.8 Project Identification Signing

The Developer shall provide one large project identification sign for each direction of travel along Brighton Boulevard, 46th Avenue and I-70. Sign layout and position shall be in accordance with the signage plan and accepted by the City prior to installation. Project identification signs shall be
installed within 14 Calendar Days following the issuance of NTP2. Project identification signs shall contain the following information:

a. Project logo (will require review)
b. Project start and estimated completion dates; and
c. Developer name and PI telephone line, email address and NWC website.

5.3 Table 21-2 Response Protocol

<table>
<thead>
<tr>
<th>Type of Communication</th>
<th>Timing of Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>311 Help Center</td>
<td>Check messages throughout day</td>
</tr>
<tr>
<td>Referrals</td>
<td>Respond within 48 hours (including weekends if work is occurring)</td>
</tr>
<tr>
<td>Email</td>
<td>Respond within 48 hours (including weekends if work is occurring)</td>
</tr>
<tr>
<td>Call from City</td>
<td>As soon as possible (no later than 24 hours)</td>
</tr>
<tr>
<td>Webpage and social media inquiries</td>
<td>Respond within 48 hours (including weekends if work is occurring)</td>
</tr>
<tr>
<td>Public meeting inquiries</td>
<td>Within one week of the meeting</td>
</tr>
</tbody>
</table>

6. STRATEGIC COMMUNICATIONS PLANS

6.1 General Requirements

a. The Developer shall, in coordination with the City, develop, execute and maintain the Strategic Communications Plan during the D&C Period and the O&M Period. The distinct needs during the D&C Period and the O&M Period will require different approaches and tactics from the Developer.

b. The Strategic Communications Plan shall address the following stakeholders:

i. Members of Denver City Council, including members in whose district the subject property is located and at-large members;

ii. Property owners and tenants in neighborhoods adjacent to the Project boundaries;

iii. Registered neighborhood organizations with interest in the Project;

iv. Community organizations including schools, religious assemblies, and other community-based non-profit organizations;

v. Presence of a diverse community, including non-English speakers and limited English proficient residents and business owners, in close proximity to the Project;

vi. Presence of an environmental justice community; relevant due to the superfund conditions on the site prior to cleanup and development;

vii. Current and future strategic partners, including but not limited to: City and County of Denver, Western Stock Show Association, Colorado State University, History Colorado, Denver Museum of Nature and Science, and National Western Center Authority.

viii. The broader Denver constituency and taxpaying community which voted for Phases I & II funding;
ix. Future tenant and NWC Campus occupants, and potentially competing priorities with the community;

x. Large, separate infrastructure projects planned near the Project area including the development of Phases I & II of the NWC Campus, the development of the RTD N Line, the Central 70 expansion, and the World Trade Center private development;

xi. The business community, and appropriate opportunities for local, national and global businesses to engage in the project; and

xii. Use of a public-private partnership to deliver this Project.

c. The Strategic Communications Plan shall consist of the following:

i. Individual plans to ensure well-coordinated two-way communications during each phase of the project, including:
   A. D&C Period Communications Plan ("DCCP");
   B. O&M Period Communications Plan ("OMCP");
      1. Tenant Communication Plan ("TCP");
      2. Stock Show Communications Plan ("SSCP");
      3. Event Communications Plan ("ECP");
   C. Community Equity Communications Plan ("CECP");
   D. Crisis Communications Plan ("CCP"); and

ii. Planned communications strategies, including modalities and frequencies;

iii. Primary stakeholder communications lists; and

iv. Identification of any public information challenges and proposed approaches.

d. Each plan shall be submitted to the City for Approval according to the timelines provided in this Schedule 21.

e. The Developer shall monitor and improve the effectiveness of each plan and resubmit for the Strategic Communications Plan for Acceptance annually upon the anniversary of the initial Approval by the City or whenever the following conditions exist:

i. Plan or procedure no longer adequately addresses the matters it was originally intended to address;

ii. Plan or procedure does not conform to the requirements of the Project Agreement;

iii. Audit by the Developer or the City identifies a deficiency requiring an update; or

iv. Organizational structure changes require revision to a plan.

f. The Developer shall clearly identify in a cover sheet what changes were made in each update to expedite the City’s review, and shall provide a red line and a final copy of the resubmitted Strategic Communications Plan.

6.2 Specific Responsibilities:

6.2.1 Government Relations

Throughout the Term, all communication requests received by the Developer from Governmental Authorities shall be immediately referred to the City (not including those requests related to Project management or coordination for Local Agency Permits). The Developer shall assist in giving timely information to the City regarding construction activities, and shall participate in meetings as requested.
6.2.2 Media Requests

The Developer shall make project managers, supervisors, and other area experts available to the City for assistance in media requests. The Developer shall also assist in media site visits and adhere to media deadlines when possible.

6.2.3 Community Relations

Throughout the Term, the Developer shall take timely action to respond to incoming community concerns under advisement from the City. Additionally, the Developer shall provide information and/or take action to respond to concerns presented directly to the City within a reasonable timeframe or as determined by the City.

7. D&C PERIOD COMMUNICATIONS PLAN

7.1 General Requirements

a. The Developer shall prepare and maintain a DCCP to develop two-way communication of Project information with the public. The DCCP shall be used by the Developer throughout the duration of the D&C Period to manage and implement the PI process. The DCCP shall be submitted to the City for Approval prior to the issuance of NTP1.

b. The DCCP shall include contact with the community, Government and business stakeholders.

c. The Developer shall use a variety of strategic PI approaches and tools to ensure that stakeholders have accurate information about the expected Project schedule, progress and construction impacts, as well as address issues as they arise.

d. When necessary, PI strategies shall be tailored to individual stakeholders and shall specify which approaches and tools will be used to disseminate information to the partners identified in Section 4.

e. Community outreach and notification requirements provide that the Developer shall meet all current codes, policies, and standards from CPD in effect at the time of applying for a future land use entitlement or approval, which may include but not be limited to requirements for community information meetings; notification of adjacent property owners, businesses, and residents; and public hearings before the Denver Planning Board or Denver City Council. This outreach includes, but is not limited to zoning proposals.

7.2 DCCP Outreach Strategies

7.2.1 Coping Strategies

The Developer shall develop and implement community and business relations strategies that communicate coping messages to stakeholders including those listed in Section 4 of this Schedule 21. Coping messages shall focus on providing stakeholders with the information they need to make short-term and long-term decisions about how they can deal with the D&C Work and O&M Work with as little disruption as possible.

7.2.2 Environmental Information

a. The DCCP shall describe an overall plan for communicating environmental information, including the Developer’s environmental commitments, with the public. Such description shall include:

i. Process for responding to environment-related inquiries from stakeholders and the public;

ii. Outreach tools (e.g. graphics and videos) developed to explain complex environmental topics; and
iii. Environmental information to be incorporated into broader outreach tools, including public meetings and project newsletters.

b. The DCCP shall develop a plan for coordinating any environmental mitigation requirements as provided in Section 10 (Environmental) of Schedule 15, as they pertain to stakeholders including those listed in Section 4 of this Schedule 21, to ensure that stakeholders are aware of and participate in those areas where appropriate.

7.2.3 Traffic and Noise
The DCCP shall develop a plan for communicating the scheduling of high traffic and noise events with individual property owners and impacted communities.

7.2.4 Coordination with Local Schools
The DCCP shall develop a plan for coordinating with the City’s Safe Routes to School Coordinator to verify walking and biking maps are up-to-date and reflect any changes in access during the D&C Period. The DCCP shall develop a plan for coordinating with Denver Public Schools, and all schools within close proximity of the Project, including Swansea Elementary School.

7.2.5 Access to Transit and Pedestrian and Bicycle Routes
The DCCP shall identify a plan for communicating to the public and other associated stakeholders any significant impacts and route changes pertaining to mass transit, bicycles, pedestrian and handicap mobility.

7.2.6 Equity Package Construction Related Requirements
The DCCP shall describe a process for continuing to engage the community in the execution of the commitments set forth in Schedule 20 (Community Equity Requirements), including affordable housing and public art requirements.

7.2.7 M/WBE Requirements and Small Businesses
The DCCP shall describe a process for engaging M/WBE and small businesses through public awareness of opportunities to ensure equity in subcontracting opportunities. Community Planning and Development: Community Outreach and Notification requirements require that the Developer shall meet all current codes, policies, and standards from Community Planning and Development in effect at the time of applying for a future land use entitlement or approval, which may include but not be limited to requirements for community information meetings; notification of adjacent property owners, businesses, and residents; and public hearings before the Denver Planning Board or Denver City Council. This outreach includes, but is not limited to zoning proposals.

7.2.8 Community and Recreation Centers
The DCCP shall describe a process for engaging area Community and Recreation staff and students throughout the D&C Period, which shall include providing safety training for personnel, and providing notification of construction activities occurring near the center.

7.2.9 Aesthetic and Design Features
The DCCP shall describe a process for inviting local artists, school children, and community members to further develop aesthetic features reflecting neighborhood identity. The DCCP shall identify which features will reflect this input. All features must be in accordance with the Strategic Architecture and Design Guidelines.

7.2.10 Coordination with Other Infrastructure Projects
The DCCP shall describe a process for coordination with other major infrastructure projects occurring concurrently (both public and private projects) whereby projects schedules and construction disturbances must be coordinated.

7.3 DCCP Quarterly Reporting
The Developer shall prepare a quarterly communications report during the D&C Period. The initial report shall be provided to the City for Approval no later than ten Working Days after the 90th Calendar Day following the issuance of NTP2. Each quarterly report shall be provided in English and, if requested by a member of the public, Spanish. The DCCP quarterly report shall include the following:

a. Summary of primary D&C Work and O&M Work during construction activities performed during the preceding quarter (refer to Progress Reports as required in Schedule 8 (Project Administration));

b. Detailed summary of Strategic Communication efforts as part of the Progress Report activities performed during the preceding quarter;

c. Summary of progress in implementing the M/WBE Participation Plan from the preceding quarter;

d. Summary of progress in implementing the Workforce Development Plan from the preceding quarter;

e. Detailed summary of number of accidents cleared during the preceding quarter; and

f. Detailed summary of measures taken to communicate with LEP persons and requests for language assistance during the preceding quarter.

8. OPERATIONS AND MAINTENANCE COMMUNICATIONS PLAN

8.1 General Requirements

a. The Developer shall prepare and maintain an OMCP in coordination with the City to develop two-way communication of Project information with the public. The OMCP shall be used throughout the duration of the O&M Period to manage and implement the PI process. The OMCP shall be submitted to the City for Approval prior to Substantial Completion.

b. The Developer shall report safety-related complaints to the City within one Calendar Day of receipt by Developer unless the circumstance that is the subject of a complaint constitutes an immediate safety hazard in which case the Developer shall notify the City as soon as practicable after the receipt of such complaint but in any event no later than one hour after receipt. The Developer shall respond to valid complaints or requests to the extent that the complaints or requests cover issues within the scope of the Developer's responsibilities under Schedule 17 (Operations & Maintenance Requirements). The Developer shall convey any requests for services that are beyond the scope of its obligations under the Project Agreement to the City. All complaints and response shall be recorded in the selected data management system.

c. In accordance with Schedule 17, the Developer shall prepare and submit monthly OMCP reports during the O&M Period. Each report shall be provided in English and with Spanish translation, if requested by a member of the public. Refer to Schedule 17 for required reporting elements.

d. The Developer’s outreach shall consist of providing regular and continuous PI services throughout the duration of the O&M Period and must adhere to the specifications outlined in the Strategic Communications Plan. The Developer shall coordinate with the City to determine which level of PI management activities are warranted prior to commencement of planned O&M Work (including Renewal Work) projects. Once work is completed the Developer shall also contact the City’s Communications Manager and the Colorado Transportation Management Center (“CTMC”).
8.2 Emergency Maintenance

a. The OMCP shall establish a communications procedure for Emergency maintenance. The OMCP shall specify which communications tools will be utilized to communicate the impacts of repairs.

b. For Emergency maintenance, the Developer shall immediately provide the following information to the City and the CTMC:
   i. Description of the activity and why it is necessary;
   ii. Start of the activity;
   iii. End of the activity including any updates to the above;
   iv. Impacts to traffic and property (businesses and residences);
   v. Communications tools to share information (variable message sign boards, GovDelivery alert, Twitter, photos, etc.); and
   vi. Contact numbers and email addresses.

c. Once work is completed the Developer shall also contact the City's Communications Manager and the CTMC.

8.3 Event Communications Plan

a. The Developer shall prepare and maintain an ECP to provide advance notice to all neighbors, transportation providers, traffic management agencies, public safety group and other partners of Developer programming that will cause any disruption to pedestrian or vehicle traffic, public access to the NWC Campus, or additional noise or activity at any time during the Term. The ECP shall be submitted to the City for Approval prior to the issuance of NTP1.

b. The Developer shall work through the calendar and Programming process in Schedule 18 to provide advance notice of any programmed activity that will have implications to any non-developer activity or events on the NWC Campus.

c. The City, Authority and Developer will determine the allowable and appropriate uses of the National Western Center Brand. The Developer shall follow City guidelines for tastefulness and decency in all promotional materials and communications plans.

8.4 Tenant Communications Plan

a. The Developer shall prepare and maintain a TCP to provide communication regarding planned maintenance activities that will cause any disruption to NWC Campus occupants and community access are communicated through the previously defined channels.

b. Any programming that will impact parking, NWC Campus access, or any other ongoing activity shall be previously agreed with City representatives and will be communicated via email and website to all public asset NWC Campus tenants.

8.5 Stock Show Communications Plan

In accordance with Schedule 13, the Developer shall establish an SSCP to provide communications procedures for Stock Show related site constraints, to be executed in partnership with WSSA. The SSCP shall specify which communications tools will be utilized to facilitate the transition from normal activity to Stock Show and back to normal activity.

9. COMMUNITY EQUITY COMMUNICATIONS PLAN
The Developer shall prepare and maintain a CECP in coordination with the City, to be used throughout the duration of the D&C Period and the O&M Period to communicate progress on Equity Package Elements.

b. The CECP shall include means of providing continuous information and collaboration with the community on:
   i. Workforce;
   ii. MWBE;
   iii. Affordable Housing;
   iv. Wages;
   v. Community Investment Fund;
   vi. Design; and
   vii. Access to and engagement with the NWC Campus.

10. CRISIS COMMUNICATIONS PLAN

10.1 General Requirements

a. The Developer shall, in coordination with the City, prepare and maintain a CCP for the Developer’s response to emergencies and incidents determined to be in the scope of the Developer.

b. The type of crisis event, in addition to the timeframe (D&C Period and O&M Period), will dictate the appropriate lead organization to manage crisis communications. The lead organization in any crisis event will handle communication with the media, public, employees, tenants, and government officials. The Developer shall be available to help coordinate with the lead organization and provide information necessary to respond to the crisis.

c. The CCP shall include:
   i. Types of potential Emergencies;
   ii. Designated staff to respond to the Emergency;
   iii. Approaches to addressing potential Emergencies; and
   iv. Boilerplate messaging that includes:
      A. Cause of specific disruptions (whether construction related or not);
      B. Actions being taken to alleviate the problem;
      C. Impact to the public and notification procedures;
      D. Instructions for coping with/avoiding the impact (e.g. detours); and
      E. Anticipated duration of the disruption.

d. The Developer shall provide specific details on internal coordination and communication that will occur with the Developer team, the City, and other stakeholders.

e. The CCP shall include an emergency response telephone and email tree established by the Developer. All appropriate personnel shall be included on this communications tree for immediate response in the event of an emergency. The telephone/email tree shall be divided into areas of expertise so the proper people are called and/or emailed for specific Emergency situations. The Project Director, CEO, and Developer shall be included on the communications tree for notification of any Emergency that may arise. The Developer shall develop and maintain a contact list of emergency service providers as part of its CCP.
The Developer shall provide information to emergency service providers. The Developer shall submit the emergency response communications tree to the City for Acceptance, prior to the issuance of NTP1.

11. **ASSET DRIVEN COMMUNICATIONS**

The Developer shall play a tactical role in communications regarding specific aspects of the NWC Campus, including construction and coping information during the D&C Period, and event promotions during O&M Period. The chart below outlines the parties responsible for tactical communications for/about specific assets on the NWC Campus.”

11.1 **Table 21-3 Tactical Communications**

<table>
<thead>
<tr>
<th>Asset</th>
<th>Lead responsibilities for tactical communications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City</strong></td>
<td><strong>Developer</strong></td>
</tr>
<tr>
<td>D&amp;C Period</td>
<td></td>
</tr>
<tr>
<td>The Triangle (60 Acres)</td>
<td>Environmental remediation (Superfund site only), media</td>
</tr>
<tr>
<td></td>
<td>All design &amp; development, RNO outreach (See DCP)</td>
</tr>
<tr>
<td>Coliseum (during construction of replacement asset- see below for during renovation)</td>
<td>Ongoing operations, media</td>
</tr>
<tr>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Hall of Education</td>
<td>Ongoing operations, media</td>
</tr>
<tr>
<td></td>
<td>-</td>
</tr>
<tr>
<td>National Western Center (Overarching)</td>
<td></td>
</tr>
<tr>
<td>Phase I &amp; II Public Assets (New)</td>
<td>Construction updates</td>
</tr>
<tr>
<td></td>
<td>Promotions for developer events, marketing venue to promoters</td>
</tr>
<tr>
<td>Phase I &amp; II Public Spaces (New)</td>
<td>Construction updates</td>
</tr>
<tr>
<td></td>
<td>Promotions for developer events, marketing venue to promoters</td>
</tr>
<tr>
<td>Existing Coliseum (During Renovation, if selected)</td>
<td>Construction Updates</td>
</tr>
<tr>
<td></td>
<td>Construction updates, promotions for developer events, marketing venue to promoters</td>
</tr>
<tr>
<td>New Arena</td>
<td></td>
</tr>
<tr>
<td>New Expo Hall</td>
<td>Construction updates, promotions for developer events, marketing venue to promoters</td>
</tr>
<tr>
<td>1909 Arena</td>
<td></td>
</tr>
<tr>
<td>Private Development</td>
<td>Construction Updates - OTHER TBD -- Need more discussion</td>
</tr>
<tr>
<td>Triangle Parking</td>
<td></td>
</tr>
<tr>
<td>Triangle Public Spaces</td>
<td></td>
</tr>
<tr>
<td>Transportation Interfaces (RTD, Bus)</td>
<td>RTD: Construction / Access Updates</td>
</tr>
<tr>
<td></td>
<td>Construction Updates, Transportation Impacts of Construction</td>
</tr>
</tbody>
</table>
### O&M Period

<table>
<thead>
<tr>
<th>National Western Center (Overarching)</th>
<th>O&amp;M, marketing venue to promoters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I &amp; II Public Assets (New)</td>
<td>O&amp;M; promotions for developer events; RNO outreach, marketing venue to promoters</td>
</tr>
<tr>
<td>Phase I &amp; II Public Spaces (New)</td>
<td>O&amp;M; promotions for developer events; RNO outreach, marketing venue to promoters</td>
</tr>
<tr>
<td>New Arena</td>
<td>O&amp;M; promotions for developer events; RNO outreach, marketing venue to promoters</td>
</tr>
<tr>
<td>New Expo Hall</td>
<td>O&amp;M; promotions for developer events; RNO outreach, marketing venue to promoters</td>
</tr>
<tr>
<td>1909 Arena</td>
<td>O&amp;M</td>
</tr>
<tr>
<td>Private Development</td>
<td>All</td>
</tr>
<tr>
<td>Triangle Public Spaces</td>
<td>O&amp;M; promotions for developer events; marketing venue to promoters, RNO outreach</td>
</tr>
<tr>
<td>Transportation Interfaces (RTD, Bus)</td>
<td>RTD: Operations / Access Updates</td>
</tr>
<tr>
<td></td>
<td>Transportation Impacts of Operations</td>
</tr>
</tbody>
</table>

#### 12. DELIVERABLES AND PUBLIC NOTIFICATIONS

**12.1 Deliverables**

At a minimum, the Developer shall submit the following to the City for Information, Acceptance, or Approval in accordance with the timeframes specified:

**12.2 Table 21-4 Deliverables**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer’s Communications Team Details</td>
<td>Prior to the issuance of NTP1. Updates submitted quarterly during the D&amp;C Period, annually during the O&amp;M Period and otherwise as required</td>
<td>Information</td>
</tr>
<tr>
<td>Developer’s Communications Team CEO / Key Personnel</td>
<td>Prior to the issuance of NTP1. Updates submitted when Key Personnel change occurs</td>
<td>Information</td>
</tr>
</tbody>
</table>
# Project Agreement
## Schedule 21, Stakeholder Communications

<table>
<thead>
<tr>
<th>Public Involvement Services Contact Sheet</th>
<th>Prior to the issuance of NTP1. Updates submitted annually and otherwise as required</th>
<th>Information</th>
<th>Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stakeholder Distribution List</td>
<td>Prior to the issuance of NTP2. Updates submitted annually</td>
<td>Information</td>
<td>Acceptance</td>
</tr>
<tr>
<td>DCCP</td>
<td>Prior to the issuance of NTP1 for Approval&lt;br&gt;Updates submitted annually for Acceptance</td>
<td>Information</td>
<td>Acceptance</td>
</tr>
<tr>
<td>DCCP Quarterly Report</td>
<td>10 Working Days after 90 Calendar Days after issuance of NTP2; quarterly thereafter</td>
<td>Information</td>
<td>Acceptance</td>
</tr>
<tr>
<td>OMCP</td>
<td>Prior to Substantial Completion for Approval&lt;br&gt;Updates submitted annually for Acceptance</td>
<td>Information</td>
<td>Approval</td>
</tr>
<tr>
<td>PCP</td>
<td>Prior to Substantial Completion for Approval&lt;br&gt;Updates submitted annually for Acceptance</td>
<td>Information</td>
<td>Approval</td>
</tr>
<tr>
<td>TCP</td>
<td>Prior to Substantial Completion for Approval&lt;br&gt;Updates submitted annually for Acceptance</td>
<td>Information</td>
<td>Approval</td>
</tr>
<tr>
<td>SSCP</td>
<td>Prior to the issuance of NTP1 for Approval&lt;br&gt;Updates submitted annually for Acceptance</td>
<td>Information</td>
<td>Approval</td>
</tr>
<tr>
<td>CCEP</td>
<td>Prior to the issuance of NTP1 for Approval&lt;br&gt;Updates submitted annually for Acceptance</td>
<td>Information</td>
<td>Approval</td>
</tr>
<tr>
<td>CCP</td>
<td>Prior to the issuance of NTP1 for Approval&lt;br&gt;Updates submitted annually for Acceptance</td>
<td>Information</td>
<td>Approval</td>
</tr>
<tr>
<td>Emergency response communications tree</td>
<td>Prior to the issuance of NTP1 for Approval&lt;br&gt;Updates submitted annually for Acceptance</td>
<td>Information</td>
<td>Approval</td>
</tr>
<tr>
<td>Media releases</td>
<td>Five Working Days prior to scheduled distribution date</td>
<td>Information</td>
<td>Approval</td>
</tr>
<tr>
<td>Newsletters</td>
<td>Five Working Days prior to scheduled distribution date</td>
<td>Information</td>
<td>Approval</td>
</tr>
</tbody>
</table>
### 13. PUBLIC NOTIFICATION

The chart below outlines the Developer’s timing requirements to provide certain information to the public.

#### 13.1 Table 21-5 Submittal Time to the Public

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>When to be published</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major project activities lasting seven Calendar Days or less</td>
<td>14 Calendar Days prior to the beginning of the activity.</td>
</tr>
<tr>
<td>Other remaining types of D&amp;C or O&amp;M / Programming Activities in any area of the Project including:</td>
<td>14 Calendar Days prior to the beginning of activity in any area of the Project or as determined jointly by the Developer and City.</td>
</tr>
<tr>
<td>- Night Work</td>
<td></td>
</tr>
<tr>
<td>- Heavy Traffic (construction or Event Related)</td>
<td></td>
</tr>
<tr>
<td>- Heavy Noise Work</td>
<td></td>
</tr>
<tr>
<td>- Utilities</td>
<td></td>
</tr>
<tr>
<td>- Change of business/residential access</td>
<td></td>
</tr>
<tr>
<td>At the time of applying for a future land use entitlement or approval, which includes, but is not limited to zoning proposals.</td>
<td>Community Outreach and Notification requirements require that the Developer shall meet all current codes, policies, and standards from Community Planning and Development</td>
</tr>
<tr>
<td>Other construction updates or operating activity that directly impact the public.</td>
<td>As soon as known with at least 24 hours’ notice.</td>
</tr>
</tbody>
</table>

14. **[KEY PERFORMANCE INDICATORS]¹**

---
¹ To be provided in a subsequent addendum.

City and County of Denver  
National Western Center Triangle Project  
Addendum #2  
March 5, 2020
Section 1
Form of Lenders Direct Agreement

This Direct Agreement (this “Agreement”) is dated as of [date] and made among:

(1) The City of Denver and County of Denver (collectively, the “City”);

(2) [name] (“Developer”); and

(3) [name] as collateral agent (the “Collateral Agent”) for the benefit of the Lenders (as defined below).

RECITALS

Whereas:

(A) The City and Developer have entered into a Project Agreement for the Project dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”), in connection with the design, construction, financing, operation and maintenance of the NWC Campus (the “Project”) as more fully described in the Project Agreement.

(B) Pursuant to the Financing Documents listed in Annex A, the Collateral Agent is the agent for the various providers of Project Debt to Developer (collectively, the “Lenders”), the proceeds of which will be used by Developer to finance the Project.

(C) It is a condition precedent to both Financial Close under Schedule 1 (Financial Close) to the Project Agreement and to closing and funding of the Project Debt under the Financing Documents that the parties hereto execute this Agreement.

Now, therefore, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties undertake and agree as follows:

1. DEFINITIONS, INTERPRETATION AND RELATIONSHIP TO PROJECT AGREEMENT

1.1 Definitions

a. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in Part A of Annex A (Definitions and Abbreviations) of the Project Agreement. For certainty, uncapitalized terms used but not defined in this Agreement shall, subject to Section 1.2, be construed in accordance with their plain meaning and shall not have the meanings (if any) given to them in Part A of Annex A (Definitions and Abbreviations) of the Project Agreement.

b. Except as otherwise specified herein, or as the context may otherwise require, the following terms have the respective meanings set out below for all purposes of this Agreement:

   “City” has the meaning given to it in the Preamble.

   “City Notice” has the meaning given to it in Section 3.1a.

   “City Notice Date” means the date on which the Collateral Agent receives the City Notice with respect to a Developer Default as determined pursuant to Section 15.5b.

   “Collateral Agent” has the meaning given to it in the Preamble.
“Collateral Agent Notice” has the meaning given to it in Section 3.2a.

“Cure Period” means, with respect to any Developer Default, the period commencing on the City Notice Date and ending on the earliest of:

(a) the relevant Cure Period Completion Date;
(b) any subsequent Step-out Date;
(c) any subsequent Substitution Effective Date; and
(d) the Expiry Date or the Termination Date, as applicable.

“Cure Period Completion Date” means, with respect to any Developer Default, the date which is:

(a) in the case of each of the Developer Default numbered (10) and (14) in Section 29.1.1 of the Project Agreement, 30 Calendar Days after the relevant Cure Period Measurement Date;
(b) in the case of each of the Developer Default numbered (6), (7), (8), and (9), 60 Calendar Days after the relevant Cure Period Measurement Date; and
(c) in the case of any other Developer Default, 45 Calendar Days after the relevant Cure Period Measurement Date subject to extension for up to (I) an additional 90 Calendar Days, in the case of the Developer Default numbered (5) in Section 29.1.1 of the Project Agreement, or (II) an additional 45 Calendar Days, in the case of all other such Developer Defaults, in the case of each of (I) and (II) to the extent, and only to the extent, that:

(i) within such initial 45 Calendar Day period, the Collateral Agent and the City agree (each acting reasonably) to a plan specifying the remedial action to be taken in respect of the relevant Developer Default during such extended period; and
(ii) the period of extension requested by the Collateral Agent represents, in the reasonable opinion of the City, the period of time necessary to cure the relevant Developer Default in accordance with such plan,

provided that, notwithstanding the foregoing, if:

(d) the Collateral Agent is prohibited by any Governmental Authority or court order, or by any bankruptcy or insolvency proceedings or other similar proceedings, from curing the relevant Developer Default; or
(e) the Collateral Agent has commenced and is continuing to pursue all reasonably necessary processes and steps to obtain possession, custody and control of the Project.
Section 1: Lenders Direct Agreement

and/or Developer, but despite such efforts the Collateral Agent is unable to obtain such possession, custody and control,

then the Cure Period Completion Date applicable to the relevant Developer Default (including, for certainty, as extended in accordance with paragraph (c) of this definition) shall be extended by a period of time equal to:

(f) in the case of paragraph (d), the period of such prohibition, provided that, if the relevant bankruptcy or insolvency proceedings or other similar proceedings were commenced by the Collateral Agent acting on behalf of the Lenders, such period shall instead be the shorter of the period of:

(i) such prohibition; and
(ii) 135 Calendar Days; and

(g) in the case of paragraph (e), the shorter of the period of:

(i) such inability; and
(ii) 90 Calendar Days.

“Cure Period Measurement Date” means, with respect to any Developer Default, the later of:

(a) the City Notice Date; and
(b) the date of expiration of the relevant Developer Default Cure Period pursuant to the definition of “Developer Default Cure Period” in Part A of Annex A to the Project Agreement.

“Default” means any event or circumstance that would (with the expiration of a grace period, the giving of notice, the lapse of time, the making of any determination or any combination of any of the foregoing) result in an Event of Default.

“Designated Account” means [ ].

“Developer” means the meaning given to it in the Preamble.

“Event of Default” means any “Event of Default” as defined in the Financing Documents.

“Lenders” means the meaning given to it in the Recitals.

“Lenders’ Subcontract Direct Agreements” means the documents listed in paragraphs [ ] and [ ] of Annex A to this Agreement.

“Private Sector Parties” means Developer and the Collateral Agent.

1 See Section 2.3 below. Revise to reflect Developer’s financing plan and Lenders’ secured account requirements.

2 Modify as needed to conform to the Financing Documents.
“Project Agreement” has the meaning given to it in the Recitals.

“Step-in Date” has the meaning given to it in Section 5.3.

“Step-in Entity” has the meaning given to it in Section 5.1.

“Step-in Entity Accession Agreement” means any agreement entered into by a Step-in Entity pursuant to Section 5.3.

“Step-in Notice” has the meaning given to it in Section 5.1a.

“Step-in Period” means any period from and including the relevant Step-in Date until the earliest of:

(a) the Cure Period Completion Date with respect to the relevant Developer Default;

(b) any subsequent Substitution Effective Date;

(c) the relevant Step-out Date; and

(d) the Expiry Date or the Termination Date, as applicable.

“Step-out Date” means the date upon which any Step-out Notice is served by a Step-in Entity pursuant to Section 5.5a.

“Step-out Notice” has the meaning given to it in Section 5.5a.

“Subordination Date” has the meaning given to it in Section 12.2b.

“Substitute” has the meaning given to it in Section 6.1.

“Substitute Accession Agreement” means any agreement entered into by a Substitute pursuant to Section 7.1.

“Substitution Effective Date” has the meaning given to it in Section 7.1.

“Substitution Notice” has the meaning given to it in Section 6.1a.

1.2 Interpretation

a. Headings and other internal references

(i) Headings are inserted for convenience only and shall not affect interpretation of this Agreement.

(ii) Except as the context may otherwise provide, the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.

(iii) Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section or Annex within this Agreement is a reference to such Section of, or Annex to, this Agreement.

b. Common terms and references

(i) The singular includes the plural and vice versa.

(ii) Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words that follow.
The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.

c. References to agreements, documents and Persons
Except as otherwise expressly provided in this Agreement, a reference:

(i) to an agreement or other document shall be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms and the terms of the Project Agreement and of the Financing Documents, as applicable; and

(ii) to a Person includes such Person’s successors and permitted assigns and transferees.

d. Deadlines occurring on Calendar Days
Whenever this Agreement requires any party hereto to make any payment, or provide or deliver any Acceptance, Approval, consent, approval or like assent, notice, comment or any information or material, or otherwise complete any action or performance, in each case on or no later than a date that is a Calendar Day that is not also a Working Day, then such deadline shall automatically be extended to the next Working Day to occur after such Calendar Day.

1.3 Relationship to Project Agreement

a. In the event of any conflict, ambiguity or inconsistency between the provisions of the Project Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

b. Notwithstanding the foregoing Section 1.3a, nothing in this Agreement amends or modifies any of Developer’s obligations under the Project Agreement.

2. CONSENT TO SECURITY; ETC.

2.1 The City’s Acknowledgement of and Consent to Security

a. The City acknowledges notice and receipt of, and consent to:

(i) the collateral assignment by Developer to the Collateral Agent of any or all of Developer’s rights, title and interests in, to or under or derived from, the Project Agreement (including any such rights, title and interests in, to or derived from payments made by the City to Developer thereunder), the Subcontracts, the Contractor Bonds (to the extent Developer is an obligee (or beneficiary) thereunder), the Developer-Provided Insurance Policies, in each case excluding, for certainty, any rights or interests to or in the Handback Reserve Account or the Physical Damage Proceeds Reserve; and

(ii) the grant by each of the Equity Members to the Collateral Agent of a security interest in its respective equity interest in Developer,

in each case pursuant to the Financing Documents.

b. The City acknowledges and agree that none of the security interests referred to in Section 2.1a nor the foreclosure or enforcement of any thereof:

3 If reasonably required by Lenders, the City will agree to modify this provision prior to execution of this Agreement to provide for an acknowledgment that reflects the scope of the actual security package granted to the Lenders, provided that such grant complies with Section 32 of the Project Agreement.
(i) constitutes (or with the giving of notice or lapse of time, or both, could constitute) either a breach of the Project Agreement or a Developer Default; or

(ii) requires any consent of the City that is either additional or supplemental to that granted pursuant to this Section 2.1.

c. For so long as any amount of Project Debt is outstanding, the City shall not, without the prior written consent of the Collateral Agent, consent to any assignment, transfer, pledge or hypothecation of the Project Agreement or any interest therein by Developer, other than as specified in this Agreement.

2.2 Payments to Designated Account

a. Unless directed otherwise by the Collateral Agent, the City shall pay all amounts payable by them to Developer under the Project Agreement into the Designated Account.

b. Developer and the Collateral Agent both agree that any payment made by the City in accordance with Section 2.2a shall constitute a complete discharge of the City relevant payment obligations under the Project Agreement, in the case of any partial payment to the extent of such payment.

2.3 Limitations on Collateral Agent’s Rights and Interests

a. The Collateral Agent acknowledges and agrees that neither it nor the Lenders shall, by virtue of the security interests referred to in Section 2.1a, acquire any greater rights to or under the Project Agreement, the Subcontracts, the Contractor Bonds (to the extent Developer is an obligee (or beneficiary) thereunder), Insurance Policies, the Supplemental Indenture and the Central 70 Note than Developer itself has at any particular time therein.

b. In the event that there are amounts (as determined pursuant to Section 16.5.1 of the Project Agreement) then past due and owing to any of the Developer’s or Principal Subcontractor’s, as the case may be, direct or indirect Subcontractors and laborers on account of any unpaid charges, liens, supplies, claims or invoices for work performed or materials supplied by such Subcontractors and laborers to the Project, then:

(i) the City; or

(ii) the Collateral Agent:

(A) during a Cure Period or a Step-in Period, following five Working Days’ prior notice to the City; and

(B) otherwise, with the prior written consent of the City (such consent not to be unreasonably withheld, conditioned or delayed),

shall each be entitled to call upon any Contractor Bond to satisfy any such payment obligations; provided that, during a Cure Period or a Step-in Period, the City shall only be entitled to take such action if (A) the relevant Person has filed a verified statement of the amounts owing and unpaid with the City in accordance with C.R.S. § 38-26-107 and (B) the Collateral Agent has not called upon such Contractor Bond to satisfy such payment obligations and the Collateral Agent does not call upon such Contractor Bond within 15 Working Days after written notice from the City of the City’s intent to take such action. Neither the Collateral Agent nor the City shall be entitled to call on such Contractor Bond or to use any proceeds of any call on any such Contractor Bond to satisfy performance obligations of Developer or any Principal Subcontractor (as applicable) under the Project Agreement or relevant Principal Subcontract (as applicable) until any such outstanding payment obligations have been fully satisfied.
2.4 Collateral Agent Response to Project Agreement Amendment and Waiver Requests

To the extent that any Developer consent to the amendment to, or any waiver of the requirements of any provision of, the Project Agreement requires the Lenders’ and/or the Collateral Agent’s consent pursuant to the Financing Documents, the Collateral Agent agrees that in response to any written request from Developer for such a consent it shall:

a. promptly seek instructions from the Lenders in accordance with the Financing Documents; and

b. once instructed, promptly respond in writing to any such request.

2.5 Agreement to Act Reasonably

The Collateral Agent acknowledges and agrees that it shall act reasonably in responding to any Developer request to the Collateral Agent made under the Financing Documents to take any action, including the giving or withholding of any consent, approval or like assent, under the Project Agreement to the extent that Developer is required to act reasonably under such circumstances by the terms of the Project Agreement, provided that the Collateral Agent shall not be liable for breach of this provision to the extent it cannot comply due to the express and contrary instructions of the Lenders.

3. NOTICES

3.1 The City’s Notices

a. The City shall give the Collateral Agent notice (any such notice, a “City Notice”) promptly upon becoming aware of the occurrence of any Developer Default (and shall provide a copy of such notice to Developer), and shall specify in the City Notice:

   (i) the unperformed obligations of, and uncured breaches by, the Developer under the Project Agreement of which the City is aware (having made reasonable inquiry) and the resulting potential grounds for termination of the Project Agreement in sufficient detail to enable the Developer and the Collateral Agent to assess the scope and amount of any liability of the Developer resulting therefrom;

   (ii) all amounts due and payable by the Developer to the City under the Project Agreement, if any, on or before the date of the City Notice and which remain unpaid at such date and the nature of the Developer’s obligation to pay such amounts; and

   (iii) the amount of any payments that the City reasonably foresee shall become due and payable from the Developer to the City under the Project Agreement during the relevant Cure Period.

b. The City:

   (i) may give the Collateral Agent multiple concurrently effective City Notices (and shall provide copies thereof to Developer);

   (ii) may, in the City’s discretion and without waiving its right to deliver a subsequent and contrary notice, expressly provide in any City Notice that such notice shall not constitute a notice of Developer Default for purposes of determining the start of any applicable Developer Default Cure Period pursuant to Section 37.1 of the Project Agreement; and

   (iii) shall provide to the Collateral Agent (with copies thereof to Developer) updates to any City Notice given pursuant to Section 3.1a as and when they become aware of any unperformed obligations of, or any uncured breaches by, Developer (including non-payment of amounts that have become due) under the Project Agreement.
Agreement of the kind referenced in Sections 3.1a(i) and 3.1a(ii) that were not specified in the relevant City Notice or any prior updates thereto.

3.2 Collateral Agent Notices
The Collateral Agent shall:

a. promptly upon becoming aware of any Event of Default, give the City notice of such event (a “Collateral Agent Notice”) specifying the circumstances and nature of such event (and shall provide a copy of any such notice to Developer); and

b. notify the City of any decision to accelerate any portion of the Project Debt or to exercise any enforcement remedies under the Financing Documents promptly upon the taking of such decision.

4. RIGHTS AND OBLIGATIONS DURING THE CURE PERIOD

4.1 Limitation on City Party Actions during the Cure Period
At any time during a Cure Period, the City shall not, subject to the terms of this Agreement:

a. deliver a Termination Notice for Developer Default;

b. directly or indirectly, take any action to initiate, or join in or support the initiation of, any Insolvency Event in respect of Developer, provided that, for certainty, if any Insolvency Event has occurred with respect to Developer (other than as a result of the City's breach of this Section 4.1b), this Section 4.1b shall not restrict or impair the ability of the City to participate in any related proceedings in order to preserve or protect their rights under the Project Agreement and/or their interests in the Project;

c. suspend its performance under the Project Agreement, (including in connection with any Insolvency Event in respect of Developer) unless the grounds for suspension of performance arose during the Cure Period, provided that, for certainty, the City may exercise its rights to suspend the Work pursuant to Section 27.3 of the Project Agreement;

d. notwithstanding anything to the contrary in Section 30.1.3.a.iv of the Project Agreement, but subject to Section 2.3b, exercise its remedies as obligee or additional obligee (or beneficiary) under a Contractor Bond; or

e. fail to pay any amount that becomes due and payable from them to Developer under the Project Agreement during such period into the Designated Account in accordance with Section 2.2a.

4.2 Collateral Agent Rights
a. At any time during the continuation of an Event of Default or a Developer Default (in the case of a Developer Default only, for so long as the Cure Period has not expired), without giving a Step-in Notice, the Collateral Agent may (but shall have no obligation to), at any time and at its discretion, perform or arrange for the performance of any act, duty or obligation required of Developer under the Project Agreement, or cure any breach of Developer thereunder or any Developer Default, which performance or cure by or on behalf of the Collateral Agent the City agree to accept in lieu of performance or cure by Developer (without prejudice to Developer’s continued right to perform the relevant act, duty or obligation or cure the relevant breach or Developer Default) and in satisfaction of Developer’s corresponding obligations. For certainty, to the extent that any breach of Developer under the Project Agreement is cured and/or any payment liabilities or obligations of Developer are performed by the Collateral Agent under this Section 4.2(a), such action shall discharge the relevant liabilities or obligations of Developer to the City.
b. Subject to the terms of this Agreement, no performance or cure by or on behalf of the Collateral Agent in accordance with Section 4.2a shall be construed as an assumption by the Collateral Agent, or any person acting on the Collateral Agent’s behalf, of any of the covenants, agreements or other obligations of Developer under the Project Agreement.

c. The Collateral Agent may:
   (i) give a Step-in Notice in accordance with the requirements of Section 5.1; or
   (ii) give a Substitution Notice in accordance with the requirements of Section 6.1; provided that the Collateral Agent delivers any such notice:
   (iii) during a Cure Period; or
   (iv) following the occurrence of an ongoing Event of Default that is not also a Developer Default.

5. STEP-IN ARRANGEMENTS

5.1 Step-in Notice

If at any time the Collateral Agent proposes that any Person become a joint and several obligor with Developer under the Project Agreement and this Agreement in accordance with the terms hereof (any such Person, a “Step-in Entity”), the effectiveness of such arrangement shall be conditional upon:

a. the Collateral Agent giving a notice (“Step-in Notice”) to the City, at any time that such notice delivery is permitted pursuant to Section 4.2c, requesting the City’s consent to the proposed Step-in Entity;

b. the City’s approval (or deemed approval) of the identity of the proposed Step-in Entity pursuant to Section 5.2; and

c. the proposed Step-in Entity executing a Step-in Entity Accession Agreement in accordance with Section 5.3.

5.2 Grounds for Refusing Approval of Proposed Step-in Entity

a. The City shall not be entitled to withhold their approval of any proposed Step-in Entity that is the subject of a Step-in Notice unless:
   (i) the proposed Step-in Entity is disqualified, suspended or debarred, or subject to a proceeding to suspend or debar it, from bidding, proposing or contracting with any state-level, interstate or Federal Governmental Authority;
   (ii) the proposed step-in is prohibited by statute, law or regulation; or
   (iii) there is any outstanding Developer Default numbered (14) in Section 32.1.1 that has not been remedied or waived on or prior to the date of the Step-in Notice.

b. The City shall be deemed to have approved any proposed Step-in Entity that is the subject of a Step-in Notice:
   (i) in the case of any entity that is the Collateral Agent, a Lender or any of their respective Affiliates (including an entity wholly owned by a Lender or group of Lenders), on the fifth Working Day after the date on which the City receive the relevant Step-in Notice if the City have not responded to such notice within such period of time; and
in all other cases, on the 15th Working Day after the date on which the City receive the relevant Step-in Notice if the City have not responded to such notice within such period of time.

5.3 Step-in Date

If the City approves (or, pursuant to Section 5.2b, is deemed to approve) a Step-in Entity pursuant to Section 5.2, the Step-in Entity shall be deemed to become a party to the Project Agreement and this Agreement on and from the date it executes a duly completed Step-in Entity Accession Agreement, substantially in the form attached hereto as Exhibit A, and submits it to City (the “Step-in Date”).

5.4 Rights and Obligations on Step-in

a. On and from the Step-in Date and during the Step-in Period, the Step-in Entity shall be:

(i) jointly and severally entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to Developer under the Project Agreement;

(ii) entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to a Step-in Entity under this Agreement; and

(iii) jointly and severally liable with Developer for the payment of all sums due from Developer under or arising out of the Project Agreement on or after the Step-in Date and for the performance of all of Developer’s obligations (including payment obligations) under or arising out of the Project Agreement on or after the Step-in Date.

b. Without prejudice to Section 8, during the Step-in Period:

(i) the City undertakes:

(A) not to deliver a Termination Notice for Developer Default, unless the grounds for the termination became discoverable during or arose during the Step-in Period as a result of the occurrence of a new Developer Default (with respect to any such new Developer Default that was not itself caused by the Step-in Entity, subject to the expiry of the Cure Period applicable to such new Developer Default without such Developer Default having been cured);

(B) not to, directly or indirectly, take any action to initiate, or join in or support the initiation of, any Insolvency Event in respect of Developer, provided that, for certainty, if any Insolvency Event has occurred with respect to Developer (other than as a result of the City’s breach of this Section 5.4b(i)(B)), this Section 5.4b(i)(B) shall not restrict or impair the ability of the City to participate in any related proceedings in order to preserve or protect their rights under the Project Agreement and/or their interests in the Project;

(C) not to suspend their performance under the Project Agreement, (including in connection with any Insolvency Event in respect of Developer) unless the grounds for suspension of performance arose during the Step-in Period, provided that, for certainty, the City may exercise their rights to suspend the Work pursuant to Section 27.3 of the Project Agreement;

(D) notwithstanding anything to the contrary in Section 30.1.4.a.iv of the Project Agreement, but subject to Section 2.3b of this Agreement, not to exercise its remedies as obligee or additional obligee (or beneficiary) under a Contractor Bond; and
(E) to continue to make payments required to be made to Developer under the Project Agreement to the Designated Account;

(ii) the City shall owe their obligations under the Project Agreement to Developer and any Step-in Entity jointly, provided, that:

(A) subject to Section 5.4b(ii)(B), the performance of such obligations by the City in favor of either Developer or such Step-in Entity shall be a good and effective discharge of such obligations under the Project Agreement or this Agreement, as the case may be; and

(B) the Collateral Agent shall be entitled at any time by notice to the City to direct (such direction being binding on the Collateral Agent, the City and Developer) that, at all times thereafter while such Step-in Entity is deemed to be a party to the Project Agreement and this Agreement and subject to any further notice from the Collateral Agent, such Step-in Entity shall be solely entitled to make any decisions, to give any directions, approvals or consents, to receive any payments or otherwise to deal with the City in the place of Developer under the Project Agreement and this Agreement.

c. Developer shall not be relieved from any of its obligations under the Project Agreement, whether arising before or after the Step-in Date, by reason of the Step-in Entity becoming a party to the Project Agreement pursuant to a Step-in Entity Accession Agreement.

5.5 Step Out

a. A Step-in Entity may, at any time, by giving not less than 30 Calendar Days’ prior notice (“Step-out Notice”) to the City, terminate its obligations to the City under the Project Agreement and this Agreement. Upon the expiry of such notice, the Step-in Entity shall no longer be deemed to be a party to the Project Agreement and this Agreement and shall (subject to Section 5.5b) be released from all such obligations. The obligations of the City to the Step-in Entity in such capacity under the Project Agreement and this Agreement shall also terminate upon the expiry of such notice.

b. Nothing in this Section 5.5 shall have the effect of releasing a Step-in Entity from any liability that relates to the performance or non-performance of the Project Agreement or this Agreement by Developer or such Step-in Entity during the Step-in Period.

6. SUBSTITUTION PROPOSALS

6.1 Notice of Proposed Substitute

If at any time the Collateral Agent proposes to require Developer to assign its rights and transfer its obligations under the Project Agreement and this Agreement to a Person (a “Substitute”) designated by the Collateral Agent (whether by mutual agreement or enforcement of rights under the Financing Documents), the effectiveness of such assignment and transfer shall be conditional upon:

a. the Collateral Agent giving a notice (a “Substitution Notice”) to the City, at any time that such notice delivery is permitted pursuant to Section 4.2c, requesting their approval of the proposed Substitute;

b. the City’s approval of the identity of the proposed Substitute pursuant to Section 6.2 to the extent required thereunder; and

c. the proposed Substitute executing a Substitute Accession Agreement in accordance with Section 7.1.
6.2 Grounds for Refusing Approval

a. The City shall not be entitled to withhold, or (in circumstances where the City are entitled to withhold approval) make subject to the condition of the provision of additional security or other arrangements, their approval of any proposed Substitute that is the subject of a Substitution Notice, unless:

(i) the proposed Substitute is disqualified, suspended or debarred, or subject to a proceeding to suspend or debar it, from bidding, proposing or contracting with any state-level, interstate or Federal Governmental Authority;

(ii) the proposed substitution is prohibited by statute, law or regulation;

(iii) after the proposed substitution, the Substitute’s ability to perform its obligations as Developer under the Project Agreement (including through the use of Subcontractors) would be insufficient to ensure performance of such obligations under the Project Agreement, a determination as to which the City may base upon or take into account (A) the legal capacity, power and authority of the Substitute to become a party to, and perform the obligations of Developer under the Project Agreement and (B) the resources (including committed financial resources), past performance, relevant experience and proposed subcontracting arrangements of the proposed Substitute and, if applicable, of its proposed Subcontractors, in light of the then current performance requirements under the Project Agreement; or

(iv) subject to Section 7.4, there are outstanding Developer Defaults or breaches of the Project Agreement that have been previously notified by the City to the Collateral Agent, that either:

(A) have not, to the reasonable satisfaction of the City, been remedied or waived prior to the 30th Calendar Day after the date on which the City receive the information required pursuant to Section 6.3; or

(B) if not so remedied or waived, are not the subject of a plan approved by the City (such approval not to be unreasonably withheld, conditioned or delayed) specifying:

(I) subject to Section 6.2a(iv)(B)(II), the remedial action that the Substitute shall take after the Substitution Effective Date in order to remedy each such Developer Default or breach; and

(II) with respect to any such Developer Default or breach that is incapable of being cured by the proposed Substitute, the action(s) the Substitute shall take after the Substitution Effective Date in order to mitigate the material adverse effects (if any) of such Developer Default or breach on or in relation to the Project and to prevent such Developer Default or breach (if capable of repetition) from occurring in the future.

b. The City shall be deemed to have approved any proposed Substitute that is the subject of a Substitution Notice on the 30th Calendar Day after the date on which the City receive the information required pursuant to Section 6.3 if the City have not responded to such notice within such period of time.

6.3 Provision of Information

The Collateral Agent shall promptly provide to the City such information in relation to (i) a proposed Substitute and (ii) any Person who it is proposed shall enter into a material Subcontract with the proposed Substitute in relation to the Project, as the City shall reasonably require to enable them
to make their determination whether or not to provide their approval of the Substitute pursuant to Section 6.2, including:

a. the name and address of the proposed Substitute;
b. unless such proposed Substitute is a publicly traded entity, the names of the proposed Substitute’s shareholders or members together with the share capital or partnership or membership interests, as the case may be, held by each of them;
c. the manner in which the proposed Substitute will be financed and the extent to which such financing is committed (to the extent relevant);
d. copies of the proposed Substitute’s financial statements (audited, if available) for its three most recent financial years (or such shorter period as such entity has been in existence) or, in the case of a special purpose company, its opening balance sheet;
e. a copy of the proposed Substitute’s organizational documents; and
f. details of the resources available to the proposed Substitute and the proposed Substitute’s qualifications, experience and technical competence to perform the obligations of Developer under the Project Agreement, including the names, qualifications, experience and technical or other professional competence of the proposed Substitute’s directors and any key personnel who will have responsibility for the day-to-day management of its participation in the Project.

7. SUBSTITUTION

7.1 Substitution Effective Date
If the City approves (or, pursuant to Section 6.2(b), are deemed to approve) a proposed Substitute pursuant to Section 6, the Substitute shall execute a duly completed Substitute Accession Agreement substantially in the form set out in Exhibit B to this Agreement and submit it to the City. Such agreement shall become effective on and from the date that is 10 Calendar Days after the date on which the City receives the completed Substitute Accession Agreement from Developer (the “Substitution Effective Date”).

7.2 Effect of Substitution
On and from the Substitution Effective Date:

a. the Substitute shall become a party to the Project Agreement and this Agreement in place of Developer;
b. Developer shall be immediately released from its obligations arising under, and cease to be a party to, the Project Agreement and this Agreement;
c. the Substitute shall exercise and enjoy the rights and perform the obligations of Developer under the Project Agreement and this Agreement, including, without limitation, any and all undischarged obligations of Developer that were the subject of any plan approved by the City pursuant to Section 6.2a(iv)(B); and

d. the City shall owe their obligations (including any undischarged obligations of the City that were otherwise required to be performed by the City prior to the Substitution Effective Date) under the Project Agreement and this Agreement to such Substitute in place of (i) Developer and (ii) if a Step-in Date has previously occurred, any Step-in Entity.

7.3 Facilitation of Transfer
The City shall use Reasonable Efforts to facilitate the transfer to the Substitute of Developer’s obligations under the Project Agreement and this Agreement.
7.4 Settlement of Outstanding Financial Liabilities

a. The Substitute shall pay to the City any amount due from Developer to the City under the Project Agreement and this Agreement as of the Substitution Effective Date within 30 Calendar Days after such Substitution Effective Date (or, if later, within 30 Calendar Days after the date of notice from the City to the Substitute of such amount).

b. If the Substitute fails to satisfy its obligations pursuant to Section 7.4a, the City shall be entitled to exercise their rights under the Project Agreement in respect of the amount so due and unpaid.

7.5 Consequences of Substitution

On and from the Substitution Effective Date:

a. subject to Section 7.4 and the Substitute’s obligation to perform any and all undischarged obligations of Developer that were the subject of any plan approved by the City pursuant to Section 6.2a(iv)(B), any right of termination under the Project Agreement or this Agreement or any right other right under the Project Agreement or this Agreement previously suspended by virtue of Section 4.1 and/or Section 5.4b(i) shall be of no further effect and the City shall not be entitled to terminate either the Project Agreement or this Agreement by virtue of any act, omission or circumstance (including any breach, Developer Default, Noncompliance Points, Construction Closure Deductions or Operating Period Closure Deductions) that occurred or accrued prior to the Substitution Effective Date;

b. if any Step-in Entity is a party to or has any obligations under the Project Agreement or this Agreement on the Substitution Effective Date, such Step-in Entity shall cease to be a party thereto and hereto and shall be discharged from all obligations thereunder and hereunder; and

c. the City, the Collateral Agent and the Substitute (replacing Developer as a party) (each acting reasonably) shall enter into a direct agreement on substantially the same terms as this Agreement.

8. REINSTATEMENT OF REMEDIES

If:

a. A City Notice has been given;

b. the Developer Default that is the subject-matter of such notice is continuing and has not been remedied or waived by the City; and

c. either:

   (i) no Step-in Entity or Substitute becomes a party to the Project Agreement and this Agreement pursuant to Section 5.3 or 7.2a, as applicable, prior to the relevant Cure Period Completion Date; or

   (ii) a Step-in Entity becomes a party to the Project Agreement and this Agreement pursuant to Section 5.3, as applicable, prior to the relevant Cure Period Completion Date, but the Step-in Period relating to such Step-in Entity ends without a Substitute becoming a party thereto and hereto,

then, on and from the relevant Cure Period Completion Date, the City shall be entitled to:

   (iii) pursuant to Section 30 of the Project Agreement, act upon any and all grounds for termination available to it in relation to the Project Agreement in respect of any Developer Defaults that have not been remedied or otherwise waived by the City;
(iv) pursue any and all available claims and exercise any and all available remedies against Developer; and

(v) take, initiate, join in or support any action of the type referred to in Section 4.1b.

9. REJECTION OF THE PROJECT AGREEMENT IN BANKRUPTCY OR INSOLVENCY PROCEEDINGS

a. If the Project Agreement is rejected by a trustee or debtor-in-possession, or terminated, as a result of any Insolvency Event involving Developer and, within 150 Calendar Days after such rejection or termination, the Collateral Agent shall so request and shall certify in writing to the City that the Collateral Agent or the Collateral Agent’s Substitute intends to perform the obligations of Developer as and to the extent required under the Project Agreement, the City shall execute and deliver to the Collateral Agent (or, subject to prior compliance with the provisions of, and procedures set out in, Sections 6 and 7, any permitted Substitute) a new project agreement. Such new project agreement shall be on the same terms and conditions as the Project Agreement, except with respect to any obligations that have been fulfilled by Developer or by any party acting on behalf of or stepping-in for Developer prior to such rejection or termination. References in this Agreement to the “Project Agreement” shall be deemed also to refer to any such new project agreement as executed.

b. The effectiveness of any new project agreement referred to in Section 9.a shall be conditional upon the Collateral Agent first reimbursing the City in respect of their costs incurred in connection with the execution and delivery of such new project agreement.

10. TERMINATION OF THIS AGREEMENT

This Agreement shall remain in effect until the earliest to occur of:

a. the date on which all of the obligations of Developer under the Financing Documents have been irrevocably discharged in full to the satisfaction of the Collateral Agent;

b. the date on which all of the parties’ respective obligations and liabilities under the Project Agreement and this Agreement have expired or have been satisfied in accordance with the terms of the same; and

c. any assignment and transfer to a Substitute has occurred pursuant to Sections 6 and 7 and the City, the Collateral Agent and the Substitute shall have entered into a direct agreement pursuant to Section 7.5c.

11. PRESERVATION OF FUNDS

The Collateral Agent acknowledges the provisions of Section 25.5 (Reinstatement), and Section 3 of Schedule 21 (Handback Requirements) to, the Project Agreement.

12. COMPETING STEP-IN RIGHTS

12.1 Forbearance

Notwithstanding any provision in any Principal Subcontractor Direct Agreement to the contrary, the City agrees that it shall not exercise any rights of step-in, novation or other similar rights it may have under any such Principal Subcontractor Direct Agreement until:⁴

a. the Project Agreement has been terminated (other than pursuant to an assignment or transfer to a Substitute pursuant to Sections 6 and 7) or expired;

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⁴ These provisions will be adjusted as needed to reflect the terms of the Lenders’ Subcontract Direct Agreement(s), e.g., if there is no cure period thereunder.
any relevant period under any Lenders’ Subcontract Direct Agreement during which the Collateral Agent is entitled to either exercise or procure the exercise of rights of step-in, novation, transfer or any similar right thereunder has expired; or

c. if the Collateral Agent has exercised or procured the exercise of any such rights of step-in, novation, transfer or any similar right, the date of any step-out or similar event (howsoever defined) under the relevant Lenders’ Subcontract Direct Agreement has occurred pursuant to which the Collateral Agent (on behalf of the Lenders) has voluntarily ceased to exercise such step-in, novation, transfer or similar rights.

The date on which the City becomes first entitled to exercise rights of step-in, novation or other similar rights under similar rights it may have under the Principal Subcontractor Direct Agreement, the “Forbearance End Date.”

12.2 Expiry of Lender Rights

a. The Collateral Agent shall notify the City promptly after the date on which the Collateral Agent either:

(i) has determined (and the Collateral Agent shall so certify in such notice) that the Collateral Agent and the Lenders have exhausted; or

(ii) has determined (A) not to exercise (or to cease exercising) or (B) that, as a result of a release in full of the security interests referred to in Section 2.1a, it and the Lenders are no longer entitled to exercise,

their direct or indirect legal rights and remedies pursuant to the Financing Documents or a Principal Subcontract against the related Principal Subcontractor, any guarantor of such Principal Subcontractor’s obligations under the relevant Principal Subcontract and any provider of any Contractor Bond that has been provided by such Principal Subcontractor in favor of Developer in accordance with Section 9.3.2.b. of the Project Agreement, it being acknowledged that any determination to exercise, not to exercise or to cease exercising any such legal rights and remedies shall be in the sole discretion of the Collateral Agent acting in accordance with the Financing Documents.

b. Following receipt by the City of a notice from the Collateral Agent pursuant to Section 12.2a (the date of such receipt, the “Subordination Date”), all of the right, title and interest of the Collateral Agent (and each Lender) against:

(i) the relevant Principal Subcontractor;

(ii) any guarantor of such Principal Subcontractor’s obligations under the relevant Principal Subcontract;

(iii) any provider of any Contractor Bond that has been provided by such Principal Subcontractor in favor of Developer in accordance with Section 9.3.2.b. of the Project Agreement,

pursuant to the Financing Documents or any relevant Principal Subcontract, guaranty or Contractor Bond shall be subject and subordinated in all respects to all right, title and interest of the City pursuant to the relevant Principal Subcontractor Direct Agreement.

c. Notwithstanding any provision in any Principal Subcontractor Direct Agreement to the contrary, the City agrees that, prior to the Subordination Date, it shall not exercise any rights or remedies against any Principal Subcontractor under the related Principal Subcontractor Direct Agreement (other than rights of step-in, novation or other similar rights they are permitted to exercise pursuant to Section 12.1).
13. REPRESENTATIONS AND WARRANTIES

13.1 Representations and Warranties of Collateral Agent

a. Each undersigned signatory for the Collateral Agent hereby represents and warrants that he or she has been duly authorized to execute and deliver this Agreement on behalf of the Collateral Agent.

b. The Collateral Agent hereby represents and warrants that the Collateral Agent has full power and authority to execute, deliver and perform this Agreement.

c. The Collateral Agent represents and warrants that this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforceability of the rights of creditors generally and by general principles of equity.

d. The representations and warranties in Sections 13.1a, (b) and c are made for the benefit of the City and Developer for the purpose of inducing the City and Developer to enter into this Agreement.

13.2 Representations and Warranties of Developer

a. The undersigned signatory for Developer hereby represents and warrants that he or she has been duly authorized to execute and deliver this Agreement on behalf of Developer.

b. Developer hereby represents and warrants that Developer has the limited liability company power and authority to execute, deliver and perform this Agreement.

c. Developer represents and warrants that this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforceability of the rights of creditors generally and by general principles of equity.

d. The representations and warranties in Sections 13.2a to (d) are made for the benefit of the City and the Collateral Agent for the purpose of inducing the City and the Collateral Agent to enter into this Agreement.

13.3 Representations and Warranties of the City

a. The undersigned signatory for the City hereby represents and warrants that he or she has been duly authorized to execute and deliver this Agreement on behalf of the City.

b. The City represents and warrants that it has the full power, right and authority to execute, deliver and perform each and all of its obligations under this Agreement.

c. The City represents and warrants that this Agreement constitutes a legal, valid and binding obligation of the City, enforceable against it in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforceability of the rights of creditors generally, by general principles of equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of the powers delegated to it by the Constitution of the United States.

d. The City represents and warrants that, as of the date of this Agreement, no City Default or, to its knowledge, Developer Default, has occurred and is continuing, and no fact or event exists that with the passage of time or giving of notice would constitute an City Default or, to its knowledge, a Developer Default.
14. CHOICE OF LAW; JURISDICTION AND VENUE; DISPUTE RESOLUTION

14.1 Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, other than any provision thereof that permits or requires the application of the laws of another jurisdiction, and regardless of any other jurisdiction’s choice of law rules. Any provision incorporated herein by reference which purports to negate this provision or any other special provision set out in Section 15.14, in whole or in part, shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

14.2 Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:

a. any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;

b. any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

c. the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

15. GENERAL PROVISIONS

15.1 Amendments and Waivers

a. This Agreement may only be amended by a written amendment duly executed by all parties unless the amendment to this Agreement is expressly allowed or required to be made in any other manner pursuant to this Agreement.

b. Except to the extent otherwise expressly provided in this Agreement:

(i) any waiver of, or consent to any departure from, the requirements of any provision of this Agreement shall be approved in the discretion of the party giving it and shall be effective only if it is in writing by such party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given;

(ii) no failure on the part of any party to exercise, and no delay in exercising, any right or power under this Agreement shall operate as a waiver of such right or power; and

(iii) no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent or approval, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.
c. For certainty, any waiver of any provision of this Agreement made by a party other than
the City that would result in a violation of Schedule 27 to the Project Agreement shall be
null and void unless approved by the City (in their discretion).

15.2 Successors and Assigns

a. Except to the extent expressly provided hereunder, no party to this Agreement may assign
or transfer any part of its rights or obligations hereunder without the prior written consent
of the other parties, provided that the Collateral Agent may assign or transfer its rights and
obligations hereunder in accordance with the terms of this Agreement to a successor
Collateral Agent in accordance with the Financing Documents (in connection with which,
the City agree to enter into a new direct agreement with the successor Collateral Agent on
terms that are substantially the same as those of this Agreement).

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and
their respective successors and permitted assigns.

15.3 Severability

a. If any provision (or part of any provision) of this Agreement is ruled invalid by a court having
proper jurisdiction, then the parties shall:

(i) promptly meet and negotiate a substitute for such provision or part thereof which
shall, to the greatest extent legally permissible, effect the original intent of the
parties; and

(ii) if necessary or desirable, and to the extent the parties agree to do so, apply to the
court which declared such invalidity for an interpretation of the invalidated provision
(or part thereof) to guide the negotiations.

b. If any provision (or part of any provision) of this Agreement shall, for any reason, be held
to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall
not affect the validity, legality and enforceability of any other provision of (or the other part
of such provision) or any other documents referred to in this Agreement, and this
Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part
thereof) had never been contained herein.

15.4 Entire Agreement

Subject to Section 1.3b, this Agreement constitutes the entire agreement among the City,
Developer and the Collateral Agent concerning the subject matter hereof and supersedes all prior
negotiations, representations, and agreements, either oral or written, among the parties with
respect to their subject matter.

15.5 Notices and Communications

a. Any notice shall be given in writing by means of physical (including delivery by courier and
postage pre-paid certified or registered mail), digital or electronic communication, but
excluding the use of social media, messaging, broadcast and equivalent services, to
the relevant party at the following addresses, as applicable:
b. A notice shall be deemed to have been delivered and received:

(i) upon receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution before 3:00 p.m. (local time at the place of receipt) on a Working Day;

(ii) on the next Working Day following receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution on or after 3:00 p.m. (local time at the place of receipt) on a Working Day;

(iii) upon receipt, if physically delivered in person; or

(iv) if delivered by courier or postage pre-paid certified or registered mail, on the date of receipt as shown by the addressee’s registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the United States Postal Service or independent courier.

c. The parties will notify each other in writing of any change of address and/or contact information, such notification to become effective five Working Days after notification.

15.6 Effect of Breach

Without prejudice to any rights a party may otherwise have, a breach of this Agreement shall not of itself give rise to a right to terminate the Project Agreement.

15.7 Counterparts

This Agreement (or an amendment or waiver in respect to this Agreement) may be executed in one or more counterparts (including by electronic signature and/or scanned or digital transmission). Any single counterpart or a set of counterparts executed, in either case, by each of the parties shall constitute a full and original instrument for all purposes.

15.8 No Third Party Beneficiaries

It is not intended by any of the provisions of this Agreement to create any third party beneficiary rights hereunder. Notwithstanding the foregoing, the duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by Law.

15.9 No Partnership

Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship or among the parties. None of the parties shall hold itself out contrary to the terms of this Section 15.9.
15.10 No Interference

Developer joins in this Agreement to acknowledge and consent to the arrangements set out and agrees not to knowingly do or omit to do anything that may prevent any party from enforcing its rights under this Agreement.

15.11 Collateral Agent Liability

a. Notwithstanding anything to the contrary in this Agreement, but subject to Sections 3.2, 5 (but solely to the extent the Collateral Agent or any of its Affiliates is the Step-In Entity), 13.1, the Collateral Agent shall not have any liability to the City under this Agreement, unless:

(i) the Collateral Agent expressly assumes such liability in writing; or

(ii) such liability arises as a result of or is made in response to any breach of Law or fraud, willful misconduct, criminal conduct, recklessness, bad faith or gross negligence by or of the Collateral Agent.

b. The City acknowledge and agree that the Collateral Agent shall not be obligated or required to perform any of Developer’s obligations under the Project Agreement, except during any Step-in Period and then solely to the extent the Collateral Agent or any of its Affiliates is the Step-In Entity.

15.12 No Personal Liability

The City of Denver and the County of Denver’s authorized representatives, including the Enterprise Representative, are acting solely as agents and representatives of the City when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the City for actions in their ordinary course of employment.

15.13 Costs and Expenses of the Parties

Except as otherwise expressly provided in this Agreement or the Project Agreement, each party shall bear its own costs and expenses in connection with the preparation, negotiation, execution and performance of this Agreement and all other related agreements.


[remainder of page left intentionally blank; signature page follows]

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5 Additional City Standard Provisions may be added in a subsequent Addendum.
IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

[To insert signature blocks.]
Annex A
List of Financing Documents

A. Financing Agreements
   1. [Insert list at Financial Close]

B. Security Documents
   1. [Insert list at Financial Close]
Exhibit A
Form of Step-in Entity Accession Agreement

[on Step-in Entity letterhead]

[Date]

To: The City and County of Denver

Cc: []

From: [Step-in Entity]

Ladies and Gentlemen:

Reference is made to: (a) the Project Agreement dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”) among The City and County of Denver (the “City”) and [name] (the “Developer”); and (b) the Direct Agreement dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Direct Agreement”), among the City, Developer and [name] as Collateral Agent (as defined therein).

Capitalized terms used but not defined in this Step-in Entity Accession Agreement shall have the meanings given to them in in the Direct Agreement.

1. We hereby confirm that: (a) we are a Step-in Entity pursuant to Section 5 of the Direct Agreement; and (b) this is a Step-in Entity Accession Agreement for purposes of the Direct Agreement.

2. We acknowledge and agree that, upon and by reason of our execution of this Step-in Entity Accession Agreement, we shall become a party as a Step-in Entity to the Project Agreement and the Direct Agreement jointly and severally with Developer and, accordingly, shall have the rights and powers and assume the obligations of Developer under the Project Agreement and the Direct Agreement in accordance with the terms of the Direct Agreement.

3. Our notice address and contact details for purposes of Section 15.5 of the Direct Agreement are as follows:

[Step-in Entity name]
[Attention]
[Address]
[Phone]
[Email]

4. This Step-in Entity Accession Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, other than any provision thereof that permits or requires the application of the laws of another jurisdiction, and regardless of any other jurisdiction’s choice of law rules. Any provision incorporated herein by reference which purports to negate this provision, in whole or in part, shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Step-in Entity Accession Agreement, to the extent capable of execution.

5. All suits or actions related to this Step-in Entity Accession Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and the Step-in Entity named below irrevocably waives:

(a) any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;
(b) any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

(c) the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

The terms set out herein are hereby agreed to:

[To insert signature block for Step-in Entity.]
To: The City and County of Denver  
Cc: []  
From: [Substitute]

Ladies and Gentlemen:

Reference is made to: (a) the Project Agreement dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”) among The City and County of Denver (the “City”) and [name] (the “Developer”); and (b) the Direct Agreement dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Direct Agreement”), among the City, Developer and [date] as Collateral Agent (as defined therein).

Capitalized terms used but not defined in this Substitute Accession Agreement shall have the meanings given to them in in the Direct Agreement.

1. We hereby confirm that: (a) we are a Substitute pursuant to Sections 6 and 7 of the Direct Agreement; and (b) this is a Substitute Accession Agreement for purposes of the Direct Agreement.

2. We acknowledge and agree that, pursuant to Section 7.1 of the Direct Agreement, we shall become a party as a Substitute to the Project Agreement and the Direct Agreement on and from the date on which this Substitute Accession Agreement is otherwise deemed to be effective pursuant to Section 7.1 of the Direct Agreement and, accordingly, on and from the earlier of such dates we shall have the rights and powers and assume the obligations of Developer under the Project Agreement and the Direct Agreement in accordance with the terms of the Direct Agreement.

3. We hereby represent and warrant to the City that each representation and warranty made by Developer set out in Section 1 of Schedule 2 (Representations and Warranties) to the Project Agreement is true and correct as of the date hereof, except that, for such purposes, each reference to “Developer” shall be deemed to be a reference to us in our capacity as Substitute.

4. Our notice address and contact details for purposes of Section 15.5 of the Direct Agreement as follows:

   [Substitute name]  
   [Attention]  
   [Address]  
   [Phone]  
   [Email]

5. This Substitute Accession Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, other than any provision thereof that permits or requires the application of the laws of another jurisdiction, and regardless of any other jurisdiction’s choice of law rules. Any provision incorporated herein by reference which purports to negate this provision, in whole or in part, shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Substitute Accession Agreement, to the extent capable of execution.
6. All suits or actions related to this Substitute Accession Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:

(a) any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;

(b) any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

(c) the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

The terms set out herein are hereby agreed to:

[To insert signature block for Substitute.]

Agreed for and on behalf of:

[To insert signature blocks for City]
Section 2
Lead Contractor Direct Agreement

This Direct Agreement (this “Agreement”) is dated as of [____________], 20[___] (the “Agreement Date”) and made among:

a. The City and County of Denver (the “City”);
b. [ ] (the “Developer”); and
c. [ ] (“Lead Contractor”);
d. [ ] (“Guarantor”).

RECITALS

Whereas:

a. The City and Developer have entered into a Project Agreement for the Triangle Project dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”), in connection with the design, build, financing, operation and maintenance of Phases 3-8 of the Master Plan to complete the 250-acre NWC Campus. Phases 3-8 consist of the development of approximately 60 acres on the southeast portion of the NWC Campus (the “Site”). Development of the Site includes both the development of various Public Elements (such as the construction of a New Arena, a new Expo Hall, and rehabilitation of the historic 1909 Building) on the Private Elements Property and the City’s grant to the Developer of development rights for Private Development on the remaining Private Development Property. The Public Elements and the Private Development portions, together with all associated Work that will be undertaken by the Developer under this Agreement, comprise the Site Project (the “Project”) as more fully described in the Project Agreement.

b. The Lead Contractor and Developer have entered into an agreement for the Project dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “D&C Subcontract”), in connection with the design and construction of the Project as more fully described in the D&C Subcontract.

c. The Guarantor has provided to Developer a payment and performance guaranty dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Guaranty”) of the Lead Contractor’s obligations under the D&C Subcontract.

d. The Lead Contractor, Developer and Lead Facilities Operator have entered into an Interface Agreement for the Project dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Interface Agreement”), in order, inter alia, to clarify the respective responsibilities of the Lead Contractor, Developer and Lead Facilities Operator in connection with the Project.

e. The Lead Contractor has provided to Developer a letter of credit or multiple letters of credit securing the performance of the Lead Contractor’s obligations under the D&C Subcontract (the “Letters of Credit”).

f. It is a condition precedent to Financial Close under Schedule 1 (Financial Close) to the Project Agreement that the parties hereto execute this Agreement.

Now, therefore, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties undertake and agree as follows:

City and County of Denver
National Western Center Triangle Project

Addendum #2
March 5, 2020
Project Agreement  
Schedule 22, Forms of Direct Agreement  
Section 2: Lead Contractor Direct Agreement

1. DEFINITIONS, INTERPRETATION AND RELATIONSHIP TO PROJECT AGREEMENT

1.1 Definitions

a. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in Annex C (Definitions and Abbreviations) of the Project Agreement.

b. Except as otherwise specified herein, or as the context may otherwise require, the following terms have the respective meanings set out below for all purposes of this Agreement:

   “Agreement Date” has the meaning given to it in the Recitals.

   “City Step-in” has the meaning given to it in Section 2.2c.iii.

   “City Step-in Date” has the meaning given to it in Section 2.2c.iii.

   “City Step-in Rights Period” has the meaning given to it in Section 2.2c.

   “Forbearance End Date” means the date on which the City is first entitled to exercise rights of step-in, novation or other similar rights under this Agreement in accordance with Section 12.1 of the Lenders Direct Agreement.

   “Guarantor” means [ ].

   “Guaranty” has the meaning given to it in the Recitals.

   “Interface Agreement” has the meaning given to it in the Recitals.

   “Lead Contractor” has the meaning given to it in the Recitals.

   “Lead Facilities Operator” has the meaning given to it in the Recitals.

   “Letters of Credit” has the meaning given to it in the Recitals.

   “Private Sector Parties” means Developer, the Lead Contractor, and the Guarantor.

   “Release Date” means the later to occur of:
   (a) the Subordination Date (as defined in the Lenders Direct Agreement); and
   (b) the Termination Date.

   “Subcontractor Bond” means any Contractor Bond provided by the Lead Contractor in favor of Developer in accordance with Section 9.5.2.b of the Project Agreement.

1.2 Interpretation

1.2.1 Headings and other internal references

   a. Headings are inserted for convenience only and shall not affect interpretation of this Agreement.

   b. Except as the context may otherwise provide, the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.
c. Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section within this Agreement is a reference to such Section of this Agreement.

1.2.2 Common terms and references
   a. The singular includes the plural and vice versa.
   b. Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words that follow.
   c. The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.

1.2.3 References to agreements, documents and Persons
   Except as otherwise expressly provided in this Agreement, a reference:
   a. to an agreement or other document shall be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms and the terms of the Project Agreement;
   b. to a Person includes such Person’s permitted successors, assigns and transferees; and
   c. where the Lead Contractor is at any time a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose, to the “Lead Contractor” shall be deemed to include reference to each and every member or partner of the same and the liability of each and every such member or partner under this Agreement shall be deemed to be joint and several.

1.2.4 Discretion
   Except as otherwise expressly provided in this Agreement, where this Agreement provides that any consent, approval or like assent is to be made or given in the “discretion” of a Person, it shall be made or given only in the sole and absolute discretion of such Person (which discretion includes the ability to refrain from giving, or to impose conditions on, such consent, approval or like assent), which discretionary decision regarding any consent, approval or like assent shall be final and binding and not subject to dispute other than with respect to:
   a. a good faith dispute concerning whether the consent, approval or like assent was discretionary; or
   b. a breach of the implied covenant of good faith and fair dealing.

1.3 Relationship to Project Agreement
   a. In the event of any conflict, ambiguity or inconsistency between the provisions of (i) any of the Project Agreement, the D&C Subcontract, the Guaranty or the Interface Agreement and (ii) the provisions of this Agreement, the provisions of this Agreement shall prevail.
   b. Notwithstanding the foregoing, nothing in this Agreement amends or modifies (i) any of Developer’s obligations under the Project Agreement, (ii) any of the Lead Contractor’s obligations under the D&C Subcontract or the Interface Agreement or (iii) any of the Guarantor’s obligations under the Guaranty.

2. UNDERTAKINGS

2.1 Performance Standards
a. The Lead Contractor represents and warrants to the City that it has performed, and hereby undertakes to perform, such portion of the Work that is the subject of the D&C Subcontract pursuant to and in compliance with the terms, conditions and requirements of:
   i. the D&C Subcontract; and
   ii. the Project Agreement, to the extent applicable in accordance with its terms or the terms of the D&C Subcontract,

provided that, without prejudice to Section 12.2.c of the Lenders Direct Agreement, the City shall not be entitled to exercise against the Lead Contractor any rights or remedies to which it becomes entitled as a result of a breach of any of the representations and warranties or undertakings made pursuant to this Section 2.1a until the earliest of:
   iii. the Forbearance End Date; and
   iv. the Release Date.

b. The City agrees that the Lead Contractor and the Guarantor shall:
   i. be entitled in any action or proceedings by the City in connection with, or as a result of having exercised their rights pursuant to, this Agreement to raise equivalent rights of defense of liability (except for set off or counterclaim) as they would have against Developer under, respectively, the D&C Subcontract and the Guaranty; and
   ii. have no liability under, or as a result of the City exercising its rights pursuant to, this Agreement that is of greater severity or of longer duration than they would have had if the City had been, respectively, a party to the D&C Subcontract as joint employer together with Developer and a joint beneficiary of the Guaranty together with Developer.

2.2 Step-in Rights

a. The Lead Contractor shall not exercise, or seek to exercise, any right which may be or becomes available to it to:
   i. terminate, or treat as terminated or repudiated, the D&C Subcontract or its engagement thereunder; or
   ii. suspend the performance of any of its obligations under the D&C Subcontract,

without first giving to the City at least 60 Calendar Days’ (or, in the case of a payment default, 45 Calendar Days’) prior notice in accordance with Section 2.2b, provided that, if the expiry period of such notice occurs prior to the expiry of the City Step-in Rights Period, the Lead Contractor shall not be entitled to exercise, or seek to exercise, any such right(s) unless and until:
   iii. the City delivers a notice to the Lead Contractor pursuant to Section 2.2c during the City Step-in Rights Period initiating a City Step-in and subsequently the City fails to remedy the circumstances that gave rise to the delivery of the notice from the Lead Contractor by the date which is 30 Calendar Days after the City Step-in Date, in which case the Lead Contractor shall be entitled to exercise, or seek to exercise, any right then available to it under the D&C Subcontract as referred to in Sections 2.2a.i. and 2.2a.ii.;
   iv. if the City Step-in Rights Period has begun but not yet expired, the occurrence of the 60th Calendar Day (or, in the case of a payment default, the 45th Calendar Day) after the City’s receipt of a notice from the Lead Contractor pursuant to Section 2.2a without the City having delivered a notice to the Lead Contractor
pursuant to Section 2.2c during the City Step-in Rights Period initiating a City Step-in, in which case the Lead Contractor shall be entitled to exercise, or seek to exercise, the right referred to in Section 2.2a.ii. if then available to it under the D&C Subcontract; or

v. the City Step-in Rights Period has expired without the City having delivered a notice to the Lead Contractor pursuant to Section 2.2c during the City Step-in Rights Period initiating a City Step-in, in which case the Lead Contractor shall be entitled to exercise, or seek to exercise, any right then available to it under the D&C Subcontract as referred to in Section 2.2a.i. and 2.2a.ii.

b. Any notice given by the Lead Contractor to the City pursuant to Section 2.2a shall specify:

i. the potential grounds for the Lead Contractor to exercise any right described in Sections 2.2a.i. or 2.2a.ii. together with details regarding any other unperformed obligations of, and uncured breaches by, Developer under the D&C Subcontract of which the Lead Contractor is aware;

ii. all amounts due and payable by Developer to the Lead Contractor under the D&C Subcontract, if any, on or before the date of such notice and which remain unpaid at such date, and the nature of Developer’s obligation to pay such amounts; and

iii. the amount of any payments that the Lead Contractor reasonably foresees shall become due and payable from Developer to the Lead Contractor under the D&C Subcontract prior to the expiry of the City Step-in Rights Period.

c. At any time during the period:

i. on and from the earlier of:

A. the date of the City’s receipt of a notice (if any) from the Lead Contractor pursuant to Section 2.2a.; and

B. the Forbearance End Date;

ii. to and including (whether the earlier of the dates referred to in Section 2.2c.i is the date referred to in Section 2.2c.i.A or the date referred to in Section 2.2c B) the later of:

A. the 60th Calendar Day (or, in the case of a payment default, the 45th Calendar Day) after the City’s receipt of a notice (if any) from the Lead Contractor pursuant to Section 2.2a; and

B. the 15th Calendar Day after the Forbearance End Date,

(the “City’s Step-in Rights Period”), the City shall give notice to the Lead Contractor and the Guarantor as to whether the City (or its designee):

iii. shall from the date specified in such notice (the “City’s Step-in Date”) (which specified date shall be no later than the last Calendar Day of such City Step-in Rights Period) assume all rights and obligations of, and succeed to the interests of, Developer under the D&C Subcontract, the [Guaranty], the Interface Agreement, any Letters of Credit and any Subcontractor Bond to the exclusion and in place of Developer (an “City Step-in”), provided that, following any such assumption and succession, each of the D&C Subcontract, the Guaranty, the Interface Agreement, any Letters of Credit and any Subcontractor Bond shall remain in full force and effect; or

iv. waive their rights to effect a City Step-in pursuant to Section 2.2c.iii.
d. Each of the Lead Contractor and the Guarantor acknowledges and agrees that the City, in its discretion, shall have the right to require them:

i. following the occurrence of the Release Date, to consent to any assignment and transfer of the benefit of this Agreement, the Guaranty, the Interface Agreement and the D&C Subcontract (including the benefit of all warranties and guarantees, express or implied, provided under the D&C Subcontract) pursuant to Section 39.2 of the Project Agreement;

ii. to enter into a novation agreement or contract amendment to effect any City Step-in or any assignment and transfer referred to in Section 2.2d.i; and

iii. to cause the issuer of any Subcontractor Bond or any Letters of Credit to enter into such agreements or other documents as reasonably necessary to grant the City the benefits previously available to Developer thereunder following any City Step-in or any assignment and transfer referred to in Section 2.2d.i.

e. Each of the Lead Contractor and the Guarantor acknowledges and agrees they shall not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate any of the activities contemplated under Section 39.1 of the Project Agreement or any transfer or assignment contemplated under Section 39.2 of the Project Agreement and Section 2.2d.i.

f. If either:

i. any assignment and transfer referred to in Section 2.2d.i occurs; or

ii. a City Step-in occurs,

the City shall accept liability for Developer’s obligations under the relevant D&C Subcontract and the Interface Agreement and shall as soon as practicable thereafter cure any outstanding breach by Developer which is capable of cure by the City, in each case subject to Developer’s rights under the terms of the relevant D&C Subcontract; provided that, with respect to any such breach that is incapable of being cured by the City, the City shall promptly following any such assignment and transfer or City Step-in, as applicable, provide a plan with respect to such breach specifying the action(s) they have taken or shall take in order to mitigate the material adverse effects (if any) of such breach on the Lead Contractor or in relation to the Lead Contractor and to prevent such breach (if capable of repetition) from occurring in the future.

g. Without prejudice to the Lead Contractor’s rights and remedies under this Agreement, the City shall not be under any obligation to the Lead Contractor, nor shall the Lead Contractor have any claim or cause of action against the City, unless and until any assignment and transfer referred to in Section 2.2d.i or a City Step-in occurs.

h. Developer acknowledges and agrees that the Lead Contractor [and the Guarantor] shall each be entitled to rely on any notice or instruction given to it by the City exercising their rights under this Agreement as conclusive evidence that the City is entitled to exercise such rights.

3. CITY’S REMEDIES

The rights and benefits conferred upon the City by this Agreement are in addition to: (a) any other rights and remedies it may have against Developer, the Lead Contractor and/or the Guarantor; and (b) any other rights and benefits they may have with respect to any Subcontractor Bond, any other Contractor Bond or any Letters of Credit.
4. **CHOICE OF LAW; JURISDICTION AND VENUE; DISPUTE RESOLUTION**

4.1 **Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, other than any provision thereof that permits or requires the application of the laws of another jurisdiction, and regardless of any other jurisdiction’s choice of law rules. Any provision incorporated herein by reference which purports to negate this provision, in whole or in part, shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

4.2 **Jurisdiction and Venue**

All suits or actions related to this Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:

a. any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;

b. any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

c. the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

5. **GENERAL PROVISIONS**

5.1 **Amendments and Waivers**

a. This Agreement may only be amended by a written amendment duly executed by all parties unless the amendment to this Agreement is expressly allowed or required to be made in any other manner pursuant to this Agreement.

b. Except to the extent otherwise expressly provided in this Agreement:

i. any waiver of, or consent to any departure from, the requirements of any provision of this Agreement shall be approved (in the discretion) of the party giving it and shall be effective only if it is in writing by such party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given;

ii. no failure on the part of any party to exercise, and no delay in exercising, any right or power under this Agreement shall operate as a waiver of such right or power; and

iii. no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent or approval, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.

5.2 **Successors and Assigns**

a. No party to this Agreement may assign or transfer any part of its rights or obligations hereunder without the prior written consent of the other parties.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.3 **Severability**
a. If any provision (or part of any provision) of this Agreement is ruled invalid by a court having proper jurisdiction, then the parties shall:
   i. promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the parties; and
   ii. if necessary or desirable, and to the extent the parties agree to do so, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.

b. If any provision (or part of any provision) of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality and enforceability of any other provision of (or the other part of such provision) or any other documents referred to in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

5.4 Entire Agreement

Subject to Section 1.3b, this Agreement constitutes the entire agreement among the parties hereto concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements, either oral or written, among the parties with respect to their subject matter.

5.5 Notices and Communications

a. Any notice shall be given in writing by means of physical (including delivery by courier and postage pre-paid certified or registered mail), digital or electronic communication, but excluding the use of social media, messaging, broadcast and equivalent services, to the relevant party at the following addresses, as applicable:

   City
   [Attention]                                      Copy to
   [Address]                                       [[Attention]
   [Phone]                                        [Address]
   [Email]                                        [Phone]

   Developer
   [Attention]                                      Lead Contractor
   [Address]                                       [Attention]
   [Phone]                                        [Address]
   [Email]                                        [Phone]

   [Attention]                                      [Guarantor]
   [Address]                                       [Attention]
   [Phone]                                        [Address]
   [Email]                                        [Phone]

b. A notice shall be deemed to have been delivered and received:
   i. upon receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution before 3:00 p.m. (local time at the place of receipt) on a Business Day;
   ii. on the next Business Day following receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution on or after 3:00 p.m. (local time at the place of receipt) on a Business Day;
iii. upon receipt, if physically delivered in person; or
iv. if delivered by courier or postage pre-paid certified or registered mail, on the date of receipt as shown by the addressee’s registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the United States Postal Service or independent courier.

c. The parties shall notify each other in writing of any change of address and/or contact information, such notification to become effective five Business Days after notification.

5.6 Counterparts

This Agreement (or an amendment or waiver in respect to this Agreement) may be executed in one or more counterparts (including by electronic signature and/or scanned or digital transmission). Any single counterpart or a set of counterparts executed, in either case, by each of the parties shall constitute a full and original instrument for all purposes.

5.7 No Third Party Beneficiaries

It is not intended by any of the provisions of this Agreement to create any third-party beneficiary rights hereunder. Notwithstanding the foregoing, the duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by Law.

5.8 No Partnership

Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship or among the parties. None of the parties shall hold itself out contrary to the terms of this Section 5.8.

5.9 No Interference

Developer joins in this Agreement to acknowledge and consent to the arrangements set out and agrees not to knowingly do or omit to do anything that may prevent any party from enforcing its rights under this Agreement.

5.10 No Personal Liability

Each City’s authorized representatives, including the City Representative, are acting solely as agents and representatives of the City when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the City for actions in their ordinary course of employment.

5.11 Costs and Expenses of the Parties

Except as otherwise expressly provided in this Agreement, the Project Agreement, the D&C Subcontract or the Interface Agreement, each party shall bear its own costs and expenses in connection with the preparation, negotiation, execution and performance of this Agreement and all other related agreements.

5.12 City Standard Provisions

1 Additional City Standard Provisions may be added in a subsequent Addendum.
IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

[To insert signature blocks.]
Section 3
Lead Facilities Operator Direct Agreement

This Lead Facilities Operator Direct Agreement (this “Agreement”) is dated as of [ ] (the “Agreement Date”) and made among:

a. The City and County of Denver (the “City”);
b. [ ] (the “Developer”); and
c. [ ] (“Lead Facilities Operator”).

RECITALS

Whereas:

a. The City and Developer have entered into a Project Agreement for the Triangle Project dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”), in connection with the design, build, financing, operation and maintenance of Phases 3-8 of the Master Plan to complete the 250-acre NWC Campus. Phases 3-8 consist of the development of approximately 60 acres on the southeast portion of the NWC Campus (the “Site”). Development of the Site includes both the development of various Public Elements (such as the construction of a New Arena, a new Expo Hall, and rehabilitation of the historic 1909 Building) on the Private Elements Property and the City’s grant to the Developer of development rights for Private Development on the remaining Private Development Property. The Public Elements and the Private Development portions, together with all associated Work that will be undertaken by the Developer under this Agreement, comprise the Site Project (the “Project”) as more fully described in the Project Agreement.
b. The Lead Facilities Operator and Developer have entered into an O&M Subcontract for the Project dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms), in connection with the operation and maintenance of the Project as more fully described in the O&M Subcontract.
c. The Lead Facilities Operator, Developer and the Lead Contractor have entered into an [Interface Agreement] for the Project dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Interface Agreement”), in order, inter alia, to clarify the respective responsibilities of the Lead Facilities Operator, Developer and the Lead Contractor in connection with the Project.
d. It is a condition precedent to Financial Close under Schedule 1 (Financial Close) to the Project Agreement that the parties hereto execute this Agreement.

Now, therefore, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties undertake and agree as follows:

1. DEFINITIONS, INTERPRETATION AND RELATIONSHIP TO PROJECT AGREEMENT

1.1 Definitions

a. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in Annex C (Definitions and Abbreviations) of the Project Agreement.

1 The City may require two Lead Facilities Operator Direct Agreements if multiple Lead Facilities Operators are utilized.
b. Except as otherwise specified herein, or as the context may otherwise require, the following terms have the respective meanings set out below for all purposes of the Agreement:

   “Agreement Date” means the date of this Lead Facilities Operator Direct Agreement.
   “City Step-in” has the meaning given to it in Section 2.2c.iii.
   “City Step-in Date” has the meaning given to it in Section 2.2c.iii.
   “City Step-in Rights Period” has the meaning given to it in Section 2.2c.
   “Forbearance End Date” means the date on which the City are first entitled to exercise rights of step-in, novation or other similar rights under this Agreement in accordance with Section 12.1 of the Lenders Direct Agreement.
   “Interface Agreement” has the meaning given to it in the Recitals.
   “Lead Contractor” has the meaning given to it in the Recitals.
   “Lead Facilities Operator” has the meaning given to it in the Recitals.
   “O&M Subcontract” has the meaning given to it in the Recitals.
   “Private Sector Parties” means Developer and the Lead Facilities Operator.
   “Release Date” means the later to occur of:
   (a) the Subordination Date (as defined in the Lenders Direct Agreement); and
   (b) the Expiry Date (or, if earlier, the Termination Date).
   “Subcontractor Bond” means any Contractor Bond provided by the Lead Facilities Operator in favor of Developer in accordance with Section 9.5.2.b. of the Project Agreement.

1.2 Interpretation

1.2.1 Headings and other internal references

   a. Headings are inserted for convenience only and shall not affect interpretation of this Agreement.
   b. Except as the context may otherwise provide, the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.
   c. Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section within this Agreement is a reference to such Section of this Agreement.
1.2.2 Common terms and references
   a. The singular includes the plural and vice versa.
   b. Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words that follow.
   c. The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.

1.2.3 References to agreements, documents and Persons
   Except as otherwise expressly provided in this Agreement, a reference:
   i. to an agreement or other document shall be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms and the terms of the Project Agreement;
   ii. to a Person includes such Person’s permitted successors, assigns and transferees; and
   iii. where the Lead Facilities Operator is at any time a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose, to the “Lead Facilities Operator” shall be deemed to include reference to each and every member or partner of the same and the liability of each and every such member or partner under this Agreement shall be deemed to be joint and several.

1.2.4 Discretion
   Except as otherwise expressly provided in this Agreement, where this Agreement provides that any consent, approval or like assent is to be made or given in the “discretion” of a Person, it shall be made or given only in the sole and absolute discretion of such Person (which discretion includes the ability to refrain from giving, or to impose conditions on, such consent, approval or like assent), which discretionary decision regarding any consent, approval or like assent shall be final and binding and not subject to dispute other than with respect to:
   a. a good faith dispute concerning whether the consent, approval or like assent was discretionary; or
   b. a breach of the implied covenant of good faith and fair dealing.

1.3 Relationship to Project Agreement
   a. In the event of any conflict, ambiguity or inconsistency between the provisions of (i) any of the Project Agreement, the O&M Subcontract or the Interface Agreement and (ii) the provisions of this Agreement, the provisions of this Agreement shall prevail.
   b. Notwithstanding the foregoing, nothing in this Agreement amends or modifies (i) any of Developer’s obligations under the Project Agreement or (ii) any of the Lead Facilities Operator’s obligations under the O&M Subcontract or the Interface Agreement.

2. UNDERTAKINGS

2.1 Performance Standards
   a. The Lead Facilities Operator represents and warrants to the City that it has performed, and hereby undertakes to perform, such portion of the Work that is the subject of the O&M Subcontract pursuant to and in compliance with the terms, conditions and requirements of:
      i. the O&M Subcontract; and
ii. the Project Agreement, to the extent applicable in accordance with its terms or the terms of the O&M Subcontract,

provided that, without prejudice to Section 12.2(c) of the Lenders Direct Agreement, the City shall not be entitled to exercise against the Lead Facilities Operator any rights or remedies to which it becomes entitled as a result of a breach of any of the representations and warranties or undertakings made pursuant to this Section 2.1a until the earliest of:

iii. the Forbearance End Date; and

iv. the Release Date.

b. The City agrees that the Lead Facilities Operator shall:

i. be entitled in any action or proceedings by the City in connection with, or as a result of having exercised their rights pursuant to, this Agreement to raise equivalent rights of defense of liability (except for set off or counterclaim) as it would have against Developer under the O&M Subcontract; and

ii. have no liability under, or as a result of the City exercising their rights pursuant to, this Agreement that is of greater severity or of longer duration than it would have had if the City had been a party to the O&M Subcontract as joint employer together with Developer.

2.2 Step-in Rights

a. The Lead Facilities Operator shall not exercise, or seek to exercise, any right which may be or becomes available to it to:

i. terminate, or treat as terminated or repudiated, the O&M Subcontract or its engagement thereunder; or

ii. suspend the performance of any of its obligations under the O&M Subcontract,

without first giving the City at least 60 Calendar Days’ (or, in the case of a payment default, 45 Calendar Days’) prior notice in accordance with Section 2.2b, provided that, if the expiry period of such notice occurs prior to the expiry of the City Step-in Rights Period, the Lead Facilities Operator shall not be entitled to exercise, or seek to exercise, any such right(s) unless and until:

iii. the City delivers a notice to the Lead Facilities Operator pursuant to Section 2.2c during the City’s Step-in Rights Period initiating a City Step-in and subsequently the City fails to remedy the circumstances that gave rise to the delivery of the notice from the Lead Facilities Operator by the date which is 30 Calendar Days after the City’s Step-in Date, in which case the Lead Facilities Operator shall be entitled to exercise, or seek to exercise, any right then available to it under the O&M Subcontract as referred to in Sections 2.2a.i. and 2.2a.ii.;

iv. if the City’s Step-in Rights Period has begun but not yet expired, the occurrence of the 60th Calendar Day (or, in the case of a payment default, the 45th Calendar Day) after the City’s receipt of a notice from the Lead Facilities Operator pursuant to Section 2.2a without the City having delivered a notice to the Lead Facilities Operator pursuant to Section 2.2c. during the City’s Step-in Rights Period initiating a City Step-in, in which case the Lead Facilities Operator shall be entitled to exercise, or seek to exercise, the right referred to in Section 2.2a.ii. if then available to it under the O&M Subcontract; or

v. the City’s Step-in Rights Period has expired without the City having delivered a notice to the Lead Facilities Operator pursuant to Section 2.2c during the City’s
Step-in Rights Period initiating a City Step-in, in which case the Lead Facilities Operator shall be entitled to exercise, or seek to exercise, any right then available to it under the O&M Subcontract as referred to in Section 2.2a.i and 2.2a.ii.

b. Any notice given by the Lead Facilities Operator to the City pursuant to Section 2.2a shall specify:
   i. the potential grounds for the Lead Facilities Operator to exercise any right described in Sections 2.2a.i or 2.2a.ii, together with details regarding any other unperformed obligations of, and uncured breaches by, Developer under the O&M Subcontract of which the Lead Facilities Operator is aware;
   ii. all amounts due and payable by Developer to the Lead Facilities Operator under the O&M Subcontract, if any, on or before the date of such notice and which remain unpaid at such date, and the nature of Developer’s obligation to pay such amounts; and
   iii. the amount of any payments that the Lead Facilities Operator reasonably foresees shall become due and payable from Developer to the Lead Facilities Operator under the O&M Subcontract prior to the expiry of the City’s Step-in Rights Period.

c. At any time during the period:
   i. on and from the earlier of:
      A. the date of the City’s receipt of a notice (if any) from the Lead Facilities Operator pursuant to Section 2.2a; and
      B. the Forbearance End Date;
   ii. to and including (whether the earlier of the dates referred to in Section 2.2c.i.A is the date referred to in Section 2.2c.i.A or the date referred to in Section 2.2c.i.B) the later of:
      A. the 60th Calendar Day (or, in the case of a payment default, the 45th Calendar Day) after the City’s receipt of a notice (if any) from the Lead Facilities Operator pursuant to Section 2.2a; and
      B. the 15th Calendar Day after the Forbearance End Date,
      (the “City’s Step-in Rights Period”), the City shall give notice to the Lead Facilities Operator as to whether the City (or their designee)
   iii. shall from the date specified in such notice (the “City’s Step-in Date”) (which specified date shall be no later than the last Calendar Day of such City Step-in Rights Period) assume all rights and obligations of, and succeed to the interests of, Developer under the O&M Subcontract, the Interface Agreement and any Subcontractor Bond to the exclusion and in place of Developer (a “City Step-in”), provided that, following any such assumption and succession, each of the O&M Subcontract, the Interface Agreement and any Subcontractor Bond shall remain in full force and effect; or
   iv. waive their rights to effect a City Step-in pursuant to Section 2.2c.iii.

d. The Lead Facilities Operator acknowledges and agrees that the City, in their discretion, shall have the right to require it:
   i. following the occurrence of the Release Date, to consent to any assignment and transfer of the benefit of this Agreement, the Interface Agreement and the O&M Subcontract (including the benefit of all warranties and guarantees, express or
implied, provided under the O&M Subcontract) pursuant to Section 39.2 of the
Project Agreement;

ii. to enter into a novation agreement or contract amendment to effect any City Step-
in or any assignment and transfer referred to in Section 2.2d.i;

iii. to cause the issuer of any Subcontractor Bond to enter into such agreements or
other documents as reasonably necessary to grant the City the benefits previously
available to Developer under such Subcontractor Bond following any City Step-in
or any assignment and transfer referred to in Section 2.2d.i.

e. The Lead Facilities Operator acknowledges and agrees it shall not take any action (or
refrain from taking any action) in a manner that is calculated or intended to directly or
indirectly prejudice or frustrate any of the activities contemplated under Section 39.1 of the
Project Agreement or any transfer or assignment contemplated under Section 39.2 of the
Project Agreement and Section 2.2d.

f. If either:

i. any assignment and transfer referred to in Section 2.2d.i occurs; or

ii. a City Step-in occurs,

the City shall accept liability for Developer’s obligations under the relevant O&M
Subcontract and the Interface Agreement and shall as soon as practicable thereafter cure
any outstanding breach by Developer which is capable of cure by City, in each case subject
to Developer’s rights under the terms of the relevant O&M Subcontract; provided that, with
respect to any such breach that is incapable of being cured by the City, the City shall
promptly following any such assignment and transfer or City Step-in, as applicable, provide
a plan with respect to such breach specifying the action(s) they have taken or shall take in
order to mitigate the material adverse effects (if any) of such breach on the Lead Facilities
Operator or in relation to the Lead Facilities Operator and to prevent such breach (if
capable of repetition) from occurring in the future.

g. Without prejudice to the Lead Facilities Operator’s rights and remedies under this
Agreement, the City shall not be under any obligation to the Lead Facilities Operator, nor
shall the Lead Facilities Operator have any claim or cause of action against the City, unless
and until any assignment and transfer referred to in Section 2.2d.i or a City Step-in occurs.

h. Developer acknowledges and agrees that the Lead Facilities Operator shall be entitled to
rely on any notice or instruction given to it by the City exercising their rights under this
Agreement as conclusive evidence that the City is entitled to exercise such rights.

3. CITY’S REMEDIES

The rights and benefits conferred upon the City by this Agreement are in addition to:

a. any other rights and remedies they may have against Developer and/or the Lead Facilities
Operator; and

b. any other rights and benefits they may have with respect to any Subcontractor Bond or any
other Contractor Bond.

4. CHOICE OF LAW; JURISDICTION AND VENUE; DISPUTE RESOLUTION

4.1 Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of
Colorado, other than any provision thereof that permits or requires the application of the laws of
another jurisdiction, and regardless of any other jurisdiction’s choice of law rules. Any provision
incorporated herein by reference which purports to negate this provision, in whole or in part, shall
not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

4.2 Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:

a. any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;

b. any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

c. the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

5. GENERAL PROVISIONS

5.1 Amendments and Waivers

a. This Agreement may only be amended by a written amendment duly executed by all parties together with unless the amendment to this Agreement is expressly allowed or required to be made in any other manner pursuant to this Agreement.

b. Except to the extent otherwise expressly provided in this Agreement:

i. any waiver of, or consent to any departure from, the requirements of any provision of this Agreement shall be approved (in the discretion) of the party giving it and shall be effective only if it is in writing by such party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given;

ii. no failure on the part of any party to exercise, and no delay in exercising, any right or power under this Agreement shall operate as a waiver of such right or power; and

iii. no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent or approval, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.

5.2 Successors and Assigns

a. No party to this Agreement may assign or transfer any part of its rights or obligations hereunder without the prior written consent of the other parties.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.3 Severability

a. If any provision (or part of any provision) of this Agreement is ruled invalid by a court having proper jurisdiction, then the parties shall:

i. promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the parties; and
ii. if necessary or desirable, and to the extent the parties agree to do so, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.

b. If any provision (or part of any provision) of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality and enforceability of any other provision of (or the other part of such provision) or any other documents referred to in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

5.4 Entire Agreement

Subject to Section 1.3b, this Agreement constitutes the entire agreement among the parties hereto concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements, either oral or written, among the parties with respect to their subject matter.

5.5 Notices and Communications

a. Any notice shall be given in writing by means of physical (including delivery by courier and postage pre-paid certified or registered mail), digital or electronic communication, but excluding the use of social media, messaging, broadcast and equivalent services, to the relevant party at the following addresses, as applicable:

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<table>
<thead>
<tr>
<th>City</th>
<th>Copy to</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Attention]</td>
<td>[Attention]</td>
</tr>
<tr>
<td>[Address]</td>
<td>[Address]</td>
</tr>
<tr>
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<tr>
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<td>[Email]</td>
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</table>
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<table>
<thead>
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<th>Developer</th>
<th>Lead Facilities Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Attention]</td>
<td>[Attention]</td>
</tr>
<tr>
<td>[Address]</td>
<td>[Address]</td>
</tr>
<tr>
<td>[Phone]</td>
<td>[Phone]</td>
</tr>
<tr>
<td>[Email]</td>
<td>[Email]</td>
</tr>
</tbody>
</table>
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b. A notice shall be deemed to have been delivered and received:

i. upon receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution before 3:00 p.m. (local time at the place of receipt) on a Business Day;

ii. on the next Business Day following receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution on or after 3:00 p.m. (local time at the place of receipt) on a Business Day;

iii. upon receipt, if physically delivered in person; or

iv. if delivered by courier or postage pre-paid certified or registered mail, on the date of receipt as shown by the addressee’s registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the United States Postal Service or independent courier.
c. The parties shall notify each other in writing of any change of address and/or contact information, such notification to become effective five Business Days after notification.

5.6 Counterparts

This Agreement (or an amendment or waiver in respect to this Agreement) may be executed in one or more counterparts (including by electronic signature and/or scanned or digital transmission). Any single counterpart or a set of counterparts executed, in either case, by each of the parties and shall constitute a full and original instrument for all purposes.

5.7 No Third Party Beneficiaries

It is not intended by any of the provisions of this Agreement to create any third-party beneficiary rights hereunder. Notwithstanding the foregoing, the duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by Law.

5.8 No Partnership

Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship or among the parties. None of the parties shall hold itself out contrary to the terms of this Section 5.8.

5.9 No Interference

Developer joins in this Agreement to acknowledge and consent to the arrangements set out and agrees not to knowingly do or omit to do anything that may prevent any party from enforcing its rights under this Agreement.

5.10 No Personal Liability

Each City’s authorized representatives, including the City Representative, are acting solely as agents and representatives of the City when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the City for actions in their ordinary course of employment.

5.11 Costs and Expenses of the Parties

Except as otherwise expressly provided in this Agreement, the Project Agreement, the O&M Subcontract or the Interface Agreement, each party shall bear its own costs and expenses in connection with the preparation, negotiation, execution and performance of this Agreement and all other related agreements.

5.12 City Standard Provisions

__________________________

2 Additional City Standard Provisions may be added in a subsequent Addendum.
IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

[To insert signature blocks.]
Section 4
Lead Real Estate Developer Direct Agreement

This Lead Real Estate Developer Direct Agreement (this “Agreement”) is dated as of [ ] (the “Agreement Date”) and made among:

a. The City and County of Denver (the “City”);

b. [ ] (the “Developer”); and

c. [ ] (“Lead Real Estate Developer”).

RECITALS

Whereas:

a. The City and Developer have entered into a Project Agreement for the Triangle Project dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”). The “Project” (as more fully defined in Annex C of the Project Agreement) includes the design, construction, operation, and/or maintenance of the public elements within Phases 3-8 of the Master Plan, certain work related to elements of Phases 1 & 2 of the Master Plan, certain other inherently related work, and the opportunity for Private Development on portions of the Phases 3-8 portion of the NWC Campus.

b. The Developer and the Lead Real Estate Developer have entered into a Lead Real Estate Developer Subcontract as of the Agreement Date (as may be amended, modified or supplemented from time to time in accordance with its terms, the “Development Agreement”) for the Project in connection with the performance of the Private Development Requirements as more fully described in the Lead Real Estate Developer Subcontract.

c. The Lead Real Estate Developer, Developer, [Principal Subcontractors] have entered into an [Interface Agreement] for the Project dated as of the Agreement Date (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Interface Agreement”), in order, inter alia, to clarify the respective responsibilities of the Lead Real Estate Developer, Developer and each Principal Subcontractors in connection with the Project.

d. It is a condition precedent to Financial Close under Schedule 1 to the Project Agreement that the parties hereto execute this Agreement.

Now, therefore, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties undertake and agree as follows:

1. DEFINITIONS, INTERPRETATION AND RELATIONSHIP TO PROJECT AGREEMENT

1.1 Definitions

a. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in Annex C of the Project Agreement.

b. Except as otherwise specified herein, or as the context may otherwise require, the following terms have the respective meanings set out below for all purposes of the Agreement:

“Agreement Date” has the meaning given to it in the Recitals.

“City Step-in” has the meaning given to it in Section 2.2c.iii.
“City Step-in Date” has the meaning given to it in Section 2.2c.iii.

“City Step-in Rights Period” has the meaning given to it in Section 2.2c.

“Development Agreement” has the meaning given to it in the Recitals.

“Forbearance End Date” means the date on which the City are first entitled to exercise rights of step-in, novation or other similar rights under this Agreement in accordance with Section 12.1 of the Lenders Direct Agreement.

“Interface Agreement” has the meaning given to it in the Recitals.

“Lead Real Estate Developer” has the meaning given to it in the Recitals.

“Private Sector Parties” means Developer and the Lead Real Estate Developer.

“Release Date” means the later to occur of:

(a) the Subordination Date (as defined in the Lenders Direct Agreement); and

(b) the Expiry Date (or, if earlier, the Termination Date).

1.2 Interpretation

1.2.1 Headings and other internal references

a. Headings are inserted for convenience only and shall not affect interpretation of this Agreement.

b. Except as the context may otherwise provide, the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.

c. Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section within this Agreement is a reference to such Section of this Agreement.

1.2.2 Common terms and references

a. The singular includes the plural and vice versa.

b. Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words that follow.

c. The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.

1.2.3 References to agreements, documents and Persons

Except as otherwise expressly provided in this Agreement, a reference:

i. to an agreement or other document shall be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms and the terms of the Project Agreement;
ii. to a Person includes such Person’s permitted successors, assigns and transferees; and

iii. where the Lead Real Estate Developer is at any time a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose, to the “Lead Real Estate Developer” shall be deemed to include reference to each and every member or partner of the same and the liability of each and every such member or partner under this Agreement shall be deemed to be joint and several.

1.2.4 Discretion

Except as otherwise expressly provided in this Agreement, where this Agreement provides that any consent, approval or like assent is to be made or given in the “discretion” of a Person, it shall be made or given only in the sole and absolute discretion of such Person (which discretion includes the ability to refrain from giving, or to impose conditions on, such consent, approval or like assent), which discretionary decision regarding any consent, approval or like assent shall be final and binding and not subject to dispute other than with respect to:

a. a good faith dispute concerning whether the consent, approval or like assent was discretionary; or

b. a breach of the implied covenant of good faith and fair dealing.

1.3 Relationship to Project Agreement

a. In the event of any conflict, ambiguity or inconsistency between the provisions of (i) any of the Project Agreement, the Development Agreement or the Interface Agreement and (ii) the provisions of this Agreement, the provisions of this Agreement shall prevail.

b. Notwithstanding the foregoing, nothing in this Agreement amends or modifies (i) any of Developer’s obligations under the Project Agreement or (ii) any of the Lead Real Estate Developer’s obligations under the Development Agreement or the Interface Agreement.

2. UNDERTAKINGS

2.1 Performance Standards

a. The Lead Real Estate Developer represents and warrants to the City that it has performed, and hereby undertakes to perform, such portion of the Work that is the subject of the Development Agreement pursuant to and in compliance with the terms, conditions and requirements of:

i. the Development Agreement; and

ii. the Project Agreement, to the extent applicable in accordance with its terms or the terms of the Development Agreement,

provided that, without prejudice to Section 12.2.c of the Lenders Direct Agreement, the City shall not be entitled to exercise against the Lead Real Estate Developer any rights or remedies to which it becomes entitled as a result of a breach of any of the representations and warranties or undertakings made pursuant to this Section 2.1.a until the earliest of:

iii. the Forbearance End Date; and

iv. the Release Date.

b. The City agrees that the Lead Real Estate Developer shall:

i. be entitled in any action or proceedings by the City in connection with, or as a result of having exercised their rights pursuant to, this Agreement to raise
Section 4 - 4 equivalent rights of defense of liability (except for set off or counterclaim) as it would have against Developer under the Development Agreement; and

ii. have no liability under, or as a result of the City exercising their rights pursuant to, this Agreement that is of greater severity or of longer duration than it would have had if the City had been a party to the Development Agreement as joint employer together with Developer.

2.2 Step-in Rights

a. The Lead Real Estate Developer shall not exercise, or seek to exercise, any right which may be or becomes available to it to:

i. terminate, or treat as terminated or repudiated, the Development Agreement or its engagement thereunder; or

ii. suspend the performance of any of its obligations under the Development Agreement,

without first giving the City at least 60 Calendar Days’ (or, in the case of a payment default, 45 Calendar Days’) prior notice in accordance with Section 2.2b, provided that, if the expiry period of such notice occurs prior to the expiry of the City Step-in Rights Period, the Lead Real Estate Developer shall not be entitled to exercise, or seek to exercise, any such right(s) unless and until:

iii. the City delivers a notice to the Lead Real Estate Developer pursuant to Section 2.2.c during the City’s Step-in Rights Period initiating a City Step-in and subsequently the City fails to remedy the circumstances that gave rise to the delivery of the notice from the Lead Real Estate Developer by the date which is 30 Calendar Days after the City’s Step-in Date, in which case the Lead Real Estate Developer shall be entitled to exercise, or seek to exercise, any right then available to it under the Development Agreement as referred to in Sections 2.2a.i and 2.2a.ii;

iv. if the City’s Step-in Rights Period has begun but not yet expired, the occurrence of the 60th Calendar Day (or, in the case of a payment default, the 45th Calendar Day) after the City’s receipt of a notice from the Lead Real Estate Developer pursuant to Section 2.2a without the City having delivered a notice to the Lead Real Estate Developer pursuant to Section 2.2c during the City’s Step-in Rights Period initiating a City Step-in, in which case the Lead Real Estate Developer shall be entitled to exercise, or seek to exercise, the right referred to in Section 2.2a.ii. if then available to it under the Development Agreement; or

v. the City’s Step-in Rights Period has expired without the City having delivered a notice to the Lead Real Estate Developer pursuant to Section 2.2c during the City’s Step-in Rights Period initiating a City Step-in, in which case the Lead Real Estate Developer shall be entitled to exercise, or seek to exercise, any right then available to it under the Development Agreement as referred to in Sections 2.2a.i and 2.2a.ii.

b. Any notice given by the Lead Real Estate Developer to the City pursuant to Section 2.2a shall specify:

i. the potential grounds for the Lead Real Estate Developer to exercise any right described in Sections 2.2a.i or 2.2a.ii, together with details regarding any other unperformed obligations of, and uncured breaches by, Developer under the Development Agreement of which the Lead Real Estate Developer is aware;

ii. all amounts due and payable by Developer to the Lead Real Estate Developer under the Development Agreement, if any, on or before the date of such notice
and which remain unpaid at such date, and the nature of Developer’s obligation to pay such amounts; and

iii. the amount of any payments that the Lead Real Estate Developer reasonably foresees shall become due and payable from Developer to the Lead Real Estate Developer under the Development Agreement prior to the expiry of the City’s Step-in Rights Period.

c. At any time during the period:
   i. on and from the earlier of:
      A. the date of the City’s receipt of a notice (if any) from the Lead Real Estate Developer pursuant to Section 2.2a; and
      B. the Forbearance End Date;
   ii. to and including (whether the earlier of the dates referred to in Section 2.2c. is the date referred to in Section 2.2c.i.A or the date referred to in Section 2.2c.i.B) the later of:
      A. the 60th Calendar Day (or, in the case of a payment default, the 45th Calendar Day) after the City’s receipt of a notice (if any) from the Lead Real Estate Developer pursuant to Section 2.2a; and
      B. the 15th Calendar Day after the Forbearance End Date,
   iii. shall from the date specified in such notice (the “City’s Step-in Rights Period”), the City shall give notice to the Lead Real Estate Developer as to whether the City (or their designee)
   iv. waive their rights to effect a City Step-in pursuant to Section 2.2c.iii.

d. The Lead Real Estate Developer acknowledges and agrees that the City, in their discretion, shall have the right to require it:
   i. following the occurrence of the Release Date, to consent to any assignment and transfer of the benefit of this Agreement, the Interface Agreement and the Development Agreement (including the benefit of all warranties and guarantees, express or implied, provided under the Development Agreement) pursuant to Section 31.2 of the Project Agreement; and
   ii. to enter into a novation agreement or contract amendment to effect any City Step-in or any assignment and transfer referred to in Section 2.2d.i, provided that any such agreement, amendment, assignment or transfer shall be made subject to such terms and conditions as required by State Law to obtain the consent of the City.

e. The Lead Real Estate Developer acknowledges and agrees it shall not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate any of the activities contemplated under Section 31.1 of the Project Agreement or any transfer or assignment contemplated under Section 31.2 of the Project Agreement and Section 2.2d.
f. If either:
   i. any assignment and transfer referred to in Section 2.2d.i occurs; or
   ii. a City Step-in occurs,

   the City shall accept liability for Developer’s obligations under the relevant Development Agreement and the Interface Agreement and shall as soon as practicable thereafter cure any outstanding breach by Developer which is capable of cure by City, in each case subject to Developer’s rights under the terms of the relevant Development Agreement; provided that, with respect to any such breach that is incapable of being cured by the City, the City shall promptly following any such assignment and transfer or City Step-in, as applicable, provide a plan with respect to such breach specifying the action(s) they have taken or shall take in order to mitigate the material adverse effects (if any) of such breach on the Lead Real Estate Developer or in relation to the Lead Real Estate Developer and to prevent such breach (if capable of repetition) from occurring in the future.

   g. Without prejudice to the Lead Real Estate Developer’s rights and remedies under this Agreement, the City shall not be under any obligation to the Lead Real Estate Developer, nor shall the Lead Real Estate Developer have any claim or cause of action against the City, unless and until any assignment and transfer referred to in Section 2.2d.i or a City Step-in occurs.

   h. Developer acknowledges and agrees that the Lead Real Estate Developer shall be entitled to rely on any notice or instruction given to it by the City exercising their rights under this Agreement as conclusive evidence that the City is entitled to exercise such rights.

3. CITY’S REMEDIES

   The rights and benefits conferred upon the City by this Agreement are in addition to:

   a. any other rights and remedies they may have against Developer and/or the Lead Real Estate Developer; and

   b. any other rights and benefits they may have with respect to any other Contractor Bond.

4. CHOICE OF LAW; JURISDICTION AND VENUE; DISPUTE RESOLUTION

4.1 Choice of Law

   This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, other than any provision thereof that permits or requires the application of the laws of another jurisdiction, and regardless of any other jurisdiction’s choice of law rules. Any provision incorporated herein by reference which purports to negate this provision, in whole or in part, shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

4.2 Jurisdiction and Venue

   All suits or actions related to this Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:

   a. any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;

   b. any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

   c. the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.
5. **GENERAL PROVISIONS**

5.1 **Amendments and Waivers**

a. Except as otherwise expressly provided in this Agreement, this Agreement shall only may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns, provided that unless otherwise required by Law,

b. Except to the extent otherwise expressly provided in this Agreement:

   i. any waiver of, or consent to any departure from, the requirements of any provision of this Agreement shall be approved (in the discretion) of the party giving it and shall be effective only if it is in writing by such party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given;

   ii. no failure on the part of any party to exercise, and no delay in exercising, any right or power under this Agreement shall operate as a waiver of such right or power; and

   iii. no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent or approval, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.

5.2 **Successors and Assigns**

a. The City may assign, transfer, mortgage, pledge and/or encumber its interests in, or rights or obligations under, this Agreement to with the prior written consent of Developer, which consent shall not be unreasonably withheld.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.3 **Severability**

a. If any provision (or part of any provision) of this Agreement is ruled invalid by a court having proper jurisdiction, then the parties shall:

   i. promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the parties; and

   ii. if necessary or desirable, and to the extent the parties agree to do so, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.

b. If any provision (or part of any provision) of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality and enforceability of any other provision of (or the other part of such provision) or any other documents referred to in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

5.4 **Entire Agreement**

Subject to Section 1.3b, this Agreement constitutes the entire agreement among the parties hereto concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements, either oral or written, among the parties with respect to their subject matter.
5.5 Notices and Communications

a. Any notice shall be given in writing by means of physical (including delivery by courier and postage pre-paid certified or registered mail), digital or electronic communication, but excluding the use of social media, messaging, broadcast and equivalent services, to the relevant party at the following addresses, as applicable:

City
[Attention]
[Address]
[Phone]
[Email]
Copy to

[Attention]
[Address]
[Phone]
[Email]

Developer
[Attention]
[Address]
[Phone]
[Email]

Lead Real Estate Developer
[Attention]
[Address]
[Phone]
[Email]

b. A notice shall be deemed to have been delivered and received:

i. upon receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution before 3:00 p.m. (local time at the place of receipt) on a Working Day;

ii. on the next Business Day following receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution on or after 3:00 p.m. (local time at the place of receipt) on a Working Day;

iii. upon receipt, if physically delivered in person; or

iv. if delivered by courier or postage pre-paid certified or registered mail, on the date of receipt as shown by the addressee’s registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the United States Postal Service or independent courier.

c. The parties shall notify each other in writing of any change of address and/or contact information, such notification to become effective five Business Days after notification.

5.6 Counterparts

This Agreement (or an amendment or waiver in respect to this Agreement) may be executed in one or more counterparts (including by electronic signature and/or scanned or digital transmission). Any single counterpart or a set of counterparts executed, in either case, by each of the parties and, to the extent required by Law, the City or its designee, shall constitute a full and original instrument for all purposes.

5.7 No Third Party Beneficiaries

It is not intended by any of the provisions of this Agreement to create any third-party beneficiary rights hereunder. Notwithstanding the foregoing, the duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by Law.
5.8  
No Partnership

Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship or among the parties. None of the parties shall hold itself out contrary to the terms of this Section 5.8.

5.9  
No Interference

Developer joins in this Agreement to acknowledge and consent to the arrangements set out and agrees not to knowingly do or omit to do anything that may prevent any party from enforcing its rights under this Agreement.

5.10  
No Personal Liability

Each City’s authorized representatives, including the City Representative, are acting solely as agents and representatives of the City when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the City for actions in their ordinary course of employment.

5.11  
Costs and Expenses of the Parties

Except as otherwise expressly provided in this Agreement, the Project Agreement, the Development Agreement or the Interface Agreement, each party shall bear its own costs and expenses in connection with the preparation, negotiation, execution and performance of this Agreement and all other related agreements.

1.1  
City Standard Provisions

---

1 Additional City Standard Provisions may be added in a subsequent Addendum.
IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

[To insert signature blocks.]
**Schedule 23**

**Form of Lead Real Estate Developer Subcontract**

**Term Sheet**

**Note to Proposers:** This term sheet contains a non-binding set of proposed main terms and conditions for the Lead Real Estate Developer Subcontract. It is based in relevant part on the draft Project Agreement issued to Proposers on December 11, 2019, as amended through Addendum No. 2 on March 5, 2020.

The City is providing this term sheet for Proposer review and comment ahead of preparing for release, in a subsequent Addendum in accordance with the ITP, a full form draft Lead Real Estate Developer Subcontract. The City reserves the right to otherwise amend, supplement, or modify this term sheet through an Addendum in accordance with the ITP in advance of release of any full form draft Lead Real Estate Developer Subcontract.

### 1. INTRODUCTORY MATTERS

<table>
<thead>
<tr>
<th>#</th>
<th>TOPIC / TERM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The “Subcontract”</td>
<td>For purposes of this term sheet, the Lead Real Estate Developer Subcontract is referenced as the “Subcontract”.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Subcontract will be comprised of Parts 1 and 2 (as described below, together with all attached Schedules).</td>
</tr>
<tr>
<td>2.</td>
<td>Defined Terms</td>
<td>Capitalized but otherwise undefined terms used in this term sheet have the meaning given to them in the draft Project Agreement included in the RFP Addendum No. 2 issued on March 5, 2020.</td>
</tr>
</tbody>
</table>
| 3. | Drop-down Principle; Division into Parts | The Subcontract will be drafted in the form of a “drop-down” agreement. This means that the Subcontract will flow down to the Lead Real Estate Developer all of the Developer’s relevant obligations on a “back to back” basis, wherever possible replicating the corresponding provisions from the Project Agreement. To follow this approach, the Subcontract will be structured using a customary “Part 1 / Part 2” approach:  
  * “Part 1” will establish the essential terms of the Subcontract which are unique and apart from the terms dropped-down from the Project Agreement.  
  * “Part 2” will replicate in form and substance the Project Agreement (including retention of the same numbering system), with the primary modifications to be limited to:  
    * Changes of terms (e.g. change City to Developer, and Developer to Lead Real Estate Developer) and in provisions (e.g. to change provisions which apply to the “Work” generally to only the Lead Real Estate Developer’s scope of work to reflect the drop-down approach.  
    * Redactions of terms and provisions which are not applicable to the Private Development and the Lead Real Estate Developer. |
Schedule 23 - 2

# TOPIC / TERM DESCRIPTION

4. Parties to Subcontract
The Developer and the Lead Real Estate Developer

5. Term
The Subcontract shall be effective no later than the Initial Takedown.

Subject to customary survival provisions, the Subcontract shall terminate on the earliest to occur of: (a) the Developer’s loss of the right to acquire any further portions of the Private Development Area pursuant to Section 12 of Schedule 14; (b) the Expiry Date with respect to the Project Agreement; and (c) the Termination Date with respect to the Subcontract.

2. OUTLINE OF SUBCONTRACT “PART 1”

The following outlines the key provisions for the proposed Phase 1 agreement, which will be an integral element of the Subcontract.

# SECTION / PROVISION DESCRIPTION

1. Obligations of the Parties
This provision will set out in general detail the Lead Real Estate Developer’s responsibility for all Private Development and for the exercise of the Private Development Rights, subject to (a) the terms of Parts 1 and 2 inclusive and (b) certain expressly “Excluded Obligations”, which excluded obligations will include Private Development Debt incurred by the Developer, responsibility for Developer Private Development management costs, and any obligation that is expressly stated to be retained by the Developer.

2. Commercial Provisions
[Approach under consideration e.g. LDs for delay, payment provisions, security, assistance with / coordination on financing, etc.]

3. Private Development Financing
[Approach under consideration.]

4. Private Development Schedule Drop-down
[Under consideration whether, for clarity, the drop-down of Schedule 14 (Private Development) of the Project Agreement should be elevated into Part 1 (as a stand-alone provision or Schedule).]

5. Effect of Takedown
[Approach to applying / disapplying provisions that apply to the Lead Real Estate Developer to purchasers under consideration.]

6. Pay-if-Paid
The Subcontract will provide that certain payment obligations (e.g. with respect to EPR claims below) will be subject to a “pay-if-paid” principle where the Lead Real Estate Developer will only be entitled to compensation in the event and only to the extent (or words of similar effect) that the Developer actually receives the corresponding compensation under the Project Agreement. The Developer will be required to seek, and to enforce its rights to, such payments from the City.

7. Consultation and Communications
The Subcontract will include provisions (a) requiring the Lead Real Estate Developer to hold actions pending any required notice to the Developer, the City or a third party, (b) requiring consultation and coordination between the Parties, (c) requiring the Parties to forward and respond to notices affecting or relevant to the Parties back to back obligations.
<table>
<thead>
<tr>
<th>#</th>
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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>under the Project Agreement and the Subcontract, and (d) providing the Developer with an opportunity to review direct communications between the Lead Real Estate Developer and the City.</td>
</tr>
<tr>
<td>8.</td>
<td>Consents and Approvals</td>
<td>The Developer will be entitled to withhold or delay consent or approval to the extent the City withholds or delays an equivalent or related consent or approval.</td>
</tr>
<tr>
<td>9.</td>
<td>Equivalent Project Relief</td>
<td>The Subcontract shall contain a customary Equivalent Project Relief (“EPR”) provision to address the assertion of Lead Real Estate Developer rights and claims to the extent such correspond to equivalent rights and claims of the Developer under the Project Agreement.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The EPR principle is that all claims, rights, remedies and entitlements which the Lead Real Estate Developer has against the Developer, where the Developer has a corresponding claim against the City (or other third party) under the Project Agreement (or other project document), will be passed through on a back to back basis – without entitling the Lead Real Estate Developer to receive benefits or relief greater than, or in advance of, that which the Developer receives under the Project Agreement.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subject to the following, the Lead Real Estate Developer’s entitlement to relief with respect and compensation to EPR is limited to what is determined under the Project Agreement in respect of the corresponding entitlement. The Developer shall be obligated thereafter to pursue any EPR claim to the extent such is not invalid (and shall be restricted in making certain settlements which are potentially adverse to the lead Real Estate Developer without its consent), and the Lead Real Estate Developer shall be entitled to independently pursue certain claims to the extent the Developer does not itself pursue such claim on the Lead Real Estate Developer’s behalf.</td>
</tr>
<tr>
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<td></td>
<td>Notwithstanding the foregoing, the Lead Real Estate Developer’s entitlement to relief or compensation with respect to an EPR claim may exceed the Developer’s entitlement determined under the Project Agreement (even if no entitlement is determined under the Project Agreement) to the extent one or more of the following applies:</td>
</tr>
<tr>
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<td></td>
<td>(1) default or breach by the Developer under the Project Agreement (or relevant project document) not caused by the Lead Real Estate Developer;</td>
</tr>
<tr>
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<td></td>
<td>(2) failure of the Developer to pursue relief or compensation under the Project Agreement (or relevant project document);</td>
</tr>
<tr>
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<td></td>
<td>(3) failure of the Developer to comply with its obligations under the EPR regime;</td>
</tr>
<tr>
<td>#</td>
<td>SECTION / PROVISION</td>
<td>DESCRIPTION</td>
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<tr>
<td></td>
<td>(4) where the Developer has waived or prejudiced an entitlement to relief that would be Lead Real Estate Developer’s EPR without the Lead Real Estate Developer’s consent;</td>
<td>(4) where the Developer has waived or prejudiced an entitlement to relief that would be Lead Real Estate Developer’s EPR without the Lead Real Estate Developer’s consent;</td>
</tr>
<tr>
<td></td>
<td>(5) where the Lead Real Estate Developer’s rights and entitlements arise from an act, omission or breach of the Subcontract by the Developer which the Subcontract provides a remedy for;</td>
<td>(5) where the Lead Real Estate Developer’s rights and entitlements arise from an act, omission or breach of the Subcontract by the Developer which the Subcontract provides a remedy for;</td>
</tr>
<tr>
<td></td>
<td>(6) fraudulent, reckless, negligent or unlawful acts or omissions of Developer in respect of the Project Agreement (or relevant project document), except to the extent caused by the Lead Real Estate Developer;</td>
<td>(6) fraudulent, reckless, negligent or unlawful acts or omissions of Developer in respect of the Project Agreement (or relevant project document), except to the extent caused by the Lead Real Estate Developer;</td>
</tr>
<tr>
<td></td>
<td>(7) failure of the Developer to comply with timeframes for claiming under the Project Agreement, except to the extent caused by the Lead Real Estate Developer; and</td>
<td>(7) failure of the Developer to comply with timeframes for claiming under the Project Agreement, except to the extent caused by the Lead Real Estate Developer; and</td>
</tr>
<tr>
<td></td>
<td>(8) any City set off, withholding or deduction where the Developer has no equivalent right.</td>
<td>(8) any City set off, withholding or deduction where the Developer has no equivalent right.</td>
</tr>
<tr>
<td>10</td>
<td>City-related Proceedings</td>
<td>The Subcontract will include procedures to govern the inter-Party notice and claims process where the City asserts or exercises any right against the Developer under or in connection with the Project Agreement, in regard to any matter in respect of which the Developer asserts or exercises a right against the Lead Real Estate Developer under or in connection with the Subcontract, or to the extent that such right is related to the Private Development or to the rights or obligations of the Lead Real Estate Developer under the Subcontract, including reductions in or deductions from payments under the Project Agreement, claims for indemnification and claims for damages for breach of such agreement.</td>
</tr>
<tr>
<td>11</td>
<td>Defects; Warranty</td>
<td>The Subcontract will include customary provisions to warranty work performed by or on behalf of the Lead Real Estate Developer.</td>
</tr>
<tr>
<td>12</td>
<td>Limitation on Liability</td>
<td>The Lead Real Estate Developer’s liability under the Subcontract will be limited to [amount under review], subject to customary exclusions for e.g. insurance, amounts subsequently recovered, third party claims, gross negligence, willful misconduct, fraud and the like, interest, late charges, fees, fines, penalties and the like, and deductions or liquidated damages.</td>
</tr>
<tr>
<td>13</td>
<td>Interface Agreement</td>
<td>The Lead Real Estate Developer shall agree to enter into a customary interface agreement with the [Principal Subcontractors for the D&amp;C Subcontract, the O&amp;M Subcontract, and any other Principal Subcontract] to govern issues that arise due to the simultaneous, and necessarily interrelated, performance of the parties under the direction of the Developer.</td>
</tr>
</tbody>
</table>
# SECTION / PROVISION

## DESCRIPTION

The terms applicable to the Lead Real Estate Developer and any other Principal Subcontractor party to an interface agreement shall be on customary market terms. An additional term sheet may be prepared and issued for the interface agreement; otherwise the Lead Real Estate Developer’s obligations to enter into such a negotiated agreement will be subject to its acting reasonably in negotiating a form proposed by the Developer.

### OUTLINE OF SUBCONTRACT “PART 2”

The following outlines the key provisions for the proposed Phase 2 agreement, which will be an integral element of the Subcontract and which will “drop-down” the Project Agreement. Items marked as “Reserved” will be retained as headings to preserve numbering but otherwise not included. Given the drop-down approach, this outline lists all Project Agreement provisions and references how (if at all) such provisions may be dropped down. Where a provision is marked to be dropped down, it may still be revised in line with the “Drop-down Principle” taking into account the context and Lead Real Estate Developer’s scope of work.

<table>
<thead>
<tr>
<th>#</th>
<th>SECTION / PROVISION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART A: FOUNDATIONAL MATTERS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>CONSTRUCTION OF AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Interpretation and Definitions</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>1.2</td>
<td>Integrated and Binding Agreement</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>1.3</td>
<td>Integration of Provisions Required by Law, City Charter, Revised Municipal Code</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>2.</td>
<td>ENTRY INTO AND EFFECTIVENESS OF AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Effectiveness and Term</td>
<td>This provision will not drop down. The term of the Subcontract is set forth above.</td>
</tr>
<tr>
<td>2.2</td>
<td>Financial Close</td>
<td>This provision will drop down only as it relates to the Lead Real Estate Developer’s obligations to satisfy conditions in the Project Agreement financial closing process.</td>
</tr>
<tr>
<td>2.3</td>
<td>Lead Real Estate Developer Assurances Regarding Due Diligence Obligations and Limitations</td>
<td>Developer will make the Reference Documents available to Lead Real Estate Developer and this provision will drop down</td>
</tr>
<tr>
<td>2.4</td>
<td>Recordation</td>
<td>This provision will drop down</td>
</tr>
<tr>
<td>3.</td>
<td>REPRESENTATIONS AND WARRANTIES</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Representations and Warranties</td>
<td>This provision will drop down for both parties with respect to the following representations and warranties (as set forth in Section 1 of Schedule 2), and only as they apply to Private</td>
</tr>
</tbody>
</table>
## SECTION / PROVISION

### DESCRIPTION

Development and Principal Subcontracts, not performing the Work and City Closing Agreements:

1. Organization; Power and Authority
2. Authorization and Due Execution
3. Enforceability
4. No Conflicts
5. Consents and Approvals
6. Developer Default
7. Applicable Law
8. Due Diligence; Reasonable Investigation (1.8.b.ii. only to apply with respect to subsequent diligence on the Private Development)
9. Legal Proceedings
10. Prohibited Acts
11. Organizational Conflicts of Interest
12. Debarment
13. Taxes and Fees
14. Brokers

The Representations and Warranties in Section 1 of Schedule 2 regarding the Financial Model will not drop down.

In accordance with Section 4(e) of Schedule 12, the Subcontract will include a provision requiring the Lead Real Estate Developer to set forth representations, warranties, guaranties and liability provisions of the Lead Real Estate Developer appropriate for work of similar scope and scale.

In accordance with Section 4(f) of Schedule 12, the Subcontract will include a provision requiring the Lead Real Estate Developer to expressly state that all remaining warranties and guarantees, express or implied, shall inure to the benefit of the City, its successors and assigns, and any third parties for whom Private Development work is being performed, upon expiration of the Term or earlier termination of the Project Agreement.

<table>
<thead>
<tr>
<th>#</th>
<th>SECTION / PROVISION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2.</td>
<td>Mutual Reliance</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>3.3.</td>
<td>Non-Waiver</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>3.4.</td>
<td>Special Remedies for Mutual Breach of Warranty</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>3.5.</td>
<td>Survival of Representations and Warranties</td>
<td>This provision will drop down.</td>
</tr>
</tbody>
</table>

### PART B: OBLIGATIONS TO DESIGN, CONSTRUCT, OPERATE, MAINTAIN, AND HANDBACK THE PROJECT

### 4. GRANT OF RIGHTS
<table>
<thead>
<tr>
<th>#</th>
<th>SECTION / PROVISION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Lead Real Estate Developer’s Project License and Private Development Rights</td>
<td>This provision will drop down with respect to undertaking Private Development. This provision will not drop down with respect to the Project License and maintaining the Project.</td>
</tr>
<tr>
<td>4.2</td>
<td>Lead Real Estate Developer’s Obligations with Respect to Access and Use by Other Persons</td>
<td>This provision will not drop down [subject to confirmation / revision].</td>
</tr>
<tr>
<td>4.3</td>
<td>Possession and Ownership</td>
<td>This provision will drop down with respect to transferring ownership of Future Private Development Parcels.</td>
</tr>
<tr>
<td>4.4</td>
<td>Ownership and Liability</td>
<td>Only section 4.4.1 of this provision will drop down [subject to confirmation / revision]</td>
</tr>
<tr>
<td>4.5</td>
<td>Special Provisions Regarding Private Development</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>4.6</td>
<td>Licensing of Names, Brands, Logos and Marks</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>5.</td>
<td>GENERAL UNDERTAKINGS</td>
<td>This provision will drop down with respect to undertaking Private Development (sub-section 5.1.2). This provision will not drop down with respect to performing the Work.</td>
</tr>
<tr>
<td>5.1</td>
<td>Lead Real Estate Developer’s Obligation to Perform Work and Undertake Private Development</td>
<td>This provision will drop down except with respect to (1) the requirement that the Developer be formed and organized solely for the purpose of performing the Work and undertaking the Private Development; (2) that the Developer will not change its name without the City's prior consent; and (3) performing the Work.</td>
</tr>
<tr>
<td>5.2</td>
<td>Single Purpose Covenants</td>
<td>This provision will drop down with regard to undertaking Private Development. This provision will not drop down with regard to performing the Work.</td>
</tr>
<tr>
<td>5.3</td>
<td>Assumption of Risk and Responsibility</td>
<td>This provision will drop down with regard to undertaking Private Development. This provision will not drop down with regard to performing the Work.</td>
</tr>
<tr>
<td>5.4</td>
<td>Period for, and Initiation, Conduct, and Completion of, the Work and Private Development</td>
<td>This provision will drop down only with respect to requirements for the Private Development Period and/or the Private Development Area.</td>
</tr>
<tr>
<td>5.5</td>
<td>Permits</td>
<td>This provision will drop down with respect to undertaking Private Development. This provision will not drop down with respect to performing the Work. Sub-section 5.5.2(a) and 5.5.3 will not drop down as these are specific to performing the Work.</td>
</tr>
</tbody>
</table>

In accordance with Section 4(c) of Schedule 12, the Subcontract shall include a covenant requiring the Lead Real Estate Developer to obtain and maintain all licenses, registrations, permits, and approvals required by applicable Law to perform the Private Development.
# | SECTION / PROVISION | DESCRIPTION |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5.6.</td>
<td>Third Party Agreements</td>
<td>This provision will drop down, but only with respect to Private Development. It will not drop down with respect to except as it relates to the Project or performing the Work.</td>
</tr>
<tr>
<td>5.7.</td>
<td>Compliance with Project Standards</td>
<td>This provision will not drop down because the Project Standards is defined as the D&amp;C Standards and the O&amp;M Standards, which are not relevant to Private Development.</td>
</tr>
<tr>
<td>5.8.</td>
<td>Submittal Review Process</td>
<td>This provision will drop down [subject to confirmation/review].</td>
</tr>
<tr>
<td>5.9.</td>
<td>Safety and Security Measures and Access</td>
<td>This provision will drop down only with respect to the requirements for the Private Development Area.</td>
</tr>
<tr>
<td>5.10.</td>
<td>Drugs and Tobacco</td>
<td>This provision will drop down.</td>
</tr>
</tbody>
</table>

6. ADDITIONAL D&C PERIOD OBLIGATIONS

6.1. General Obligations | Reserved |
6.2. Schedule Matters | This provision will not drop down (although Part 1 will have a separate provision on related matters) |
6.3. Payment and Performance Security | This provision will not drop down (although Part 1 will have a separate provision on payment and security) |
6.4. Warranty | This provision will not drop down (although Part 1 will have a separate provision on related matters) |

7. ADDITIONAL O&M PERIOD OBLIGATIONS

7.1. General Obligations | Reserved |
7.2. Programming | Reserved |
7.3. Utilities and Energy | Reserved |

8. ECONOMIC PROVISIONS

8.1. Lead Real Estate Developer Entitlement | This provision will drop down with respect to Private Development Revenues only. |
8.2. Restrictions and Prohibitions | Reserved (although Part 1 may have a separate provision on related matters) |
8.3. Additional Revenue Related Provisions | Reserved (although Part 1 may have a separate provision on related matters) |
8.4. Interest on Delayed and Over-Payments; Set-Off | This provision will drop down with respect to late payment interest and set-off but not with regard to City appropriation and encumbrances. |

9. PROJECT INTERFACES AND COORDINATION; ADJACENT FACILITIES, PROJECTS, AND COMMUNITIES

9.1. Project Interfaces and Coordination | [This provision is still to be determined] |
9.2. Lead Real Estate Developer’s Obligations with respect to Adjacent Facilities, Projects, and Communities | This provision will drop down. |
<table>
<thead>
<tr>
<th>#</th>
<th>SECTION / PROVISION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.3</td>
<td>Compatibility and Integration</td>
<td>This provision will drop down with respect to Private Development.</td>
</tr>
<tr>
<td>9.4</td>
<td>Lead Real Estate Developer Obligation to Cooperate and Coordinate</td>
<td>This provision will not drop down because it is concerns performing the Work; however, an equivalent provision will be drafted that provides the Lead Real Estate Developer’s obligation to cooperate and coordinate with other parties.</td>
</tr>
<tr>
<td>9.5</td>
<td>Procurement and Delivery of Adjacent Projects</td>
<td>Reserved</td>
</tr>
</tbody>
</table>

10. **HANDBACK**

**PART C: CHANGES AND SUPERVENING EVENTS**

11. **CHANGES**

11.1. Right to Initiate Changes  Reserved
11.2. Change Directive  Reserved

12. **SUPERVENING EVENTS**

This Section will drop down only to the extent necessary to give effect to Section 12.6.2 of the Project Agreement. This includes the mechanics for obtaining relief, but limited to the relief available with respect to Private Development pursuant to Section 12.6.2.

12.1. Potential Supervening Events  See above
12.2. Conditions and Limitations to Supervening Event Claims  See above
12.3. Supervening Event Claims Process  See above
12.4. Limitations on Supervening Event Submissions  See above
12.5. Resolution of Claims  See above
12.6. Entitlement to Relief, Extensions of Time, and Compensation  See above
12.7. Determination of Compensation and Payments  See above
12.8. Resolution of Claims  See above
12.9. Special Provisions for Force Majeure Events  Reserved

**PART D: KEY PERSONNEL, SUBCONTRACTORS AND WORKFORCE**

13. **REPRESENTATIVES**

13.1. Designation of Representatives  Reserved
13.2. Power and Authority of Representatives  Reserved
<table>
<thead>
<tr>
<th>#</th>
<th>SECTION / PROVISION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.3</td>
<td>Lead Real Estate Developer Participation</td>
<td>In accordance with Section 4(a) of Schedule 12, the Subcontract shall include a provision requiring the Lead Real Estate Developer to participate in meetings between the Developer and the City where requested in writing by either the Developer or the City.</td>
</tr>
<tr>
<td>14.</td>
<td>PERSONNEL</td>
<td></td>
</tr>
<tr>
<td>14.1</td>
<td>Key Personnel</td>
<td>Reserved</td>
</tr>
<tr>
<td>14.2</td>
<td>General Personnel Requirements</td>
<td>This provision will drop down but will be modified for undertaking Private Development work rather than performing the Work. In accordance with Section 4(d) of Schedule 12, the Subcontract shall contain a provision setting forth a standard of professional responsibility or a standard for commercial practice equal to the requirements of the Project Agreement and in accordance with Best Management Practice for work of similar scope and scale.</td>
</tr>
<tr>
<td>14.3</td>
<td>Community Equity and Developer Requirements for Subcontracts and Subcontractors</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In accordance with Section 4(g) of Schedule 12, the Subcontract shall include the following provision: “the Lead Real Estate Developer shall not, and shall ensure that its subcontracts shall not, refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, gender identity or gender expression, marital status, and/or physical and mental disability.”</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In accordance with Section 4(h) of Schedule 12, the Subcontract shall also include a provision requiring the Lead Real Estate Developer to not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.</td>
</tr>
<tr>
<td>14.4</td>
<td>Ethical Standards</td>
<td>This provision will drop down with respect to the Lead Real Estate Developer (but not purchasers of any Private Development Parcel).</td>
</tr>
<tr>
<td>14.5</td>
<td>No Employment of Illegal Aliens to Perform Work under the Agreement</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>15.</td>
<td>SUBCONTRACTING REQUIREMENTS</td>
<td></td>
</tr>
<tr>
<td>15.1</td>
<td>Lead Real Estate Developer Responsibility for Subcontractors and Private Development Subcontractors</td>
<td>Provision will drop down only with respect to Private Development Subcontractors.</td>
</tr>
<tr>
<td>15.2</td>
<td>Subcontract Terms and Approvals</td>
<td>Reserved</td>
</tr>
</tbody>
</table>
## Project Agreement
### Schedule 23, Form of Lead Real Estate Developer Subcontract

### # SECTION / PROVISION DESCRIPTION

15.3. Subcontracting with Affiliates
Provision will drop down with respect to Private Development Subcontracts.

15.4. Subcontractor Claims
Reserved

15.5. Payment of Subcontractors
Reserved

15.6. Documentation of Subcontracts
Reserved

### PART E: PROJECT MANAGEMENT AND PUBLIC OVERSIGHT

#### 16. RECORD KEEPING

16.1. Project Records
Provision will drop down

16.2. Financial Reports
Reserved

16.3. Additional Reports
Reserved

#### 17. COLORADO OPEN RECORDS ACT

The Subcontract shall include a provision requiring the Lead Real Estate Developer to comply with the written protocol for disclosure and, as applicable, exemption from disclosure of Project Records in compliance with CORA and other applicable Laws, as discussed in sub-section 17.b. This provision will drop down with respect to sub-sections 17(c) through 17(j).

#### 18. INSPECTIONS AND AUDITS

18.1. Site Inspections and Annual Survey and Audit Rights
Reserved

18.2. Right to Conduct Physically Intrusive Inspections
Reserved

### PART F: PERFORMANCE MANAGEMENT

#### 19. PERFORMANCE-BASED DEDUCTIONS

Reserved (subject to related financial consequences of certain performance failures being addressed in Part 1).

#### 20. PERSISTENT BREACH
Section will drop down.

### PART G: INDEMNIFICATION AND INSURANCE

#### 22. INDEMNIFICATION
<table>
<thead>
<tr>
<th>#</th>
<th>SECTION / PROVISION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.1</td>
<td>Developer Indemnity</td>
<td>This provision will not drop down (as there is no City indemnity to drop down under the Project Agreement). A provision will be included for Developer to indemnify against claims arising from Private Development and its related performance.</td>
</tr>
<tr>
<td>22.2</td>
<td>Lead Real Estate Developer Indemnity</td>
<td>This provision will drop down with respect to claims arising from Private Development.</td>
</tr>
<tr>
<td>22.3</td>
<td>Exclusions from Indemnities</td>
<td>This provision will drop down and apply to both indemnities.</td>
</tr>
<tr>
<td>22.4</td>
<td>Notice and Defense</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>22.5</td>
<td>Defense</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>23.</td>
<td>INSURANCE COVERAGE AND CLAIMS</td>
<td>[Under consideration while insurance provisions in the project Agreement are being considered.]</td>
</tr>
<tr>
<td>24.</td>
<td>EQUITY</td>
<td></td>
</tr>
<tr>
<td>24.1</td>
<td>Equity Contributions</td>
<td>Reserved</td>
</tr>
<tr>
<td>24.2</td>
<td>Equity Transfers and Change of Control</td>
<td>This provision will drop down with respect to Equity Transfers that result in a Change in Private Development Control, including reviewing Equity Transfers to make this determination.</td>
</tr>
<tr>
<td>25.</td>
<td>DEBT FINANCING</td>
<td></td>
</tr>
<tr>
<td>25.1</td>
<td>Lead Real Estate Developer Responsibilities for Financing</td>
<td>This provision will not drop down (although Part 1 will have a separate provision on related matters).</td>
</tr>
<tr>
<td>25.2</td>
<td>Mandatory Terms for Financing Documents</td>
<td>This provision will not drop down (although Part 1 will have a separate provision on related matters).</td>
</tr>
<tr>
<td>25.3</td>
<td>Separation Principle</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>25.4</td>
<td>Limited Permission to Grant Security</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>25.5</td>
<td>Limitations on Developer Involvement in and Liability for any Financing</td>
<td>This provision will not drop down (although Part 1 will have a separate provision on related matters).</td>
</tr>
<tr>
<td>26.</td>
<td>FINANCIAL MODEL</td>
<td></td>
</tr>
<tr>
<td>26.1</td>
<td>General</td>
<td>Reserved</td>
</tr>
<tr>
<td>26.2</td>
<td>No Better and No Worse</td>
<td>Reserved</td>
</tr>
<tr>
<td>26.3</td>
<td>Initial Base Financial Model and Base Financial Model</td>
<td>Reserved</td>
</tr>
<tr>
<td>26.4</td>
<td>Base Financial Model Updates</td>
<td>Reserved</td>
</tr>
<tr>
<td>26.5</td>
<td>Amendments to Logic and/or Formulae</td>
<td>Reserved</td>
</tr>
<tr>
<td>#</td>
<td>SECTION / PROVISION</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>26.6</td>
<td>Financial Model Audits and/or Accuracy</td>
<td>Reserved</td>
</tr>
<tr>
<td>26.7</td>
<td>Copies of the Revised Financial Model</td>
<td>Reserved</td>
</tr>
<tr>
<td>26.8</td>
<td>Replacement of Financial Model</td>
<td>Reserved</td>
</tr>
<tr>
<td>26.9</td>
<td>Financial Model License</td>
<td>Reserved</td>
</tr>
<tr>
<td>27</td>
<td><strong>REFINANCINGS AND BENEFIT SHARING</strong></td>
<td>The Subcontract will include a provision requiring Lead Real Estate Developer’s cooperation as reasonably requested by Developer in connection with a Refinancing.</td>
</tr>
<tr>
<td>27.1</td>
<td>Developer Approval and Sharing in the Gains of Qualifying Refinancings</td>
<td>Reserved</td>
</tr>
<tr>
<td>27.2</td>
<td>Refinancing Details</td>
<td>Reserved</td>
</tr>
<tr>
<td>28</td>
<td><strong>TAXES</strong></td>
<td></td>
</tr>
<tr>
<td>28.1</td>
<td>Tax Treatment</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>28.2</td>
<td>Lead Real Estate Developer Tax Obligations and Liabilities</td>
<td>This provision will drop down, except with respect to Developer’s performance of the Work, Developer’s interests in and rights to the Project License, and tax exemptions for D&amp;C Work.</td>
</tr>
<tr>
<td>28.3</td>
<td>DURA Cooperation and Coordination</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td></td>
<td><strong>PART I: DEFAULTS, REMEDIES AND TERMINATION</strong></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td><strong>DEFAULTS AND REMEDIES</strong></td>
<td></td>
</tr>
<tr>
<td>29.1</td>
<td>Lead Real Estate Developer Defaults</td>
<td>This following acts of default listed in 29.1.1 will drop down: (1)(a) with respect to undertaking the Private Development; (6)-(16), (18)-(24), (25), (28), (29) and (32) Sub-sections 29.1.2 and 29.1.3, regarding determination of cure period and remedies for default, will drop down. The Subcontract also will include the events of default listed in 7.4(a) of Schedule 14, which, if uncured, give Developer the right to replace the Lead Real Estate Developer.</td>
</tr>
<tr>
<td>29.2</td>
<td>Developer Defaults</td>
<td>[Under review.] The Subcontract will also include provisions regarding the determination of a cure period and Lead Real Estate Developer Remedies for Developer Default.</td>
</tr>
<tr>
<td>30</td>
<td><strong>TERMINATION</strong></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>SECTION / PROVISION</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>30.1</td>
<td>Exclusive Rights to Terminate</td>
<td>This provision will not drop down. The Subcontract will contain a provision stating that this Section [30] (Termination) contains all provisions and rights of the Developer and Lead Real Estate Developer to terminate the Subcontract.</td>
</tr>
<tr>
<td>30.2</td>
<td>Termination Events</td>
<td>This provision will not drop down. The Subcontract shall include the following termination events: (a) Termination triggered by the termination of the Project Agreement (b) Termination for Lead Real Estate Developer Default (c) Termination for Developer Default (d) Termination by Court Ruling</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Subcontract shall also provide that the events of default set forth in Section 7.4 of Schedule 14, if left uncured, give the Developer the right to replace the Lead Real Estate Developer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Provisions for termination for convenience under review]</td>
</tr>
<tr>
<td>30.3</td>
<td>Consequences of Termination; Payment of Termination Amount</td>
<td>This provision will not drop down. The Subcontract will provide that a termination event will result in the termination of the Subcontract.</td>
</tr>
<tr>
<td>30.4</td>
<td>No Increased Termination Liabilities</td>
<td>The provision will only drop down with respect to subcontracts. This provision will not drop down with respect to Refinancing or Project Debt.</td>
</tr>
<tr>
<td>30.5</td>
<td>Exclusivity of Remedy</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>31.</td>
<td>HANDBACK ACTIVITIES</td>
<td>This Section will not drop down because it pertains to transferring responsibility for the Work to the City and/or any Person designated by the City.</td>
</tr>
<tr>
<td>31.1</td>
<td>Preparations for Handover</td>
<td>Reserved</td>
</tr>
<tr>
<td>31.2</td>
<td>Assignments and Transfers</td>
<td>Reserved</td>
</tr>
<tr>
<td>31.3</td>
<td>Hiring of Employees</td>
<td>Reserved</td>
</tr>
<tr>
<td>31.4</td>
<td>Ongoing Support Agreement</td>
<td>Reserved</td>
</tr>
<tr>
<td>31.5</td>
<td>No Contrary Activities</td>
<td>Reserved</td>
</tr>
<tr>
<td>31.6</td>
<td>Private Development</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>32.</td>
<td>REMEDIES</td>
<td></td>
</tr>
<tr>
<td>32.1</td>
<td>Lead Real Estate Developer's Sole Remedies</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>32.2</td>
<td>No Double Recovery</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>32.3</td>
<td>Non-financial Remedies</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>32.4</td>
<td>Available Insurance</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>#</td>
<td>SECTION / PROVISION</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>33</td>
<td>LIABILITY</td>
<td></td>
</tr>
<tr>
<td>33.1</td>
<td>Waiver of Consequential Damages</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>33.2</td>
<td>Joint and Several Liability</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>33.3</td>
<td>No Personal Liability</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>33.4</td>
<td>Governmental Immunity</td>
<td>This provision will not drop down because it solely pertains to the City’s governmental immunity.</td>
</tr>
<tr>
<td>33.5A</td>
<td>Additional Limitation on Lead Real Estate Developer’s Liability</td>
<td>The Subcontract will include a provision that no amendment, waiver nor settlement under the Project Agreement will have the effect of increasing the Lead Real Estate Developer’s liability or reducing the Lead Real Estate Developer’s rights under the Subcontract unless the Lead Real Estate Developer has given written consent.</td>
</tr>
<tr>
<td></td>
<td>PART K: MISCELLANEOUS</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>INTELLECTUAL PROPERTY RIGHTS</td>
<td></td>
</tr>
<tr>
<td>34.1</td>
<td>Grant of License, Ownership, and Use</td>
<td>This provision will not drop down.</td>
</tr>
<tr>
<td>34.2</td>
<td>Right to Purchase</td>
<td>This provision will not drop down.</td>
</tr>
<tr>
<td>34.3</td>
<td>Intellectual Property Escrow Agreement</td>
<td>This provision will not drop down.</td>
</tr>
<tr>
<td>35</td>
<td>GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL</td>
<td></td>
</tr>
<tr>
<td>35.1</td>
<td>Governing Law</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>35.2</td>
<td>Dispute resolution</td>
<td>This provision will not drop down.</td>
</tr>
<tr>
<td></td>
<td>In accordance with Section 4(b) of Schedule 12 (Mandatory Terms for Lead Real Estate Developer), the Subcontract shall contain a provision requiring Lead Real Estate Developer to cooperate with any reasonable requests for information or assistance provided to them through the Dispute Resolution Procedures, except to the extent that such cooperation would require the Lead Real Estate Developer to assume any legal liability.</td>
<td></td>
</tr>
<tr>
<td>35.3</td>
<td>Jurisdiction</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>36</td>
<td>BINDING EFFECT; SUCCESSORS AND ASSIGNS</td>
<td></td>
</tr>
<tr>
<td>36.1</td>
<td>Binding Effect</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>36.2</td>
<td>Assignments and Transfers by Lead Real Estate Developer</td>
<td>This provision will not drop down (although Part 1 will have a separate provision on related matters).</td>
</tr>
<tr>
<td>36.3</td>
<td>Assignments and Transfers by Developer</td>
<td>This provision will not drop down (although Part 1 will have a separate provision on related matters).</td>
</tr>
<tr>
<td>37</td>
<td>ANCILLARY AGREEMENTS, AMENDMENTS, AND WAIVERS</td>
<td></td>
</tr>
<tr>
<td>37.1</td>
<td>Ancillary Agreements</td>
<td>Reserved</td>
</tr>
<tr>
<td>#</td>
<td>SECTION / PROVISION</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>37.2</td>
<td>Amendments</td>
<td>This provision will not drop down (although Part 1 will have a separate provision on related matters).</td>
</tr>
<tr>
<td>37.3</td>
<td>Waivers</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>38.1</td>
<td>Methods of Notice Submission</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>38.2</td>
<td>Written Notices</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>38.3</td>
<td>Time and Date of Notice Submission</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>38.4</td>
<td>Changes in Address</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>39.</td>
<td>SURVIVAL</td>
<td>The Subcontract will include a provision detailing which provisions of the Subcontract survive the expiration or earlier termination of the Subcontract and/or completion of Private Development. This may also be incorporated into Part 1.</td>
</tr>
<tr>
<td>40.1</td>
<td>Entire Agreement</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>40.2</td>
<td>Rights and Remedies</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>40.3</td>
<td>Severability</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>41.</td>
<td>INDEPENDENT DEVELOPER</td>
<td>This provision will drop down, although any reference to “public-private partnership” will not drop down.</td>
</tr>
<tr>
<td>42.</td>
<td>COSTS AND EXPENSES OF THE PARTIES</td>
<td>This provision will drop down.</td>
</tr>
<tr>
<td>43.</td>
<td>LIMITATION ON THIRD PARTY BENEFICIARIES</td>
<td>This provision will drop down, although the exception for Section 6.4 will not drop down.</td>
</tr>
<tr>
<td>44.</td>
<td>FURTHER ASSURANCES</td>
<td>This provision will drop down, although the reference to Campus Partner will not drop down.</td>
</tr>
<tr>
<td>45.</td>
<td>COUNTERPARTS</td>
<td>This provision will drop down.</td>
</tr>
</tbody>
</table>

ANNEX A: RULES OF INTERPRETATION, OF CONSTRUCTION, AND FOR RESOLUTION OF CONFLICTS, AMBIGUITIES, AND INCONSISTENCIES

1. INTERPRETATION OF CERTAIN TERMS, PHRASES, AND LANGUAGE
   - Elements of this provision will drop down.

2. INDEXATION
   - Elements of this provision will drop down.

3. CONSTRUCTION OF THIS AGREEMENT
   - Elements of this provision will drop down.

4. RESOLUTION OF CONFLICTS, AMBIGUITIES, AND INCONSISTENCIES
   - Elements of this provision will drop down.

5. RULES GOVERNING CONSENTS; EFFECTS OF
   - Elements of this provision will drop down.
## Project Agreement

### Schedule 23, Form of Lead Real Estate Developer Subcontract

### ANNEX B: PROJECT AREA AND FACILITY TERMS

### ANNEX C: DEFINITIONS AND ABBREVIATIONS

### SCHEDULES

#### Closing Mechanics

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Section / Provision</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Financial Close</td>
<td>This schedule will drop down only as it relates to the Lead Real Estate Developer’s obligations to satisfy conditions in the Project Agreement Financial Close process.</td>
</tr>
</tbody>
</table>
| 2        | Representations & Warranties | This Schedule will drop down for both parties with respect to the following representations and warranties (as set forth in Section 1 the Schedule), and only as they apply to Private Development and Principal Subcontracts, not performing the Work and City Closing Agreements:

1. Organization; Power and Authority
2. Authorization and Due Execution
3. Enforceability
4. No Conflicts
5. Consents and Approvals
6. Developer Default
7. Applicable Law
8. Due Diligence; Reasonable Investigation (1.8.b.ii. only to apply with respect to subsequent diligence on the Private Development)
9. Legal Proceedings
10. Prohibited Acts
11. Organizational Conflicts of Interest
12. Debarment
13. Taxes and Fees
14. Brokers

The Representations and Warranties in Section 1 regarding the Financial Model will not drop down. |

#### Commencement and Completion Mechanics

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Section / Provision</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>NTPs</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td>4</td>
<td>Completion</td>
<td>This Schedule will not drop down.</td>
</tr>
</tbody>
</table>

#### Payments

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Section / Provision</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Payment and Performance Mechanism</td>
<td>This Schedule will not drop down except as related to financial consequences of certain performance failures being addressed in Part 1 of the Subcontract.</td>
</tr>
<tr>
<td>6</td>
<td>Compensation on Termination</td>
<td>This Schedule will not drop down as this will be addressed by the Equivalent Project Relief provision in Part 1.</td>
</tr>
<tr>
<td>#</td>
<td>SECTION / PROVISION</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Administrative &amp; Process Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule 7: Required Insurances</td>
<td>[Under consideration while insurance provisions in the project Agreement are being considered.]</td>
</tr>
<tr>
<td></td>
<td>Schedule 8: Project Administration</td>
<td>This Schedule will drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 9: Project Management Plan</td>
<td>Certain elements of this Schedule will drop down or will separately be addressed in the Subcontract.</td>
</tr>
<tr>
<td></td>
<td>Schedule 10: Quality Management</td>
<td>Certain elements of this Schedule will drop down or will be separately addressed in the Subcontract.</td>
</tr>
<tr>
<td></td>
<td>Schedule 11: Submittal Review Process</td>
<td>This Schedule will drop down [under consideration / for review]</td>
</tr>
<tr>
<td></td>
<td>Schedule 12: Mandatory Subcontract Terms</td>
<td>This Schedule will drop down to the extent applicable to Private Development, including all of Section 4. The requirements of Section 4 shall also apply to each Private Development Subcontract.</td>
</tr>
<tr>
<td></td>
<td>Schedule 13: Site Constraints</td>
<td>This Schedule will drop down.</td>
</tr>
<tr>
<td></td>
<td>Private Development Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule 14: Private Development</td>
<td>This Schedule will either drop down or will be elevated into Part 1 (as a stand-alone provision or Schedule).</td>
</tr>
<tr>
<td></td>
<td>Technical Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule 15: D&amp;C Requirements</td>
<td>Certain provisions of this Schedule will drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 15A: D&amp;C Standards</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 15B: O&amp;M Standards</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 16: Facility Commissioning</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 17: Operations &amp; Maintenance</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 18: Programming and Project</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 19: Handback Requirements</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Community, Communications, &amp; Compliance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule 20: Community Equity &amp; City</td>
<td>This Schedule will drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 21: Stakeholder Communications</td>
<td>This Schedule will drop down.</td>
</tr>
<tr>
<td>#</td>
<td>SECTION / PROVISION</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Forms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule 22: Forms of Direct Agreements</td>
<td>Section 4 (Lead Real Estate Developer Direct Agreement) will drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 23: Form of Lead Real Estate Developer Subcontract (Development Agreement)</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Schedule 24: Form of Contractor Bonds</td>
<td>This Schedule will not drop down (although Part 1 will have a separate provision on payment and security)</td>
</tr>
<tr>
<td></td>
<td>Schedule 25: Form of Supervening Event Notice</td>
<td>This Schedule will drop down only to the extent necessary to give effect to Section 12.6.2 of the Project Agreement.</td>
</tr>
<tr>
<td></td>
<td>Schedule 26: Form of Legal Opinions</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 27: Form of Financial Model Escrow</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Procedures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule 28: Change Procedure</td>
<td>Reserved</td>
</tr>
<tr>
<td></td>
<td>Schedule 29: Dispute Resolution Procedure</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Financial Model &amp; Proposal Commitments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule 30: Base Financial Model</td>
<td>This Schedule will not drop down.</td>
</tr>
<tr>
<td></td>
<td>Schedule 31: Key Personnel</td>
<td>This Schedule will not drop down because it does not reference personnel related to the Lead Real Estate Developer</td>
</tr>
<tr>
<td></td>
<td>Schedule 32: Proposal Extracts, AFCs, &amp; ATCs</td>
<td>This Schedule will drop down each to the extent applicable to the Private Development.</td>
</tr>
<tr>
<td></td>
<td>Reference Documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule 33: Reference Documents</td>
<td>This Schedule will drop down because the Reference Documents are relevant to Lead Real Estate Developer’s Assurances Regarding Due Diligence Obligations and Limitations (See Section 2.3)</td>
</tr>
</tbody>
</table>
Schedule 24
Forms of Contractor Bonds

Part A: Form of Payment and Performance Surety Bond

PAYMENT AND PERFORMANCE BOND NO.: [ ]

The undersigned [name], a [type of entity] [organized/incorporated] and existing under and by virtue of the laws of the State of [_______] (the “Principal”), and [name], a [type of entity] [organized/incorporated] and existing under and by virtue of the laws of the State of [_______] (the “Surety”) are held and firmly bound unto the City and County of Denver, a municipal corporation of the State of Colorado (“the City or the Obligee”) in the penal sum of $[ ], lawful money of the United States of America (the “Bond Amount”), for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

1. APPLICABLE AGREEMENT(S)
   a. [name], a [type of entity] [organized/incorporated] and existing under and by virtue of the laws of the State of [_______] (the “Developer”) entered into the Project Agreement for the Project (defined below) dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”) with the City for the design, construction, financing, operation, and maintenance of Phases 3-8 of the Master Plan to complete the 250-acre NWC Campus. Phases 3-8 consist of the development of approximately 60 acres on the southeast portion of the NWC Campus (the “Triangle”). Development of the Triangle includes both the development of various Public Elements (such as the construction of a New Arena, a new Expo Hall, and rehabilitation of the historic 1909 Building) on the Private Elements Property and the City’s grant to the Developer of development rights for Private Development on the remaining Private Development Property. The Public Elements and the Private Development portions, together with all associated Work that will be undertaken by the Developer under this Agreement, comprise the project (the “Project”) as more fully described in the Project Agreement.

   b. Principal has entered into [Principal Subcontract name] with Developer, dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Subcontract”), for [description of the work performed] in regard to the Project.

   c. It is a requirement under Section 6.3 of the Project Agreement and under the terms of the Subcontract that this payment and performance bond (this “Bond”) be delivered.

2. TERMS:
   a. The Project Agreement and Subcontract are incorporated herein by reference. All terms that are not defined in this Bond shall have the meaning ascribed to them in the Project Agreement or Subcontract, and in the event of a contradiction between the Project Agreement and the Subcontract, the Project Agreement shall control.

   b. Principal and Surety, jointly and severally, bind themselves and their successors and assigns to the Obligee[s]:

---

1 The City will provide bonding requirements for major maintenance projects during the O&M Period in a future Addendum.
2 The surety must be an Eligible Surety as defined under the Project Agreement.
3 Modify references to Project Agreement or Subcontract as needed throughout the Bond.
i. to pay for labor, laborers, materials, rental machinery, tools and equipment, and
all other items that are described in C.R.S. §§ 38-26-101 through and including 38-
26-110 (the “Contractor’s Bonds Statute”) furnished for use in the performance of
the Subcontract; and

ii. to promptly perform the Subcontract.

c. Surety’s liability under this Bond shall not exceed:

i. the Bond Amount specified above; and

ii. any costs or expenses payable under Section j below and any interest payable
under the Contractor’s Bonds Statute,

the aggregate amounts referred to in this Section 2.c are referred to as the “Maximum
Amount.”

d. No change, alteration, addition, omission, modification, supplement or extension of time to
the Project Agreement or to the Subcontract, or to the nature of the work to be performed
thereunder including, without limitation, any extension of time for performance or any
change of any terms of or extension of time for any payment pertaining or relating to the
Subcontract or to the Project Agreement, nor any fraud practiced by any other Person
(other than any Obligee or any Additional Obligee), shall in any way affect the obligations
of Surety under this Bond. Surety waives notice of any change, alteration, addition,
omission, modification, supplement or extension of time.

e. This Bond is intended for the benefit of all Persons named in the Contractor’s Bond Statute
including, without limitation, all direct and indirect Subcontractors of the Principal.

f. Whenever Principal and Surety are notified by the Obligee[s] that Principal is in default in
the performance of the Subcontract (other than with respect to payment obligations),
Surety shall as soon as reasonably practicable in light of then-prevailing circumstances
(“promptly”):

i. remedy such default;

ii. arrange for Principal, with the prior written consent of the Obligee[s], to perform
and complete the work in accordance with the Subcontract;

iii. itself, through its agents or through independent contractors, perform and complete
the work in accordance with the Project Agreement and Subcontract; or

iv. select a subcontractor or subcontractors to complete all applicable portions of the
work for which a notice to proceed has been issued in accordance with the Project
Agreement or Subcontract and, using a procurement methodology provided by the
Obligee[s], arrange for a contract between such subcontractor or subcontractors
and the Obligee[s], and make available as work progresses (even if there is a
default or a succession of defaults under such contract or contracts of completion
arranged under this Section sufficient funds to pay the cost of completion, such
funds not to exceed in aggregate, including, without limitation, other costs and
damages for which Surety is liable hereunder, the Maximum Amount. Any new
contract(s) entered into in fulfillment of this Section may provide for a new bond for
each new subcontractor, provided that the amount of any such bond (in aggregate
with the amount of any other such bonds) will be the Maximum Amount under this
Bond, less amounts paid under this Bond and less amounts paid under any
successive bonds for substitute contractors authorized by the City. Each new
subcontractor shall be required to tender its bond to the City in accordance with
Section 6.3.1 of the Project Agreement for such amount.
g. In the event that the Developer elects to have the Surety take over the performance of the Subcontract, the Surety may not select the Principal or any affiliate of the Principal to perform the Subcontract obligations for and on behalf of the Surety.

h. Whenever Principal and Surety are notified by the Obligee[s] that Principal or any Subcontractor (of any tier) of Principal is in breach of its payment obligations under any Subcontract, which notice shall be given only for undisputed amounts, Surety shall promptly pay for the same in an amount not exceeding the Maximum Amount.

i. Correspondence or claims relating to this Bond shall be sent to Surety at the address listed above for Surety. Surety shall promptly notify the Obligee[s] of any claims relating to this Bond at the address[es] listed above for the Obligee[s].

j. Surety agrees to indemnify, defend, and hold the Obligee[s] harmless from and against all loss, damage, cost, or expense incurred by the Obligee[s] as a result of any claims made against or related to this Bond arising out of the bad faith actions of the Surety. If Surety is in breach of its obligations under this Bond, the Obligee[s] shall be entitled to all remedies available at law or in equity. Should the Obligee[s] commence litigation to enforce Surety's obligations under this Bond, Surety agrees that, in addition to paying its own costs and expenses of litigation, if it acted in bad faith or breached its obligations under this Bond, it shall also pay all the Obligee[s]' reasonable attorneys' fees. Surety agrees that venue and jurisdiction for any litigation relating to this Bond shall be in the federal or state courts in the City and County of Denver, Colorado.

k. This Bond has been furnished by Surety on behalf of Principal to comply with the Contractor's Bond Statute and any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory requirements shall be deemed incorporated herein. Principal and Surety acknowledge and agree that the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

l. To the extent that there are multiple providers of this Bond, the obligations of each provider hereunder are joint and several and Obligee may proceed against any provider of this Bond in connection with its enforcement of the terms of this Bond.

m. The Additional Obligee Rider attached hereto is incorporated fully herein.

n. If the Principal shall satisfy all claims and demands incurred by the Principal in the performance of the Subcontract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense, and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of the Principal, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

o. If the Principal shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Subcontract, and that if the Principal will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

p. This Bond is executed pursuant to and in accordance with the Contractor's Bond Statute.
q. The Principal shall record this Bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work.

[remainder of page left intentionally blank; signature page follows]
IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [date].

[To insert signature blocks.]
ADDITIONAL OBLIGEE RIDER

ADDITIONAL OBLIGEE[S]:⁴ [name], a [legal status] [address]

DATE: [date]

RELATED BOND: This additional obligee rider is executed concurrently with and shall be attached to and form a part of the Payment and Performance Bond No. [ ] dated as of [date] (the “Bond”) by and among [name] a [legal status] as Principal and [name] a [legal status] as Surety in the Bond Amount of $[amount].

TERMS:

a. All terms that are not defined herein shall have the meaning ascribed to them in the Bond.

b. The undersigned agree and stipulate that the above named “Additional Obligee[s]” shall be added to the Bond as named obligee[s], subject to the terms herein.

c. The Additional Obligee[s] shall have the right to notify Surety and Principal, as applicable, that Principal is in default under the Subcontract and/or that Principal or any Subcontractor (of any tier) of Principal is in breach of its payment obligations under any Subcontract, which notice with respect to any such breach of payment obligations shall be given only for undisputed amounts. Upon such notice by an Additional Obligee, Surety shall promptly act as if such notice was provided by the Obligee[s] and shall act in accordance with Section 2.f of the Bond. Surety shall promptly notify the Obligee[s] of any claims by Additional Obligees relating to this Bond at the address listed in the Bond for the Obligee[s].

d. The aggregate liability of Surety under this Bond, to any or all of the obligees, as their interests may appear, is limited to the Maximum Amount of said Bond.

e. Additional Obligees’ rights hereunder are subject to the same defenses Principal and/or Surety have against the Obligee[s].

f. Except as modified herein, the Bond shall be and remains in full force and effect.

⁴ Pursuant to Section 6.3.2.b of the Project Agreement: (i) the Additional Obligees will be the City and (ii) the Collateral Agent/Lender(s) may also be Additional Obligees as required by the Financing Documents.
IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [date].

[To insert signature blocks.]
Part B: Form of Payment Bond

PAYMENT BOND NO.: [ ]

The undersigned [name], a [type of entity] [organized/ incorporated] and existing under and by virtue of the laws of the State of [_______] (the “Principal”)5, and [name], a [type of entity] [organized/ incorporated] and existing under and by virtue of the laws of the State of [_______] (the “Surety”)6 are held and firmly bound unto the City and County of Denver, a municipal corporation of the State of Colorado (“the City” or the “Obligee”) in the penal sum of $[ ], lawful money of the United States of America (the “Bond Amount”), for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

1. APPLICABLE AGREEMENT[S]

a. [name], a [type of entity] [organized/ incorporated] and existing under and by virtue of the laws of the State of [_______] (the “Developer”) entered into the Project Agreement for the Project (defined below) dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”) with the City for the design, construction, financing, operation, and maintenance of Phases 3-8 of the Master Plan to complete the 250-acre NWC Campus. Phases 3-8 consist of the development of approximately 60 acres on the southeast portion of the NWC Campus (the “Triangle”). Development of the Triangle includes both the development of various Public Elements (such as the construction of a New Arena, a new Expo Hall, and rehabilitation of the historic 1909 Building) on the Private Elements Property and the City’s grant to the Developer of development rights for Private Development on the remaining Private Development Property. The Public Elements and the Private Development portions, together with all associated Work that will be undertaken by the Developer under this Agreement, comprise the project (the “Project”) as more fully described in the Project Agreement.

b. Principal has entered into [Principal Subcontract name] with Developer, dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Subcontract”), for [description of the work performed] in regards to the Project.

c. It is a requirement under Section 6.3.1.a of the Project Agreement and under the terms of the Subcontract that this payment bond (this “Bond”) be delivered.

2. TERMS:

a. The Subcontract is incorporated herein by reference. All terms that are not defined in this Bond shall have the meaning ascribed to them in the Project Agreement or Subcontract, and in the event of a contradiction between the Project Agreement and the Subcontract, the Project Agreement shall control.

b. Principal and Surety, jointly and severally, bind themselves and their successors and assigns to the Obligee[s] to pay for labor, laborers, materials, rental machinery, tools and equipment, and all other items that are described in C.R.S. §§ 38-26-101 through and including 38-26-110 (the “Contractor’s Bonds Statute”) furnished for use in the performance of the Subcontract.

5 Principal shall be Principal Subcontractor, pursuant to Section 6.3.2.b of the Project Agreement.
6 The surety must be an Eligible Surety as defined under the Project Agreement.
7 Refer to Developer, pursuant to Section 6.3.2.b of the Project Agreement.
c. Surety’s liability under this Bond shall not exceed:
   i. the Bond Amount specified above; and
   ii. any costs or expenses payable under 2.j below and any interest payable under the Contractor’s Bonds Statute,

   the aggregate amounts referred to in this Section 2.a and 2.b are referred to as the “Maximum Amount.”

d. No change, alteration, addition, omission, modification, supplement or extension of time to the Project Agreement or to the Subcontract, or to the nature of the work to be performed thereunder including, without limitation, any extension of time for performance or any change of any terms of the Subcontract, nor any fraud practiced by any other Person (other than any Obligee or any Additional Obligee), shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any change, alteration, addition, omission, modification, supplement or extension of time.

e. This Bond is intended for the benefit of all Persons named in the Contractor’s Bond Statute including, without limitation, all direct and indirect Subcontractors of the Principal.

f. Each person who furnishes labor, services, or materials for the prosecution of the work provided for in the Subcontract (each, a “Claimant”) shall have a right of action against the Principal and Surety for the amount due him or her, including unpaid finance charges due under the Claimant’s contract.

g. A Claimant, except a laborer, who is not in privity with the Principal shall, before commencing or not later than 90 days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he or she intends to look to this Bond for protection. A Claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials, or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted may be conveyed in accordance with Section 4-1-201(b)(36), Colorado Revised Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this Bond within one year after the performance of the labor or completion of delivery of the materials or supplies, or within 90 days after receipt of final payment (or the payment estimate containing Developer’s final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last. The time periods for service of a notice of nonpayment or for bringing an action against a Principal or a Surety shall be measured from the last day of furnishing labor, services, or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. An action must be instituted by a Claimant, whether in privity with the Principal or not, against the Principal or the Surety on this Bond within 365 days after the final acceptance of the work by the City (pursuant to the Project Agreement). A Claimant may not waive in advance his or her right to bring an action under this Bond against the Surety. An action brought to enforce a claim against this Bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his or her attorney for trial and appeal, in an amount to be determined by the court, which fee must be taxed as part of the prevailing party’s costs, as allowed in equitable actions.
i. Whenever Principal and Surety are notified by the Obligee[s] that Principal or any Subcontractor (of any tier) of Principal is in breach of its payment obligations under any Subcontract, which notice shall be given only for undisputed amounts, Surety shall promptly pay for the same in an amount not exceeding the Maximum Amount.

j. Correspondence or claims relating to this Bond shall be sent to Surety at the address listed above for Surety. Surety shall promptly notify the Obligee[s] of any claims relating to this Bond at the address[es] listed above for the Obligee[s].

k. Surety agrees to indemnify, defend and hold the Obligee[s] harmless from and against all loss, damage, cost, or expense incurred by the Obligee[s] as a result of any claims made against or related to this Bond arising out of the bad faith actions of the Surety. If Surety is in breach of its obligations under this Bond, the Obligee[s] shall be entitled to all remedies available at law or in equity. Should the Obligee[s] commence litigation to enforce Surety’s obligations under this Bond, Surety agrees that, in addition to paying its own costs and expenses of litigation, if it acted in bad faith or breached its obligations under this Bond, it shall also pay all the Obligee[s]’ costs and expenses, including, without limitation, the Obligee[s]’ reasonable attorneys’. Surety agrees that venue and jurisdiction for any litigation relating to this Bond shall be in the federal or state courts in the City and County of Denver, Colorado.

l. This Bond has been furnished by Surety on behalf of Principal to comply with the Contractor’s Bond Statute and any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory requirements shall be deemed incorporated herein. Principal and Surety acknowledge and agree that the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

m. To the extent that there are multiple providers of this Bond, the obligations of each provider hereunder are joint and several and Obligee may proceed against any provider of this Bond in connection with its enforcement of the terms of this Bond.

n. The Additional Obligee Rider attached hereto is incorporated fully herein.

o. If the Principal Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above [Project Agreement] [Subcontract], and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such [Project Agreement] [Subcontract], then this obligation shall be null and void; otherwise it shall remain in full force and effect.

p. This Bond is executed pursuant to and in accordance with the Contractors Bond Statute.

q. The Principal shall record this Bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work.

[remainder of page left intentionally blank; signature page follows]
IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [date].

[To insert signature blocks.]
ADDITIONAL OBLIGEE RIDER

ADDITIONAL OBLIGEE[S]:

[name], a [legal status]
[address]

DATE: [DATE]

RELATED BOND:

This additional obligee rider is executed concurrently with and shall be attached to and form a part
of the Payment Bond No. [ ] dated as of [date] (the “Bond”) by and among [name] a [legal status]
as Principal and [name] a [legal status] as Surety in the Bond Amount of $[amount].

1. TERMS:

   a. All terms that are not defined herein shall have the meaning ascribed to them in the Bond.
   b. The undersigned agree and stipulate that the above named “Additional Obligee[s]” shall be
      added to the Bond as named obligee[s], subject to the terms herein.
   c. The Additional Obligee[s] shall have the right to notify Surety and Principal that Principal
      or any Subcontractor (of any tier) of Principal is in breach of its payment obligations under
      any Subcontract, which notice shall be given only for undisputed amounts. Upon such
      notice by an Additional Obligee, Surety shall promptly act as if such notice was provided
      by the Obligee[s] and shall act in accordance with Section 6 of the Bond. Surety shall
      promptly notify the Obligee[s] of any claims by Additional Obligees relating to this Bond at
      the address listed in the Bond for the Obligee[s].
   d. The aggregate liability of Surety under this Bond, to any or all of the obligees, as their
      interests may appear, is limited to the Maximum Amount of said Bond.
   e. Additional Obligees’ rights hereunder are subject to the same defenses Principal and/or
      Surety have against the Obligee[s].
   f. Except as modified herein, the Bond shall be and remains in full force and effect.

[remainder of page left intentionally blank; signature page follows]
IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [date].

[To insert signature blocks.]
Part C: Form of Performance Surety Bond

PERFORMANCE BOND NO.: [ ]

The undersigned [name], a [type of entity] [organized/incorporated] and existing under and by virtue of the laws of the State of [_______] (the “Principal”), and [name], a [type of entity] [organized/incorporated] and existing under and by virtue of the laws of the State of [_______] (the “Surety”) are held and firmly bound unto the City and County of Denver, a municipal corporation of the State of Colorado (“the City” or the “Obligee”) in the penal sum of $[ ], lawful money of the United States of America (the “Bond Amount”), for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

1. APPLICABLE AGREEMENT[S]
   a. [name], a [type of entity] [organized/incorporated] and existing under and by virtue of the laws of the State of [_______] (the “Developer”) entered into the Project Agreement for the Project (defined below) dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”) with the City for the design, construction, financing, operation, and maintenance of Phases 3-8 of the Master Plan to complete the 250-acre NWC Campus. Phases 3-8 consist of the development of approximately 60 acres on the southeast portion of the NWC Campus (the “Triangle”). Development of the Triangle includes both the development of various Public Elements (such as the construction of a New Arena, a new Expo Hall, and rehabilitation of the historic 1909 Building) on the Private Elements Property and the City’s grant to the Developer of development rights for Private Development on the remaining Private Development Property. The Public Elements and the Private Development portions, together with all associated Work that will be undertaken by the Developer under this Agreement, comprise the project (the “Project”) as more fully described in the Project Agreement.
   b. Principal has entered into [Principal Subcontract name] with Developer, dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Subcontract”), for [description of the work performed] in regards to the Project.
   c. It is a requirement under Section 6.3.1.a of the Project Agreement and under the terms of the Subcontract that this performance bond (this “Bond”) be delivered.

2. TERMS:
   a. The Project Agreement and Subcontract are incorporated herein by reference. All terms that are not defined in this Bond shall have the meaning ascribed to them in the Project Agreement or Subcontract, and in the event of a contradiction between the Project Agreement and the Subcontract, the Project Agreement shall control.

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9 The Project Agreement, as currently drafted, provides the option of the Developer providing the bonds or the contractors providing the bonds, with the City being an additional obligee in the case of the latter. This Form of Bond has been drafted to reflect this option.

10 Principal shall be Principal Subcontractor, pursuant to Section 6.3.2.b of the Project Agreement.

11 The surety must be an Eligible Surety as defined under the Project Agreement.

12 Refer to Developer, pursuant to Section 6.3.2.b of the Project Agreement.

13 Modify references to Project Agreement or Subcontract as needed throughout the Bond.
b. Principal and Surety, jointly and severally, bind themselves and their successors and assigns to the Obligee[s] to perform the Subcontract.

c. Surety’s liability under this Bond shall not exceed:
   i. the Bond Amount specified above; and
   ii. any costs or expenses payable under 2.j below and any interest payable under the Contractor’s Bonds Statute,

the aggregate amounts referred to in this 2.c(a) and (b) are referred to as the “Maximum Amount.”

d. No change, alteration, addition, omission, modification, supplement or extension of time to the Project Agreement or to the Subcontract, or to the nature of the work to be performed thereunder including, without limitation, any extension of time for performance or any change of any terms of or extension of time for any payment pertaining or relating to the Subcontract or to the Project Agreement, nor any fraud practiced by any other Person (other than any Obligee or any Additional Obligee), shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any change, alteration, addition, omission, modification, supplement or extension of time.

e. Whenever Principal and Surety are notified by the Obligee[s] that Principal is in default in the performance of the Subcontract (other than with respect to payment obligations), Surety shall as soon as reasonably practicable in light of then-prevailing circumstances (“promptly”):
   i. remedy such default;
   ii. arrange for Principal, with the prior written consent of the Obligee[s], to perform and complete the work in accordance with the Subcontract;
   iii. itself, through its agents or through independent contractors, perform and complete the work in accordance with the Subcontract; or
   iv. select a subcontractor or subcontractors to complete all applicable portions of the work for which a notice to proceed has been issued in accordance with the [Project Agreement] [Subcontract] and, using a procurement methodology provided by the Obligee[s], arrange for a contract between such subcontractor or subcontractors and the Obligee[s], and make available as work progresses (even if there is a default or a succession of defaults under such contract or contracts of completion arranged under this Section sufficient funds to pay the cost of completion, such funds not to exceed in aggregate, including, without limitation, other costs and damages for which Surety is liable hereunder, the Maximum Amount. Any new contract(s) entered into in fulfillment of this Section may provide for a new bond for each new subcontractor, provided that the amount of any such bond (in aggregate with the amount of any other such bonds) will be the Maximum Amount under this Bond, less amounts paid under this Bond and less amounts paid under any successive bonds for substitute contractors authorized by the City. Each new subcontractor shall be required to tender its bond to the City in accordance with Section 6.3.1 of the Project Agreement for such amount.

f. In the event that the Developer elects to have the Surety take over the performance of the Subcontract, the Surety may not select the Principal or any affiliate of the Principal to perform the Subcontract obligations for and on behalf of the Surety.

g. Correspondence or claims relating to this Bond shall be sent to Surety at the address listed above for Surety. Surety shall promptly notify the Obligee[s] of any claims relating to this Bond at the address[es] listed above for the Obligee[s].
Project Agreement  
Schedule 24, Forms of Contractor Bonds

h. Surety agrees to indemnify, defend and hold the Obligee[s] harmless from and against all loss, damage, cost, or expense incurred by the Obligee[s] as a result of any claims made against or related to this Bond arising out of the bad faith actions of the Surety. If Surety is in breach of its obligations under this Bond, the Obligee[s] shall be entitled to all remedies available at law or in equity. Should the Obligee[s] commence litigation to enforce Surety’s obligations under this Bond, Surety agrees that, in addition to paying its own costs and expenses of litigation, if it acted in bad faith or breached its obligations under this Bond, it shall also pay all the Obligee[s]’ reasonable attorneys’ fees. Surety agrees that venue and jurisdiction for any litigation relating to this Bond shall be in the federal or state courts in the City and County of Denver, Colorado.

i. This Bond has been furnished by Surety on behalf of Principal to comply with the Contractor’s Bond Statute and any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory requirements shall be deemed incorporated herein. Principal and Surety acknowledge and agree that the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

j. To the extent that there are multiple providers of this Bond, the obligations of each provider hereunder are joint and several and Obligee may proceed against any provider of this Bond in connection with its enforcement of the terms of this Bond.

k. The Additional Obligee Rider attached hereto is incorporated fully herein.

l. If the Principal shall satisfy all claims and demands incurred by the Principal in the performance of the [Project Agreement][Subcontract], and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of the Principal, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the [Project Agreement][Subcontract], then this obligation shall be null and void; otherwise it shall remain in full force and effect;

m. This Bond is executed pursuant to and in accordance with the Contractors Bond Statute.

n. The Principal shall record this Bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work.

[remainder of page left intentionally blank; signature page follows]
IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [date].

[To insert signature blocks.]
ADDITIONAL OBLIGEE RIDER

ADDITIONAL OBLIGEE[S]:\textsuperscript{14} [name], a [legal status]
[address]

DATE: [date]

RELATED BOND: This additional obligee rider is executed concurrently with and shall be attached to and form a part of the Performance Bond No. [ ] dated as of [date] (the “Bond”) by and among [name] a [legal status] as Principal and [name] a [legal status] as Surety in the Bond Amount of $[amount].

1. TERMS:
   a. All terms that are not defined herein shall have the meaning ascribed to them in the Bond.
   b. The undersigned agree and stipulate that the above named “Additional Obligee[s]” shall be added to the Bond as named obligee[s], subject to the terms herein.
   c. The Additional Obligee[s] shall have the right to notify Surety and Principal that Principal is in default under the Subcontract. Upon such notice by an Additional Obligee, Surety shall promptly act as if such notice was provided by the Obligee[s] and shall act in accordance with Section 5 of the Bond. Surety shall promptly notify the Obligee[s] of any claims by Additional Obligees relating to this Bond at the address listed in the Bond for the Obligee[s].
   d. The aggregate liability of Surety under this Bond, to any or all of the obligees, as their interests may appear, is limited to the Maximum Amount of said Bond.
   e. Additional Obligees’ rights hereunder are subject to the same defenses Principal and/or Surety have against the Obligee[s].
   f. Except as modified herein, the Bond shall be and remains in full force and effect.

[remainder of page left intentionally blank; signature page follows]

\textsuperscript{14} Pursuant to Section [6.3.2.b] of the Project Agreement: (i) the Additional Obligees will be the City and (ii) the Collateral Agent/Lender(s) may also be Additional Obligees as required by the Financing Documents.
IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [date].

[To insert signature blocks.]
Instructions

Please generally see Section 12 of the Project Agreement and the italicized and footnoted instructions in the forms that follow.¹ In addition:

1. The Developer shall submit:
   a. each Supervening Event Notice in the form of Part A to this Schedule 25; and
   b. each Supervening Event Claim in the form of Part B to this Schedule 25.

2. Each Supervening Event Notice and each Supervening Event Claim shall relate to an individual Supervening Event, although references can be made (as necessary) to other Supervening Events (e.g. to differentiate the effect of multiple events on the Critical Path).

3. Bracketed items in Parts A and B to this Schedule 25 include instructions (in italics) and drafting alternatives (with multiple options separated by forward slashes “/”). Developer shall modify or delete such bracketed items as the context and any additional instruction notes may require.

4. Each Supervening Event Notice and each Supervening Event Claim shall include a “SE Tracking Number” in the format of “X,Y” as follows:
   a. “X” shall be the sequential number of the Supervening Event for which a notice or submission (of any type) is submitted by Developer; and
   b. “Y” shall be the number of the submission made with respect to a particular Supervening Event, where:
      i. “0” shall be reserved to refer to the initial Supervening Event Notice; and
      ii. each Supervening Event Claim, including any update or amendment to a previously made submission, shall be numbered in sequence “1”, “2”, “3” etc.

5. The Developer may attach supporting materials to any Supervening Event Notice or Supervening Event Claim, provided that the relevance and nature of such attachments are described in the main body of the submission.

¹ For certainty, Developer shall delete this instruction box and any instructional footnotes in the relevant form prior to submission.
Part A: Form of Supervening Event Notice

[on Developer letterhead]  

[date]

From: [insert Developer name prior to execution]  
To: City and County of Denver  
Re: Triangle Project: Supervening Event Notice  
SE Tracking No: [ ].0

I am submitting this Supervening Event Notice on behalf of Developer pursuant to Section [12.3] of the Project Agreement for the Triangle Project (the “Project Agreement”) dated as of [ ] [(as amended)]. For ease of reference, all capitalized terms used in this notice have the same meaning given to them in the Agreement.

Please be advised of the following:

1. TYPE OF SUPERVENING EVENT
   This notice relates to a:
   - Compensation Event numbered ([insert number from the Event column, where applicable together with the corresponding letter in the “Definition / Description” column]) within the table that defines Compensation Events in Section 12.1.b of the Project Agreement.
   - Relief Event numbered ([insert number from the Event column, where applicable together with the corresponding letter in the “Definition / Description” column]) within the table that defines Relief Events in Section 12.1.c of the Agreement.

2. OCCURRENCE AND DURATION
   The [Relief Event / Compensation Event] occurred on [or about] [date]. This event [concluded on [or about] [date] / is continuing].

3. DESCRIPTION
   [Insert narrative description of Supervening Event.]

4. MITIGATION
   [Insert narrative description of steps taken, or expected to be taken, by Developer to avoid and/or mitigate the effects of the Supervening Event and otherwise, as applicable, to comply with the conditions set out in Section 12.2.2 of the Project Agreement.]

5. NEXT STEPS
   [Identify any proposed next steps, such as requests for calls, meetings etc., or otherwise indicate “None proposed at this time.”]

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2 Developer may modify this statement to account for particular circumstances. In addition, if a Supervening Event is anticipated in advance, replace this form of statement with the following (or the equivalent): “[Developer] has determined that a [Relief Event / Compensation Event] is [likely imminent]. Developer first made this determination on [or about] [date] based on [explanation].”

3 The narrative description should, to the extent reasonably possible and in addition to any other information that Developer deems relevant, describe or identify: (a) the event; (b) such event’s source/origin/cause; (c) affected location(s); and (d) such event’s anticipated or actual effect on the Work. It is also essential that the description expressly tie the relevant facts to the relevant contractual language defining the event.
Project Agreement
Schedule 25 Form of Supervening Event

By: ______________________________

[insert name]
Developer’s Representative
Part B: Form of Supervening Event Claim

[on Developer letterhead]

[Date]

From: [insert Developer name prior to execution]  
To: City and County of Denver  
Re: Triangle Project: Supervening Event Claim

SE Tracking No: [ ] [ ]

I am submitting this Supervening Event Claim on behalf of Developer pursuant to Section [12.3] of the Project Agreement for the Triangle Project (the “Project Agreement”) dated as of [ ] [(as amended)]. For ease of reference, all capitalized terms used in this submission shall have the same meaning given to them in the Project Agreement.

Please be advised of the following:

BACKGROUND INFORMATION

1. TYPE OF SUPERVENING EVENT

This submission relates to a:

☐ Compensation Event numbered ([insert number from the Event column, where applicable together with the corresponding letter in the “Definition / Description” column]) within the table that defines Compensation Events in Section 12.1.b of the Agreement.

☐ Relief Event numbered ([insert number from the Event column, where applicable together with the corresponding letter in the “Definition / Description” column]) within the table that defines Relief Events in Section 12.1.c of the Agreement.

2. OCCURRENCE AND DURATION

The [Relief Event / Compensation Event] occurred on [or about] [date]. This event [concluded on [or about] [date] / is continuing].

3. DESCRIPTION

[Insert narrative description of Supervening Event.]

4. MITIGATION

[Insert narrative description of steps taken, or expected to be taken, by Developer to avoid and/or mitigate the effects of the Supervening Event and otherwise, as applicable, to comply with the conditions set out in Section 12.2.2 of the Agreement.]

Developer’s Request

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4 In any revised or amended Supervening Event Claim the Developer shall include the following statement immediately under each of the relevant headings below and prior to any narrative text inserted by Developer relating to the specific Supervening Event: “The following [has / has not] been amended [as follows] since the prior related submission no. [X],[X]. [Describe amendments, as applicable].”

5 Developer may modify this statement to account for particular circumstances.

6 The narrative description should, to the extent reasonably possible and in addition to any other information that Developer deems relevant (and that is not required to be provided in a separate part of this form), describe or identify: (a) the event; (b) such event’s source/origin/cause; and (c) affected location(s). It is also essential that the description expressly tie the relevant facts to the relevant contractual language defining the event.
1. REQUESTED RESOLUTION

[Insert summary description of relief, deadline extension and/or compensation (and type) sought and on what basis, cross-referring to the Agreement where applicable.]

2. COMPLIANCE ANALYSIS

[Insert analysis of the Supervening Event’s effect (if any) on Developer’s performance of its obligations.]

3. TIME IMPACT ANALYSIS

[Insert a time impact analysis of the effect (if any) of the Supervening Event on the Critical Path or, with respect to any such event affecting completion]

4. CHANGE IN COSTS AND FINANCING COSTS

[Insert good faith estimate of compensable Change in Costs and/or Delay Financing Costs and/or Economic Impact, if any, together with the methodology for calculating such estimate in accordance with the terms of the Agreement with cross-references to the same.]

Supporting Information

1. DOCUMENTATION AND COMMUNICATIONS

[Insert description of (and, if appropriate, attach) all materially relevant available documentation and/or communications, if any, related to the Supervening Event, or otherwise indicate “None.”]

2. ADDITIONAL INFORMATION

[Insert any additional information Developer believes is relevant to the City’s consideration of the Supervening Event, and/or which the City has previously requested in connection with such event, or otherwise indicate “None.”]

Under penalty of perjury, the undersigned certifies on behalf of the Developer that, to the best of the Developer’s knowledge (after due inquiry), the requests, claims, representations, statements, disclosures and information contained in this Supervening Event Claim are correct, complete (other than as expressly indicated herein) and not materially misleading.

By: ______________________________
[insert name]
Developer’s Representative

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7 Identify any actual or potential Failures and deductions that were, or are expected to be, directly attributable to the occurrence of such Supervening Event absent relief.
8 Indicate “Not applicable.” for any Supervening Event to the extent occurring after Final Acceptance.
9 This analysis should be made by reference to a Revised Baseline Schedule (or, the then current Project Schedule to the extent that a Revised Baseline Schedule reflecting the impact of the relevant Supervening Event is not yet available) and should:
   (a) include a fragmentary network demonstrating how Developer proposes to incorporate the relevant delay into the Revised Baseline Schedule and the next monthly Progress Schedule;
   (b) demonstrate the time impact to each and every affected Activity;
   (c) reflect the details of the Supervening Event, including any added, changed or deleted data for Activities and logic; and
   (d) include a printed Gantt chart (together with an electronic version) including all impacted Activities, grouped and sorted by WBS and compared to the then current Revised Baseline Schedule and most recent monthly Progress Schedule.
1. **FORM OF CITY’S LEGAL OPINION**

Ladies and Gentlemen:

We have served, in a limited role, as counsel (but not as bond counsel or disclosure counsel) to the City and County of Denver, State of Colorado (the “City”) in connection with the execution and delivery of the Project Agreement for the Triangle Project, dated as of [date] (the “Project Agreement”), between the City and [name], a [type of entity] formed under the laws of the State of [_____] (the “Developer”), and the other City Closing Agreements. Capitalized terms used but not defined in this Opinion Letter shall have the meanings given to them in Annex B and Annex C of the Project Agreement.

In this connection we have examined: (1) the Project Agreement; [(2) the Lenders Direct Agreement dated as of [date] between the City and [name], a [type of entity]]; (3) each Principal Subcontractor Direct Agreement; 1 (4) each other City Closing Agreement; 2 and (5) [ ]. The documents referred to in (1) through [(5)], together, are referred to in this Opinion Letter as the “City Opinion Documents”.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other documents, public records, and other instruments and have conducted such other investigations as we have deemed reasonably necessary for the purposes of this Opinion Letter. As to questions of fact material to our Opinion Letter, we have relied upon such certified proceedings and certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

We have relied on the representations of the Developer contained in the Project Agreement.

We have assumed that:

1. Except with respect to the City, all other parties to the City Opinion Documents (the “Transaction Parties”) have been duly organized and are validly existing in good standing under the laws of the jurisdiction of such Transaction Parties incorporation or organization and each has the power and authority to execute, deliver and perform the obligations of such Transaction Parties under the City Opinion Documents to which it is a party.

2. Except with respect to the City, the execution, delivery and performance by each Transaction Party of each City Opinion Document to which it is a party does not violate, contravene or conflict with: (a) the organizational documents and by-laws (or similar organizational or internal governance documents) of such Transaction Party; (b) any agreement (other than the City Opinion Documents in respect of the City) to which it is a party or by which its properties or assets are bound; (c) any judgment, injunction, order or decree that is binding upon such Transaction Party or its properties or assets; or (d) the provisions of all laws and governmental rules and regulations that may be applicable to such Transaction Party.

3. All of the representations and warranties with respect to factual matters made by each such Transaction Party in any City Opinion Document were true and correct as and when made or deemed made or repeated.

4. Except with respect to the City, all relevant and necessary consents required by or from any Transaction Party in connection with any of the City Opinion Documents have, as a factual matter, been obtained.

5. No undue influence, duress, fraud, or deceit exists with respect to the transactions contemplated by the City Opinion Documents and there has not been any mutual mistake of fact with respect to the same.

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1 Parties and dates of execution to be added in respect of each Principal Subcontractor Direct Agreement in the delivered opinion.

2 Parties and dates of execution to be added in respect of any additional City Closing Agreements in the delivered opinion.
6. The validity and constitutionality of any laws, statutes, rules and regulations upon which the opinions herein are based.

7. Each City Opinion Document submitted for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine, the form and content of all City Opinion Documents submitted to the City as unexecuted final drafts do not differ in any respect relevant to this letter from the form and content of such City Opinion Documents as executed and delivered.

Based upon the foregoing, we are of the opinion that:

1. The City is a municipal corporation in the State of Colorado, and has the legal power, right and authority to execute, deliver, and perform its obligations under the City Opinion Documents, subject to the terms and conditions of such documents.

2. The City has duly authorized by all necessary action the execution, delivery, and performance of its obligations under, and has duly and validly executed and delivered, the City Opinion Documents.

3. Each City Opinion Document constitutes a legal, valid, and binding obligation of the City, enforceable against it in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforceability of the rights of creditors generally, by general principles of equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of the powers delegated to it by the Constitution of the United States.

4. Except as otherwise disclosed in writing by the City to the Developer (a copy of which disclosure is attached to this Opinion Letter), all required consents and approvals have been obtained with respect to the execution and delivery by the City of, and performance by the City of its obligations under, the City Opinion Documents.

5. Except as otherwise disclosed in writing by the City to the Developer (a copy of which disclosure is attached to this Opinion Letter), no action, suit, proceeding, investigation or litigation is pending or, to the best of our knowledge, overtly threatened in writing, that (a) challenges: (i) the creation, organization, or existence of the City; (ii) the City’s authority to execute, deliver, or perform under the City Opinion Documents; (iii) the legality, validity or enforceability of any of the City Opinion Documents as against the City; or (iv) the authority of any representative of the City executing any of the City Opinion Documents; or (b) could reasonably be expected to materially and adversely affect the ability of the City to perform its obligations under any City Opinion Document.

6. The execution and delivery by the City of the City Opinion Documents has not resulted in, and will not result in, and the performance thereof by the City and the consummation of the transactions contemplated thereby has not resulted in, and will not result in, any conflict with or violation of either any law of the State of Colorado applicable to the City.

The opinions above are subject to the following qualifications and exclusions:

1. We express no opinion as to the effect of conflicts or inconsistencies, if any, between the provisions of any of the City Opinion Documents.

2. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, severability or waiver provisions contained in the City Opinion Documents.

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3 See prior note.

4 To be included only in connection with any Financial Close that occurs, pursuant to Schedule 1, notwithstanding the occurrence of any Key Financial Event of a type referred to in paragraphs d., e. or f. of the definition thereof in Annex A and Annex B of the Project Agreement.
3. We express no opinion as to any provision requiring written amendments or waivers insofar as it suggests that oral or other modifications, amendments or waivers could not be effectively agreed upon by the parties or that the doctrine of promissory estoppel might not apply.

4. A court may refuse to enforce a provision of the City Opinion Documents if it deems that such provision is in violation of public policy. No opinion is being rendered as to the availability of any particular remedy.

5. We express no opinion with respect to the validity or enforceability or unenforceability of provisions of the City Opinion Documents which (a) constitute or relate to (i) the rights or obligations of third parties, (ii) evidentiary standards, (iii) waiver of rights to notice or the obligations of good faith, fair dealing, diligence or reasonableness, (iv) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability, (v) the availability of specific performance, injunctive relief, mandamus, receivership or any other equitable right or remedy (regardless of whether such question is considered in a proceeding in equity or at law), (vi) agreements to agree, (vii) liability of any person for payment of any amount payable under the City Opinion Documents to the extent such amounts (A) allow the recipient of any such payment to recover more than the "benefit of its bargain" or (B) exceed the amount of the actual damages of the recipient of any such payment; (b) render inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); or (c) release, exculpate or exempt a party from, or require indemnification of a party for, liability for its own action or inaction, to the extent that (i) such provisions are inconsistent with public policy or are otherwise prohibited by applicable federal or state laws, or (ii) such action or inaction involves strict liability, gross negligence, recklessness, willful misconduct, unlawful conduct, fraud or illegality.

6. I express no opinion as to (a) state securities laws or regulations; (b) tax laws or regulations; (c) any other laws to the extent not customarily applicable to transactions of the type contemplated by the City Opinion Documents or (d) judicial decisions to the extent that they deal with any of the foregoing clauses (a) through (d).

7. I express no opinion as to the effect of the unenforceability under certain circumstances of contractual provisions permitting various self-help or summary remedies without notice or opportunity for hearing or correction.

8. I express no opinion as to the effect of the unenforceability under certain circumstances of contractual provisions to the effect that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of that right or remedy.

9. This opinion is given in an official capacity and not personally, and no personal liability shall derive therefrom. The opinions expressed herein are matters of professional judgment and are not a guarantee of result. Whenever an opinion expressed herein is stated to be to our knowledge (or other words of similar import are used), it means, without (except to the extent expressly set forth therein) investigation, analysis, or review of court or other public records or our files, or inquiry of persons, the conscious awareness of facts or other information by the lawyers within the City Attorney’s Office who have had active involvement in negotiating, preparing, and reviewing the City Opinion Documents.

All opinions expressed herein regarding compliance with law are limited to the laws of the State of Colorado in each case, as in effect on the date of this Opinion Letter.
FOR THE CITY ATTORNEY OF THE CITY AND COUNTY OF DENVER

Office of the City Attorney

________________________________
Attachments

1. Disclosures – Litigation
2. Disclosures – Consents
2.  **FORM OF DEVELOPER’S LEGAL OPINION**

The Developer shall provide the following opinions pursuant to Section 2.2.e of Schedule 1 with respect to the Developer, each Principal Subcontractor and any Guarantor (each, an “Opinion Party”)

and, to the extent applicable to each such Opinion Party, each of the documents listed in Annex A to this Section 2 of this Schedule 26 (the “Opinion Documents”).

With respect to the Developer as an Opinion Party, each opinion shall be given by external and not internal counsel. With respect to each other Opinion Party, each opinion may be given by either internal or external counsel (or a combination of both): (a) except that the opinions specified in paragraphs 4 and 8 below shall be required to be given by external counsel, unless, (i) with respect to any Guarantor incorporated outside of the United States, the Lenders approve of such opinions being given by internal counsel or (ii) the City consents (such consent not to be unreasonably withheld) to such opinions being given by internal counsel; and (b) subject to the City’s right to require delivery of an opinion of external counsel to the extent Lenders shall receive the same or an equivalent opinion from external counsel in connection with Financial Close.

1. Opinion regarding organization or formation and existence of each Opinion Party and each Opinion Party’s possession of the corporate or organizational power to own its properties and assets, carry on its business, enter into and perform its obligations under the Opinion Documents to which it is a party.

2. Opinion regarding the Developer’s and each Principal Subcontractor’s good standing and qualification to do business in the State of Colorado.

3. Opinion that each of the Opinion Documents to which any Opinion Party is a party has been duly authorized by all necessary corporate action on the part of such Opinion Party and that each of the Opinion Documents to which such Opinion Party is a party has been duly executed and delivered by such Opinion Party.

4. Opinion that each of the Opinion Documents to which any Opinion Party is a party constitutes a legal, valid and binding obligation of such Opinion Party enforceable against such Opinion Party in accordance with its terms.

5. Opinion that there is no action, suit, proceeding, investigation or litigation pending and served on any Opinion Party, or overtly threatened in writing against any Opinion Party, which challenges such Opinion Party’s authority to execute, deliver or perform, or the legality, validity or enforceability of any of the Opinion Documents to which it is a party, or which challenges the authority of such Opinion Party’s representative executing any of the Opinion Documents to which it is a party.

6. Opinion that all required consents and approvals have been obtained with respect to execution, delivery and performance by each Opinion Party of each of the Opinion Documents to which it is a party, and that none of the Opinion Documents to which any such Opinion Party is a party conflicts with any other agreements to which such Opinion Party is a party or with any orders, judgments or decrees by which such Opinion Party is bound.

7. Opinion that execution, delivery and performance of all obligations by each Opinion Party under each of the Opinion Documents to which it is a party do not conflict with, and are authorized by, the organizational or formation documents of such Opinion Party.

8. Opinion that execution and delivery by each Opinion Party of the Opinion Documents to which it is a party does not, and such Opinion Party’s performance of its obligations under the Opinion Documents to which it is a party shall not, violate any statute, rule or regulation applicable to such Opinion Party or to transactions of the type contemplated by any of the Opinion Documents to which such Opinion Party is a party.

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5 The following opinions shall be modified, in the City’s reasonable discretion, as necessary in the event that any Opinion Obligor is a joint venture or partnership.
ANNEX A
OPINION DOCUMENTS

1. With respect to the Developer as an Opinion Party:
   (a) Project Agreement;
   (b) Lenders’ Direct Agreement;
   (c) each Principal Subcontract;
   (d) each Principal Subcontractor Direct Agreement; and
   (e) Financial Model Escrow Agreement.

2. With respect to each Principal Subcontractor as an Opinion Party, the applicable:
   (a) Principal Subcontract; and
   (b) Principal Subcontractor Direct Agreement.

3. With respect to any Guarantor as an Opinion Party, the applicable:
   (a) Guarantee; and
   (b) Principal Subcontractor Direct Agreement.
This Escrow Agreement (this “Agreement”) is dated as of [  ] and made among:

(1) [The City and County of Denver, a municipality in the State of Colorado (the “City”);]
(2) [ ], a [ ] formed under the laws of the State of [ ] (the “Developer”); and
(3) [ ], as escrow agent (the “Escrow Agent”).

RECITALS

Whereas:

(A) Simultaneously with the execution of this Agreement, the City and the Developer have entered into a Project Agreement for the Triangle Project dated as of [  ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the “Project Agreement”), in connection with the design, construction, financing, operation, and maintenance of the National Western Center Triangle property in Denver (the “Project”) as more fully described in the Project Agreement.

(B) It is a condition precedent to the execution of the Project Agreement that the parties hereto execute this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements described below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used but not defined in this Agreement shall have the meanings given to them in Annex A, Annex B, and Annex C of the Project Agreement.

1.2 Interpretation

1.2.1 Headings and other internal references

a. Headings are inserted for convenience only and shall not affect interpretation of this Agreement.

b. Except as the context may otherwise provide, the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.

c. Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section within this Agreement is a reference to such Section of this Agreement.

1.2.2 Common terms and references

a. The singular includes the plural and vice versa.

b. Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words that follow.

c. The word “promptly” means as soon as reasonably practicable in light of then prevailing circumstances.
1.2.3  References to agreements, documents, and Persons

a.  Except as otherwise expressly provided in this Agreement, a reference:
   i. to an agreement or other document shall be construed to be a reference to such
      agreement or other document (including any schedules, annexes or exhibits
      thereto) as it may be amended, modified or supplemented from time to time in
      accordance with its terms; and
   ii. to a Person includes such Person’s permitted successors, assigns and
        transferees:

A.  to an agreement or other document shall be construed to be a reference
     to such agreement or other document (including any schedules, annexes
     or exhibits thereto) as it may be amended, modified or supplemented from
     time to time in accordance with its terms; and

B.  to a Person includes such Person’s permitted successors, assigns and
     transferees.

2.  DEPOSIT

2.1  Initial Deposit

a.  The Developer [hereby deposits] with the Escrow Agent:
   i.  an unrestricted electronic version of the Base Financial Model;
   ii. the “Assumptions Book” submitted by the Preferred Proposer pursuant to Section
       23.5.6 of the “Financial Proposal Submission Requirements” in the ITP; and
   iii. the audit report submitted by the Preferred Proposer pursuant to Section 23.5.1 of
        the “Financial Proposal Submission Requirements” in the ITP;

((i) through (iii), together with any supplements or amendments thereto or replacements
thereof, the “Escrow Documents”).

b.  The Developer certifies that:
   i.  the material submitted to the Financial Escrow constitutes the Escrow Documents;
   ii. the Developer has personally examined the contents of the electronic file; and
   iii. they are complete.

2.2  Supplements, Amendments, and Replacements

a.  The Escrow Agent agrees to accept and hold in escrow pursuant to this Agreement any
    supplements, amendments or replacements to the Escrow Documents jointly delivered to
    it by the Developer and the City from time to time.

b.  [The Parties shall examine, verify and deposit into escrow any documents described in
    Section 2.2 and complete the examination and make the deposit within ten days after any
    update, supplement, amendment or replacement is developed].

3.  ESCROW DOCUMENTS

3.1  Holding of Escrow Documents

a.  The Escrow Agent shall hold the Escrow Documents in escrow in a designated area on the
    premises located at the office of the Escrow Agent, [ ], Denver, CO [ ], or at such other
    equivalent location in the State as may be approved in writing by the City (acting
    reasonably), on a confidential and secure basis. Such designated area shall be locked at
all times when such documents are not otherwise being accessed pursuant to this Agreement.

b. The Escrow Agent shall provide the City and the Developer with joint access to the Escrow Documents at the designated location during Working Days subject to at least two Working Days’ prior notice. Furthermore, with notice to the Developer at least five Working Days in advance, the City shall be entitled to access (but not supplement, amend or replace) the Escrow Documents. The Developer, but not the City, shall be deemed to waive its joint access right.

c. Other than each Party’s professional advisors and consultants (which may accompany such Party when, or act on behalf of such Party for the purpose of, accessing the Escrow Documents), no third party shall be allowed access to any of the Escrow Documents, provided that employees of the Escrow Agent (which employees are not otherwise acting in any other capacity, including by providing collateral agency services, in connection with the Project) shall have access to the Escrow Documents solely to fulfill the Escrow Agent’s obligations under this Agreement.

d. Either Party may introduce the escrowed material in Escrow Documents into evidence before the Dispute Resolution Panel and in court proceedings.

3.2 Release of Escrow Documents
The Escrow Agent shall release the applicable Escrow Documents to either of the City or the Developer upon delivery of joint instructions to the Escrow Agent by the City and the Developer.

4. REPRESENTATION AND WARRANTY
As of the date of this Agreement and as of each date the City and the Developer deposit with the Escrow Agent a supplement, amendment or replacement to or of any Escrow Document, the Developer represents and warrants to the Escrow Agent and the City that:

a. it lawfully possesses each such Escrow Document provided to the Escrow Agent;

b. no agreements, liens or encumbrances prohibit, limit, or alter the rights and obligations of the City or the Escrow Agent under this Agreement;

c. it possesses all rights necessary with respect to each such Escrow Document to permit the Escrow Agent to perform its obligations, and the City to exercise its rights, under this Agreement in accordance with the terms hereof;

d. each such Escrow Document is readable and useable in its then current form and, if any portion of any such Escrow Document is encrypted, the necessary decryption tools and keys to read such material have been deposited with the Escrow Agent contemporaneously; and

e. such Escrow Documents (together with any such documents already in escrow) constitute a complete and correct set of the Escrow Documents required to be deposited pursuant to Sections 2.1 and 2.2.

5. TERM AND TERMINATION

a. This Agreement shall continue in full force and effect until the earlier of the Expiry Date (notice of which shall be provided to the Escrow Agent by the Developer) and the date on which the Developer and the City provide the Escrow Agent with joint notice of their intent to terminate this Agreement.

b. Upon termination of this Agreement, the Escrow Agent shall promptly return the Escrow Documents to the Developer.
6. **RIGHTS OF ESCROW AGENT**
   a. If conflicting demands are made or notices served upon the Escrow Agent with respect to this escrow, the parties hereto expressly agree that the Escrow Agent shall have the absolute right at its election to do any of the following:
      i. suspend access to the Escrowed Documents;
      ii. file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves;
      iii. deliver all Escrow Documents with seals intact to another location to be selected by the City within 30 days after the Escrow Agent delivers notice thereof to the Developer and the City.
   b. Without limiting Section 6.a, after the City delivers to the Escrow Agent a notice that a Developer Default has occurred and is continuing (upon which the Escrow Agent may conclusively rely, and until such notice is withdrawn by a subsequent notice from the City to the Escrow Agent), the Escrow Agent shall accept instructions pursuant to this Agreement solely from the City, including with respect to matters that otherwise would require joint action or instruction pursuant to this Agreement.

7. **GENERAL PROVISIONS**
   7.1 **Fees and Expenses**
      a. The Developer shall be responsible for all fees and expenses of the Escrow Agent in connection with this Agreement as set forth in the Fee Letter, dated as of [ ], by and between the Escrow Agent and the Developer ("Fee Letter").
      b. Except as otherwise expressly provided in Section 7.1a or, as between the City and the Developer, pursuant to the Project Agreement, each party shall bear its own costs and expenses (including legal and other advisers’ fees and expenses) in connection with the preparation, negotiation, execution and performance of this Agreement.
   
7.2 **Liability of Escrow Agent**
      a. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent has no fiduciary or discretionary duties of any kind. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein, other than to the limited extent required to give effect to Section 1.1. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent caused by the Escrow Agent’s negligence or willful misconduct. Escrow Agent’s sole responsibility shall be for the safekeeping of the Escrow Documents in accordance with the terms of this Agreement. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein or otherwise given or notified to it pursuant to the terms of this Agreement. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to, lost profits), even if the Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be responsible for delays or failures in performance
resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto. The Developer shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. The Developer and the City agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder.

b. The Escrow Agent is authorized to comply with final orders issued or process entered by any court with respect to the Escrow Documents, in its sole discretion without determination by the Escrow Agent of such court's jurisdiction in the matter.

c. From and at all times after the date of this Agreement, the Developer shall, to the fullest extent permitted by law, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including, without limitation, the Developer and the City, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance in connection with this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the negligence or willful misconduct of such Indemnified Party. The Developer further agrees to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Party in connection with the enforcement of the Developer's indemnification obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Developer. The obligations of the Developer under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

7.3 Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, other than any provision thereof that permits or requires the application of the laws of another jurisdiction, and regardless of any other jurisdiction's choice of law rules. Any provision incorporated herein by reference which purports to negate this provision, in whole or in part, shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

7.4 Jurisdiction and Venue
a. All suits or actions related to this Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:
   i. any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;
   ii. any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and
   iii. the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

7.5 Amendments and Waivers

a. This Agreement may only be amended by a written amendment duly executed by all parties’ designees, unless the amendment to this Agreement is expressly allowed or required to be made in any other manner pursuant to this Agreement and Law.

b. Except to the extent otherwise expressly provided in this Agreement:
   i. any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be approved in the discretion of the party giving it and shall be effective only if it is in writing by such party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given;
   ii. no failure on the part of any party to exercise, and no delay in exercising, any right or power under this Agreement shall operate as a waiver of such right or power; and
   iii. no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent or approval, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.

7.6 Successors and Assigns

a. Except to the extent expressly provided hereunder, no party to this Agreement may assign or transfer any part of its rights or obligations hereunder without the prior written consent of the other parties.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.7 Severability

a. If any provision (or part of any provision) of this Agreement is ruled invalid by a court having proper jurisdiction, then the parties shall:
   i. promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the parties; and
   ii. if necessary or desirable, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.

b. If any provision (or part of any provision) of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality and enforceability of any other provision of (or the other part
of such provision) or any other documents referred to in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

7.8 Entire Agreement

This Agreement constitutes the entire agreement among the City, the Developer, and the Escrow Agent concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements, either oral or written, among the parties with respect to their subject matter.

7.9 Notices and Communications

a. Any notice shall be given in writing by means of physical, digital or electronic communication, but excluding the use of social media, messaging, broadcast and equivalent services, to the relevant party at the following addresses, as applicable:

City

[ ]

[ ]

[ ]

Developer

[ ]

[ ]

[ ]

Escrow Agent

[ ]

[ ]

[ ]

b. A notice shall be deemed to have been submitted:

i. upon receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution before 3:00 p.m. (local time at the place of receipt) on a Working Day;

ii. on the next Working Day following receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution on or after 3:00 p.m. (local time at the place of receipt) on a Working Day;

iii. upon receipt, if physically delivered in person or by courier; or

iv. if delivered by courier or postage pre-paid certified or registered mail, on the date of receipt as shown by the addressee’s registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the United States Postal Service or independent courier.

c. The parties will notify each other in writing of any change of address and/or contact information, such notification to become effective five Working Days after notification.
7.10 Counterparts

This Agreement (or an amendment or waiver in respect to this Agreement) may be executed in one or more counterparts (including by electronic signature and/or scanned or digital transmission). Any single counterpart or a set of counterparts executed, in either case, by each of the parties shall constitute a full and original instrument for all purposes.

7.11 No Third Party Beneficiaries

It is not intended by any of the provisions of this Agreement to create any third party beneficiary rights hereunder. Notwithstanding the foregoing, the duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by Law.

7.12 No Partnership

Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship or among the parties. None of the parties shall hold itself out contrary to this Section 7.12.

7.13 No Personal Liability

The City's authorized representatives, including the City Representative, are acting solely as agents and representatives of the City when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the City for actions in their ordinary course of employment.

[remainder of page left intentionally blank; signature page follows]
IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

[To insert signature blocks.]
Section 2
FORM OF INDEPENDENT ENGINEER AGREEMENT¹

This Agreement (this “Agreement”) is made on [•]

AMONG

1. The City and County of Denver, a municipal corporation of the State of Colorado (the “City”)
2. [Developer Name], a [Type Of Company] [Formed / Organized] under the laws of [State] (The “Developer” and, together with the City, each, an “Appointer” and, collectively, the “Appointers”);
3. [IE Name] [Type Of Company] [Formed / Organized] under the laws of [State] (The “Independent Engineer” and, together with the Appointers, each, a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS:

A. The City and the Developer have entered into an agreement (the “Project Agreement”), a copy of which is attached hereto as Annex 3, pursuant to which the City has granted to the Developer certain rights with respect to the Project.

B. It is a requirement of the Project Agreement pursuant to Section 5.9 therein, that the Appointers appoint the Independent Engineer, to perform certain services in relation to the Project as described herein.

Now, therefore, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties undertake and agree as follows:

8. DEFINITIONS AND INTERPRETATION

8.1 Capitalized Terms

Capitalized terms used and not otherwise defined in this Agreement have the respective meanings assigned to such terms in the Project Agreement. In addition, the following terms have the meanings specified below:

a. “Additional Fee” means the fee for the Additional Services calculated on such basis as the Independent Engineer and the Appointers agree and subject to Section 11 (Additional Services).

b. “Additional Services” means the additional services which the Independent Engineer is requested to perform from time to time in accordance with Section 11 (Additional Services) of this Agreement.

c. “Additional Services Document” has the meaning specified in Section 11 (Additional Services).

¹ The City will incorporate additional City standard provisions in a subsequent addendum
d. “Assignee” has the meaning specified in Section 4.1.
e. “Assignor” has the meaning specified in Section 4.1.
f. “City Indemnity Limit” means 50% of the Fee.
g. “City Representative” has the meaning specified in Section 6.4.
h. “Developer Indemnity Limit” means 50% of the Fee.
i. “Developer Representative” has the meaning specified in Section 6.4.
j. “Delegated Person” has the meaning specified in Section 6.8.
k. “Department Program” has the meaning given to it in Section 8-17.5-101, Colorado Revised Statutes.
l. “E-Verify Program” has the meaning given to it in Section 8-17.5-101, Colorado Revised Statutes.
m. “Fee” has the meaning given to it in Section 13.1.
n. “Independent Engineer’s Team” means the employees and personnel of the Independent Engineer specified in Annex 2 and as such team is modified from time to time in accordance with the provisions of this Agreement.
o. “Indemnity Limit” means the total of City Indemnity Limit plus the Developer Indemnity Limit.
p. “Information” has the meaning specified in Section 17.1.d.
q. “IE Manager” has the meaning specified in Section 10.1.
r. “Representatives” means the Developer Representative and the City Representative.
s. “Services” means the services that the Independent Engineer is required to perform pursuant to this Agreement, as set out in Part A of Annex 1.

8.2 Interpretation

Unless the context otherwise clearly requires:

a. the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
b. whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
c. the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;
d. the word “will” shall be construed to have the same meaning and effect as the word “shall”;
e. any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein);
f. any reference herein to any Person, or to any Person in a specified capacity, shall be construed to include such Person’s successors and assigns or such Person’s successors in such capacity, as the case may be;
g. the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

h. all references herein to Sections and Annexes shall be construed to refer to Sections and Annexes to, this Agreement. The Annexes to this Agreement are an integral part hereof. The provisions of this Agreement shall prevail over the provisions of the Annexes to the extent of any inconsistency.

i. the headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement; and

j. references to this Agreement or to any other agreement or document relating to the Project includes a reference to this Agreement, or, as the case may be, such other agreement or document as amended, supplemented or assigned from time to time.

8.3 Conflict

If there is any conflict between the provisions of the Project Agreement and this Agreement, the provisions of the Project Agreement shall prevail. The Independent Engineer acknowledges and agrees that the provisions of the Project Agreement take precedence over and supersede the provisions of this Agreement.

9. TERM

a. This Agreement shall become effective on the execution of this Agreement by each of the Parties.

b. Unless this Agreement is terminated earlier in accordance with Section 5.9 of the Project Agreement and the provisions of this Agreement, the Independent Engineer shall perform the Services until the Expiry Date.

10. APPOINTMENT OF THE INDEPENDENT ENGINEER

10.1 The Appointers hereby together appoint the Independent Engineer pursuant to Section 5.9.a of the Project Agreement.

10.2 The Independent Engineer hereby agrees to serve as the Independent Engineer in accordance with the provisions of this Agreement and the Project Agreement.

10.3 Each Appointer acknowledges, and the Independent Engineer accepts, that the Independent Engineer is an independent contractor and is not an agent, employee or representative of either of the Appointers. Neither Appointer is responsible or liable for the Independent Engineer’s acts or omissions, including the acts or omissions of its agents, employees, representatives or subcontractors.

10.4 The Appointers agree to act in good faith towards the Independent Engineer at all times and shall cooperate with each other generally in relation to all matters relating to the duties of the Independent Engineer and the implementation of the Project.

10.5 The Independent Engineer agrees to perform its obligations under this Agreement objectively and impartially, to comply with Good Industry Practice and Law, and shall not place the interests of either Appointer above those of the other Appointer.

10.6 The Independent Engineer agrees that while this Agreement is in force it will not provide services of any description to any person, entity or third party (a) in connection with the Project or (b) on any other project or matter to the extent such person, entity or third party is itself providing services of
any description in connection with the Project, in each case without the prior written consent of both
the Appointers (such consent not to be unreasonably withheld or delayed).

11. **APPOINTERS’ ASSIGNMENT**

11.1 **Notice of Assignment**

The Parties acknowledge and agree that the rights and obligations of either Appointer (such
assigning party, the Assignor) may be assigned to a permitted assignee of the Assignor (the
Assignee) in accordance with Section 36 of the Project Agreement. The Independent Engineer
hereby consents to such assignment and agrees to do all acts and execute all documents that are
reasonably required to effect such an assignment.

11.2 **Consequences of Assignment**

As a result of such assignment described in Section 4.1:

a. the rights and obligations imposed on the Assignor under this Agreement shall be
   transferred to the Assignee;

b. all references to the Assignor in this Agreement, except in this Section 4.2 shall be deemed
to be references to the Assignee; and

c. the Assignor shall be released from the rights and obligations under this Agreement other
   than any accrued but non-discharged liability and any existing breach by the Assignor of
   this Agreement.

11.3 **Notification by the Assignor**

The Assignor shall provide notice to the Independent Engineer when the assignment described in
Section 4.1 has been effected.

12. **REPRESENTATIONS AND WARRANTIES**

12.1 **Representations and Warranties of the Independent Engineer**

a. The Independent Engineer hereby represents and warrants that:

i. the Independent Engineer is a [ ]\(^2\) duly organized, validly existing and, where
   legally applicable, in good standing under the laws of [ ]\(^3\) and has the power and
   authority to transact the business it transacts and proposes to transact, to execute
   and deliver this Agreement and to perform the provisions hereof;

ii. this Agreement has been duly authorized by all necessary action on the part of the
   Independent Engineer, and this Agreement constitutes a legal, valid and binding
   obligation of the Independent Engineer enforceable against the Independent
   Engineer in accordance with its terms, except as such enforceability may be limited
   by applicable bankruptcy, insolvency, reorganization, moratorium or other
   similar laws affecting the enforcement of creditors’ rights generally and
   general principles of equity (regardless of whether such enforceability is
   considered in a proceeding in equity or at law);

\(^2\) Add type of entity prior to execution.
\(^3\) Add state of formation prior to execution.
iii. the execution, delivery and performance by the Independent Engineer of this 
Agreement and the performance by the Independent Engineer of its obligations 
hereunder will not:

A. contravene, result in any breach of, or constitute a default under, any 
agreement, contract, instrument or other undertaking to which the Independent Engineer is a party or which is binding on the Independent Engineer or any of its property or assets;

B. conflict with or result in a breach of the articles, bylaws or other governing 
documents of the Independent Engineer;

C. violate any Law; or

D. result in a conflict of interest with its current or former clients that could 
prevent it from providing the Services in an objective, accurate, and 
unbiased manner; and

iv. there are no actions, suits, investigations or proceedings pending against the 
Independent Engineer or, to the knowledge of the Independent Engineer, 
threatened against or affecting the Independent Engineer in any court or before 
any arbitrator of any kind or before or by any Relevant Authority that, individually 
or in the aggregate, could reasonably be expected to have a material adverse 
effect on the business or condition (financial or otherwise) of the Independent Engineer.

b. The Independent Engineer acknowledges that the Appointers have entered into this 
Agreement in reliance on the above representations made by the Independent Engineer.

13. OBLIGATIONS OF THE APPOINTERs

13.1 General

The Appointers shall use best efforts to:

a. provide necessary and relevant data, records and information in its possession or under 
its control and which are required from time to time under the provisions of the Project 
Agreement and this Agreement;

b. allow the Independent Engineer such access to the Site, the Work, and the Project as the 
Independent Engineer may require for the performance by the Independent Engineer of its 
obligations under this Agreement; and

c. ensure that the Independent Engineer has access to the Project Contractors and any of 
their Subcontractors as it may require for the performance by the Independent Engineer of 
its obligations under this Agreement.

13.2 [Not Used]

13.3 The Appointers’ Representatives

a. Without prejudice to the role of the City Representative and Developer Representative as 
set out in Section 13 of the Project Agreement, the City shall designate a representative to 
act on its behalf under this Agreement (the “City Representative”), and the Developer shall 
designate a representative to act on its behalf under this Agreement (the “Developer 
Representative” and, together with the City Representative, the “Representatives” and 
each individually, a “Representative”).
b. The Appointers shall each give notice to the Independent Engineer of the name and contact details of their respective representatives within 15 days after the date of this Agreement and at least 15 days before appointing a replacement Representative.

c. Subject to the provisions of the Project Agreement, each Representative shall have the full authority of the appointing Party to act on its behalf under this Agreement, except that the Representatives shall not have the authority to:

i. amend this Agreement;

ii. terminate this Agreement; or

iii. relieve the Independent Engineer of any of its duties, obligations or responsibilities under this Agreement.

d. The Representatives shall be responsible for communicating to the City and Developer (as the case may be) any opinion, certificate or valuation, or other determination of the Independent Engineer.

13.4 Further Delegations

a. The Representatives may from time to time delegate any of their duties to any Person (a “Delegated Person”) and may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy of it has been delivered to the other Parties to this Agreement.

b. A Delegated Person shall be a suitably qualified person and competent to carry out its duties.

c. Any determination, approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by a Delegated Person, in accordance with the delegation, shall have the same effect as though the act had been an act of the relevant Representative. However:

i. any failure to disapprove any part of the Work shall not imply acceptance of such part of the Work by the Representative or a determination by the Representative as to the compliance of such part of the Project with the requirements set out in the Project Agreement, and shall therefore not prejudice the right of the relevant Representative to reject any part of the Work, plant or materials; and

ii. if the Independent Engineer questions any determination or instruction of a Delegated Person, the Independent Engineer may refer the matter to the relevant Representative, who shall promptly confirm, reverse or vary the determination or instruction.

13.5 Instructions

The Appointers may each issue instructions and representations to the Independent Engineer, which may be necessary for the Independent Engineer to perform its obligations under this Agreement. Any such instruction shall be in writing, shall be simultaneously copied to the other Appointer, and shall state the obligations to which it relates and relevant provisions of this Agreement.

14. Rights and Obligations of the Independent Engineer

14.1 General
a. The Independent Engineer agrees to impartially and independently perform the Services and the Additional Services in accordance with the provisions and on the terms and conditions set out in this Agreement and the Project Agreement and in accordance with all instructions and directions given to it by the Appointers, unless it would be illegal to do so.

b. The Independent Engineer shall submit to the Appointers a monthly report detailing the Services and the Additional Services provided in the previous month. Where invoices are provided to the Developer monthly in accordance with Section 13.3, the monthly report shall include the details required in Section 13.3.

c. If either Appointer arranges for the provision of services other than the Services from any entity other than the Independent Engineer, the Independent Engineer shall cooperate with such entities but shall not be responsible for the services of such entities.

14.2 Performance Standards

a. In performing its obligations hereunder, the Independent Engineer shall:

i. exercise all the skill, care, judgment and diligence in accordance with generally accepted professional standards expected from a qualified and competent consulting Independent Engineer under similar circumstances in compliance with the provisions of the Project Agreement and any other relevant documents provided by the Appointers from time to time;

ii. where the Services include the exercise of discretion or performance of duties authorized or required by the provisions of the Project Agreement, the Independent Engineer shall if authorized to give its decision, opinion or approval, or otherwise take any action which may affect the rights and obligations of the parties under the Project Agreement, exercise such discretion fairly and impartially between the Appointers in an independent manner and having regard to all the relevant circumstances and set out its opinion or determination in a certificate which it shall provide to the Representatives at the time it is required to give such decision, opinion or approval, or takes such action in accordance as specified in the Project Agreement; and

iii. re-work or re-perform any work or task carried out by the Independent Engineer or the Independent Engineer’s Team which does not conform with the requirements of this Agreement and the cost of any re-work or re-performance will be the sole responsibility of the Independent Engineer.

b. The Independent Engineer acknowledges that it has received a copy of and understands each of the Project Agreement together with all the Schedules thereto, insofar as they relate to, affect or may affect the performance by the Independent Engineer of its obligations under this Agreement.

c. The Independent Engineer shall perform the Services so as not to cause or contribute to any breach by the Developer or the City under the Project Agreement, or by any Subcontractor under any Subcontract, or by the Developer, or the City under any other agreement in respect of the Project, the relevant provisions of which are provided to the Independent Engineer by the Appointers from time to time.

15. AUTHORITY OF THE INDEPENDENT ENGINEER

15.1 General Authority

a. The Independent Engineer shall act (i) on the mutually agreed instructions of the Appointers, as notified from time to time to the Independent Engineer by the Appointers
and to be given in accordance with the Project Agreement (except in respect of the Additional Services), and (ii) as otherwise permitted or required under this Agreement and by agreement of the Parties under the Project Agreement. If the Independent Engineer receives any instruction or direction outside the scope of the Services (or, if applicable, the Additional Services), or any instruction which conflicts with another instruction received by it, the Independent Engineer shall not comply with such instruction, and shall immediately refer the matter to the Appointers.

b. The Independent Engineer shall not do any of the following:

i. execute any document or enter into any agreement on behalf of either of the Appointers, or otherwise bind or commit either of the Appointers to any arrangement;

ii. agree on behalf of either Appointer to any amendment to the terms and conditions of any agreement or arrangement between such party and any third party, or any waiver, compromise or abandonment of any of the obligations of either of the Appointers; or

iii. give any consents or approvals reserved to the Developer or the City under the provisions of the Project Agreement.

c. The Independent Engineer shall have no authority to act as agent on behalf of either Appointer.

d. The Independent Engineer may not give instructions to any Developer-Related entity or any Subcontractor, except in cases of emergency that create an immediate need and serious threat to public health, safety or security, when it may instruct a Developer-Related Entity or any Subcontractor to suspend work and shall immediately inform the Appointers, fully explaining to the Appointers the reasons for such instruction.

16. PROCEDURES

The Independent Engineer shall promptly request from the Appointers such instructions and information as are reasonably necessary for the proper performance of the Services and the Additional Services by the Independent Engineer. The Independent Engineer shall keep the Appointers fully and properly informed of all matters arising from the performance of the Services and the Additional Services as they occur or as the Appointers may otherwise require, and shall provide copies of such documents and correspondence as shall be necessary for such purposes to the Appointers, or as the Appointers may otherwise request.

17. INDEPENDENT ENGINEER’S PERSONNEL

a. The Independent Engineer shall appoint one of the Independent Engineer’s Team as its manager (the “IE Manager”) to direct and control the performance by the Independent Engineer of the Services and the Additional Services. The IE Manager shall have full authority to act on behalf of the Independent Engineer for all purposes in connection with the Project and in accordance with this Agreement. The IE Manager shall work exclusively on the Project for the duration of this Agreement. The Independent Engineer shall also appoint a substitute IE Manager to carry out the tasks of the IE Manager when the IE Manager is unavailable.

b. The Independent Engineer shall use the Independent Engineer’s Team for the performance of the Services and the Additional Services, and the Independent Engineer shall procure that such persons shall be available as may be necessary to properly perform the Services and the Additional Services and otherwise as may be required by
the Appointers. The Independent Engineer’s personnel engaged in performing the Services and the Additional Services shall be suitably qualified and competent to carry out the roles they are to undertake.

c. Subject to Section 10.d, the Independent Engineer shall not remove any member of the Independent Engineer’s Team without the prior approval of both of the Appointers (such approval not to be unreasonably withheld) and, if such approval is given, the Independent Engineer shall be responsible for promptly replacing such person with a qualified person who shall have been previously approved by the Appointers (acting reasonably). Either Appointer shall have the right to submit a written request for the removal of any person employed by the Independent Engineer in relation to the provision of the Services and the Additional Services and the Independent Engineer shall promptly remove the person so specified. The Independent Engineer shall be responsible for promptly replacing such person with a suitably qualified person who shall have been previously approved by both of the Appointers (acting reasonably). The Independent Engineer shall have no responsibility to undertake any action under this Section 10.c until and unless both of the Appointers (acting reasonably) mutually agree on their instruction for such action.

d. If the Appointers believe that the Services require an Independent Engineer’s Team of fewer members than at the date of this Agreement or as reduced pursuant to this Section 10.d, then the Appointers together may submit a written request to the Independent Engineer to change the number of members of the Independent Engineer’s Team and the Fee, as applicable, shall be adjusted pro rata to reflect the reduction in the number of members on the Independent Engineer’s Team. The Independent Engineer shall have no obligation to undertake any action under this Section 10.d until and unless both of the Appointers (acting reasonably) mutually agree on their instruction for such action.

18. ADDITIONAL SERVICES

a. The Independent Engineer shall from time to time, at the reasonable request of the Appointers, perform services in addition to the Services (the “Additional Services”).

b. The Additional Services shall be performed promptly and impartially and in accordance with a timetable agreed with the Appointers or, absent such agreement, at the Independent Engineer’s discretion.

c. Before performing the Additional Services, the Independent Engineer shall notify the Appointers, and if so required by either Appointer, provide both Appointers with a general description of the Additional Services to be provided, and the time and the manner in which the Additional Fee is to be paid (the “Additional Services Document”). The Appointers shall undertake to review the Additional Services Document promptly, and not to unreasonably withhold their consent thereto.

19. THE FEE

19.1 Developer’s Payment Obligation

a. The Developer shall solely pay 100% of all Fees, costs and expenses of the Independent Engineer.

b. The Independent Engineer shall charge for its provision of Services hereunder on the basis of the hourly rates set forth in Annex 2.

c. The Independent Engineer waives its right to seek payment from the City of any Fees, costs, and expenses of any kind.

19.2 Additional Services
The Developer shall pay the Additional Fee for any Additional Services as agreed in the Additional Services Document. The Additional Fee shall be paid on the basis of the same hourly rates as the Fee or otherwise as agreed between the Parties in the Additional Services Document.

20. INVOICING AND PAYMENT FEE

20.1 Generally

a. The Fee shall be paid by the Developer on an hourly basis, which fee shall accrue at the rates set out in Part A of Annex 2, and shall include reimbursement for expenses as permitted under Part B of Annex 2 the aggregate Fee (less expenses) shall not exceed U.S.[$]\(\star\)\(^4\) (regardless of hours actually worked) and the aggregate amount of additional expense reimbursement shall not exceed U.S.[$]\(\star\)\(^5\).

b. On any given invoice claiming Fees (less expenses) or additional expenses that, in the aggregate when taken together with all prior such Fees, would equal or exceed 75% of the total amount budgeted under Section 13.1 for such Fees, accompanying such invoice the Independent Engineer shall provide (a) a written notice to the Developer (with a copy to the City) of such event and (b) a revised estimate of the total cost required for the remaining performance of the Services under this Agreement relative to the remaining budgeted Fee allowance under Section 13.a. If additional funds are required, the notice shall document the reasons therefore and shall state the estimated amount of additional compensation required to continue performance for the remainder of this Agreement.

20.2 Fee and Additional Fee Payment and Invoicing

Any Fee and any Additional Fee shall be payable monthly by the Developer, in arrears. On the 25th day of each month (or the immediately preceding Business Day), the Independent Engineer shall submit an invoice to the Developer (with a copy to the City) reporting the details of the charges for Services, or if applicable, Additional Services, for which a Fee and any Additional Fee is payable provided during the immediately prior month.

20.3 Developer’s Rights and Deductions from Payments

a. Payment by the Developer of any sum due to the Independent Engineer under the provisions of this Agreement shall be without prejudice to any claims or rights which the Developer or City may have, separately or jointly, against the Independent Engineer and shall not constitute an admission by the Appointers as to the performance by the Independent Engineer of its obligations under this Agreement.

b. Without prejudice to any other right or remedy that either of the Appointers may have, the Appointers may withhold payment of any sums due to the Independent Engineer under the provisions of this Agreement, or make such deduction from any payment to be made to the Independent Engineer under the provisions of this Agreement as the Developer or the City may consider reasonable, in the event of unsatisfactory performance of the Services by the Independent Engineer or in respect of any dispute or claim whatsoever with or against the Independent Engineer.

21. INDEMNITY

a. Except as set out below, the Independent Engineer shall indemnify the Appointers, and each of their respective agents, servants, consultants, subcontractors and employees,

4 To be determined.
5 To be determined.
against each and every liability which they may incur to any person whatsoever and against any claims, demands, proceedings, damages, costs, losses, liability and/or any of their expenses sustained, incurred or payable by the Appointers to the extent that the same arise by reason of any wrongful act, omission, default or lack of diligence by the Independent Engineer, or any of its agents, servants, consultants, subcontractors or employees, in the performance of the Independent Engineer's obligations under this Agreement. This indemnity shall survive the termination of this Agreement.

b. Except as stated in Section 14.c, the maximum aggregate liability of the Independent Engineer:
   i. to the Developer for any failure to perform the Services at the standards required by the provisions of this Agreement shall be the Developer Indemnity Limit,
   ii. to the City for any failure to perform the Services at the standards required by the provisions of this Agreement shall be the City Indemnity Limit, and
   iii. to either Appointer for any failure to perform the Services at the standards required by the provisions of this Agreement shall be the Indemnity Limit provided that the other Appointer does not make such a claim for the same event or cause under Section 14.a within 30 days following notice of the first Appointer's claim.

c. The limitations set out in Section 14.b shall not apply with respect to loss, liability or damage suffered as a result of:
   i. fraud, fraudulent misrepresentation, willful default, willful misconduct, willful concealment, gross negligence or corrupt conduct of the Independent Engineer, its agents, servants, consultants, subcontractors or employees;
   ii. death or personal injury resulting from negligence; or
   iii. failure of the Independent Engineer to comply with its obligations under Section 16.

22. INDEPENDENT ENGINEER’S ASSIGNMENT
   a. The Independent Engineer shall not, and shall not purport to, assign or transfer any right or obligation under this Agreement, including the performance of any of the Services or the Additional Services, without the prior written consent of both Appointers.
   b. Subject to any restriction in the Project Agreement, the Appointers may each assign or transfer any of their respective rights or obligations under this Agreement to any person without the prior consent of the Independent Engineer.
   c. Neither subcontracting by the Independent Engineer nor the consent by the Appointers in relation thereto shall relieve the Independent Engineer from any liability or obligation under this Agreement.

23. INSURANCE
   a. The Independent Engineer shall effect and maintain throughout the duration of this Agreement and for 12 months thereafter, a professional indemnity insurance policy:
      i. with a Qualifying Insurer;
      ii. on terms and conditions which are market standard for an independent consulting Independent Engineer carrying on activities on the international market similar to those of the Independent Engineer; and
iii. to cover any damages, costs, expenses, responsibilities, acts, demands, claims or proceedings arising out of death or injury of any person or damage to property;

b. The professional indemnity insurance referred to in Section 16.a shall be in an amount not less than the Indemnity Limit per event and in aggregate not less than the Indemnity Limit per year for loss as a result of any negligent breach of duty, act, error or omission (or single series of negligent acts errors or omissions) by the Independent Engineer in the discharge of the Services and shall in addition include provision sufficient to cover attorneys’ fees and costs for which the Independent Engineer is liable to a claimant or to its own legal advisers.

c. The Independent Engineer shall submit to each Appointer a certificate stating the details of the professional indemnity insurance policy within 30 calendar days from the date when either Appointer has requested the Independent Engineer to do so. If the Independent Engineer fails to provide either Appointer with such certificate, either Appointer shall be entitled to terminate this Agreement.

d. The Independent Engineer shall effect and maintain insurances to cover its liabilities as employer and/or for compensation to its personnel as required by any Applicable Requirement or Relevant Authority.

e. If the Independent Engineer fails to comply with this Section 16, either Appointer may take out such insurance as it deems necessary as a result of the breach by the Independent Engineer. The Independent Engineer shall fully indemnify such Appointer in respect of premiums payable by such Appointer.

24. CONFIDENTIALITY

a. Subject to the Parties’ rights and obligations under Section 32 of the Project Agreement, the Independent Engineer shall keep secret and confidential, and shall not at any time (other than solely for the purpose of complying with any of its obligations under the provisions of this Agreement) for any reason disclose or publish, or permit to be disclosed or published to any person, or otherwise use or permit use to be made of:

i. any data, information or material of whatsoever nature that is given to the Independent Engineer, whether by or on behalf of the Developer, the City, or otherwise, to enable the Independent Engineer to discharge its duties and obligations under the provisions of this Agreement or to perform the Services or for any other purpose arising from or connected with this Agreement or the Project;

ii. any data, information or material of whatsoever nature that otherwise comes into the possession of the Independent Engineer by reason of or in connection with its entering into this Agreement or performing the Services;

iii. any data, information or material of whatsoever nature relating to the performance of this Agreement of the Services or Additional Services by the Independent Engineer or to any activity or business of the Developer or the City; and

iv. any data, information and material of whatsoever nature that is derived or generated from the data information and material referred to under the above preceding paragraphs (hereinafter the “Information”).
b. Without prejudice to the generality of Section 17.a, the Independent Engineer shall:
   i. keep the Information secure and safeguarded and in its possession (except in so far as it is required to give or disclose the Information to the Developer, the City, or any other person in the due performance of the Services) at all times; and
   ii. not exploit or manipulate the Information in any manner whatsoever.

c. The Independent Engineer shall not make any reference in any advertising or other promotional or publicity material issued by it or on its behalf or on its instruction to this Agreement or the performance of the Services by it without the prior written consent of both of the Appointers.

d. The Independent Engineer shall ensure and procure that all of its agents, servants, consultants, subcontractors, employees, and any third party to whom it assigns, subcontracts or otherwise transfers the responsibility for or the obligation to perform any of its duties, functions, liabilities, obligations or responsibilities (or any part thereof) under the provisions of this Agreement in accordance with this Agreement comply with the commitments arising from this Section 17.

e. The provisions of this Section 17 shall survive termination of this Agreement.

25. INTELLECTUAL PROPERTY

a. The Independent Engineer hereby irrevocably and without charge assigns to the City ownership of all Intellectual Property (including Work Products and any other documents, designs, drawings, Manuals, other information, and other work and the designs contained in them created and submitted to the Appointers, and all schedules, records, and reports maintained by the Independent Engineer) that has been made by the Independent Engineer in anticipation or will be made by the Independent Engineer in the course of performing the Services and the Additional Services, together with all copyright and other industrial or intellectual property rights therein. The Independent Engineer shall incorporate a similar term into any agreement it enters into with its subcontractors and shall require such subcontractors to incorporate a similar term into any agreement they may enter into which relates to the Services or any Additional Services, in each case including an irrevocable assignment without charge to the City of ownership of all Intellectual Property related to the Services or Additional Services.

b. The provisions of this Section 18 shall survive termination of this Agreement.

26. RECORDS AND RIGHTS OF AUDIT

The Independent Engineer shall, and shall procure that its subcontractors (to the extent such subcontractors have been approved under the provisions of this Agreement), maintain a true and correct set of records including personnel records pertaining to all activities relating to their performance of this Agreement and all transactions related thereto. The Independent Engineer agrees, and shall procure that its permitted subcontractors agree, to retain all such records for a period of not less than ten years after the expiry or termination of this Agreement. The Appointers shall each have the right to audit and take copies of any and all such records at any time during the term of this Agreement and for a period of three years thereafter.

27. INDEPENDENT ENGINEER’S PROPERTY

All property of the Independent Engineer, and the Independent Engineer’s employees, agents, representatives and any subcontractors, while at the Site or the premises of either Appointer, shall be at the risk of the Independent Engineer and neither Appointer accepts any liability for any loss or damage howsoever occurring or caused thereto except to the extent that such loss or damage
occurred or was caused by reason of the negligence of either Appointer or any of such Party’s respective employees, agents or representatives acting in the course of their employment. The Independent Engineer shall draw the provisions of this Section 20 and its effect to the attention of such employees, agents, representatives and any subcontractors who may visit any Site or the Developer’s or the City premises.

28. TERMINATION

28.1 Termination by the Appointers

Without prejudice to either Appointer’s right to terminate this Agreement pursuant to Section 21.5, and in accordance with Section 5.9 of the Project Agreement, each Appointer shall independently be entitled to terminate this Agreement, provided that:

a. the Appointer wishing to terminate the appointment of the Independent Engineer shall serve written notice on the Parties specifying its grounds for such termination;

b. the Appointers shall consult on whether such termination is necessary in the circumstances; and

c. following such consultation, the Appointer wishing to terminate the appointment of the Independent Engineer may do so by giving at least 28 days’ written notice to the Independent Engineer and the other Parties, specifying the grounds for termination.

28.2 Termination by the Independent Engineer

The Independent Engineer shall be entitled to terminate this Agreement with immediate effect following 60 days’ written notice to the other Parties (subject to any grace periods set out below) in the event:

a. Developer fails to pay any amount due to the Independent Engineer under this Agreement and that amount remains outstanding for more than 15 days following the Independent Engineer’s written demand for payment, provided that such non-payment is not the subject matter of a dispute then under determination in accordance with Section 24;

b. an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of either Appointer or its respective debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Independent Engineer for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing shall be entered; or

c. either Appointer shall:

i. voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect;

ii. consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 21.2.b;

iii. apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for itself or for a substantial part of its assets;
iv. file an answer admitting the material allegations of a petition filed against it in any such proceeding;

v. make a general assignment for the benefit of creditors; or

vi. take any action for the purpose of effecting any of the foregoing.

28.3 Suspension of Services by the Appointers and Independent Engineer’s Right to Terminate

a. In circumstances including the occurrence of Supervening Events and Force Majeure Events, the Appointers may, by mutual agreement and by notice to the Independent Engineer, require the Independent Engineer to suspend performance of the Services or any part thereof. In such case, the Independent Engineer shall immediately make arrangements to suspend the Services or any relevant part thereof and minimize expenditure.

b. If the Services are suspended for more than two months, the Independent Engineer shall be entitled to request, by notice in writing to the Appointers, that the Independent Engineer resumes the Services. If the Appointers by mutual agreement have not instructed the Independent Engineer to resume the Services within 30 days from the date of the Independent Engineer’s notice, the Independent Engineer shall be entitled by written notice to the Appointers to immediately terminate its engagement under this Agreement.

28.4 No Fault Termination

Any Party shall be entitled to terminate this Agreement with immediate effect following written notice to the other Parties if the Project Agreement is terminated for any reasons set out therein, in which case the termination of this Agreement shall be terminated.

28.5 Payments on Termination

a. Upon termination of this Agreement for any reason whatsoever the Developer shall pay to the Independent Engineer any Fee and any Additional Fee attributable to the Services and the Additional Services, respectively, performed by the Independent Engineer in compliance with this Agreement as at the date of termination which have not been previously paid for by the Appointers.

b. On any termination for Independent Engineer’s default under Section 21.1, the City and the Developer shall each be entitled to recover from the Independent Engineer, by way of set-off or otherwise, 50% of the costs for remedying any defect or deficiency in the Services performed by the Independent Engineer prior to the date of notice of termination and/or any costs incurred as a consequence of such termination, including, but not limited to, preparation and execution of an agreement with a replacement Independent Engineer.

28.6 Payments on Suspension

If this Agreement is suspended in accordance with Section 21.3, the Independent Engineer shall be entitled to receive payment of the Fee on a pro-rata basis for the period between the immediately preceding payment date in accordance with Section 12.1 and the date of the suspension. No further payment will be made during the period of the suspension and the remaining payment dates in accordance with Section 12.1 shall be postponed by a period equal to the duration of the suspension. At the payment date (as postponed) following the suspension, the Independent Engineer shall be entitled to receive the balance of the Fee being the amount that the Independent Engineer would have received were it not for the suspension less the pro-rata amount paid as described above.

28.7 Other Consequences of Termination
a. Upon termination of the Independent Engineer’s engagement, the Independent Engineer shall cease to perform any further Services and shall cause to be delivered to the Appointers, and any successor Independent Engineer designated in writing by mutual agreement of the Appointers, all material prepared by it relating to the Services or any Additional Services (whether in the course of preparation or completed). The Independent Engineer agrees that upon such termination it will comply with all reasonable requests of the Appointers to assist any successor Independent Engineer in its appointment to such position. The Independent Engineer shall be permitted to maintain a copy of the material for professional indemnity reasons.

b. Termination of the Independent Engineer’s engagement shall be without prejudice to the rights and remedies of any Party in relation to any negligence, omission or default of any other party prior to such termination. In any event, the liability of the Appointers is limited to willful misconduct.

c. Upon termination, the provisions of this Agreement shall continue to bind each Party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.

29. GENERAL

a. The respective rights of the Parties under this Agreement are cumulative and may be exercised as often as considered appropriate and are in addition to the Parties’ respective rights under law. All waivers, additions, amendments and variations to this Agreement including this Section shall be binding only if in writing and signed by authorized representatives of the Independent Engineer, the Developer, and the City.

b. This Agreement supersedes any previous agreements or arrangements between the Parties in respect of the Services (whether oral or written) and represents the entire understanding between the Parties.

c. All approvals, comments, instructions, consents or advice from the Appointers under this Agreement or in connection with the Services and any Additional Services and the Project shall be in writing and none of the same shall in any way relieve the Independent Engineer from its obligations under this Agreement.

30. NOTICES

a. Any notice, approval, election, demand, direction, consent, designation, request, agreement, instrument, certificate, report or other communication required or permitted to be given or made under this Agreement (each, a notice) to a Party must be given in writing (including by fax or electronic mail). All notices will be validly given if on a Business Day to each Party at the following address:

To City: [ ]
[Title]
[Address]
Email:
Fax:

With a copy to: [ ]
[Title]
[Address]
Email:
Fax:

To the Developer: [       ]
[Title]
[Address]
Email:
Fax:

With a copy to:
[       ]
[Title]
[Address]
Email:
Fax:

To the Independent Engineer: [       ]
[Title]
[Address]
Email:
Fax:

With a copy to:
[       ]
[Title]
[Address]
Email:
Fax:

b. A notice shall be deemed to have been given:
   i. upon receipt, if delivered in person;
   ii. upon receipt (confirmed by automatic answer back or equivalent evidence of receipt), if validly transmitted electronically before 3:00 p.m. (local time at the place of receipt) on a Business Day;
   iii. one Business Day after delivery to the courier properly addressed, if delivered by overnight courier; or
   iv. four Business Days after deposit with postage prepaid and properly addressed, if delivered by United States certified or registered mail.

c. The Parties will notify each other in writing of any change of address, such notification to become effective 15 days after notification.

31. LAW AND DISPUTES

a. This Agreement shall be construed in accordance with, and this Agreement and all matters arising out of or relating in any way whatsoever to this Agreement (whether in contract, tort or otherwise) shall be governed by, the law of the State of Colorado.

b. All disputes arising from, or in connection with, this Agreement shall be settled amicably among the Parties. If disputes cannot be settled amicably, all disputes arising out of, or in connection with this Agreement shall be subject to the jurisdiction of the District Court of Colorado for the City and County of Denver.
c. Each Party hereby irrevocably submits to the jurisdiction of such court with regard to any such dispute, and irrevocably waives, to the fullest extent permitted by applicable Law:
   i. any objection it may have at any time to the laying of venue of any such action or proceeding in such court;
   ii. any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; and
   iii. the right to object, with respect to any such action or proceeding that such court does not have any jurisdiction over such Party.

31.2 ILLEGAL ALIENS

a. The Independent Engineer shall comply, and shall ensure that its subcontractors comply, in all material respects, with all applicable requirements of Section 8-17.5-101 et seq., Colorado Revised Statutes.

b. The Independent Engineer shall not (a) knowingly employ or contract with an illegal alien to perform any work under this Agreement or (b) enter into a contract with any subcontractor that fails to certify to the Independent Engineer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform any work under such contract or this Agreement.

c. The Independent Engineer shall confirm, and shall ensure that all its subcontractors confirm, the employment eligibility of all employees who are hired in connection with the Independent Engineer’s performance of its obligations under this Agreement through participation in either the E-Verify Program or the Department Program.

d. The Independent Engineer shall not use the E-Verify Program or the Department Program procedures for the purpose of pre-employment screening of job applicants while this Agreement is being performed.

e. If the Independent Engineer participates in the Department Program, the Independent Engineer shall:
   i. notify the City of participation in the Department Program and shall comply with Section 8-17.5-102(c), Colorado Revised Statutes and any other requirements of the Department Program;
   ii. no later than 20 days after hiring an employee who is hired in connection with the Independent Engineer’s performance of its obligations under this Agreement, confirm to the City, in a notarized certificate in form and substance satisfactory to the City, that the Independent Engineer has examined the legal work status of such employee, retained copies of the documents required by 8 U.S.C. §1324a, and not altered or falsified the identification documents for such employees; and
   iii. consent (and does hereby consent) to United States Department of Labor and Employment audits conducted in accordance with Colorado Revised Statutes §8-17.5-102(5)(C)(III).

f. If the Independent Engineer obtains actual knowledge that a subcontractor responsible for the performance of any part of the Independent Engineer’s obligations under this Agreement employs or contracts with an illegal alien, the Independent Engineer must notify such subcontractor and the City within three Business Days of the Independent Engineer having such actual knowledge. If, within three Business Days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, the Independent

City and County of Denver
National Western Center Triangle Project
Addendum #2
March 5, 2020
Section 2-18
Engineer shall terminate the agreement with the subcontractor; provided that the Independent Engineer shall not be required to terminate such agreement with such subcontractor if, during such three Business Days after receiving the notice required in this Section 25, the subcontractor provides information to the City to establish that the subcontractor did not knowingly employ or contract with an illegal alien.

\[ g. \] The Independent Engineer shall cooperate and comply with any reasonable request the United States Department of Labor and Employment makes in the course of any investigation it undertakes.

32. [NOT USED]

33. RELATED DISPUTES

If there is a dispute being, or to be, determined under this Agreement which relates to a dispute under the Project Agreement, then the Parties shall meet to determine whether, at the sole discretion of each Party, the actions should be joined and heard:

\[ a. \] if the dispute under the Project Agreement is a dispute before a Dispute Resolution Panel under the Project Agreement, in a single dispute resolution proceeding, before the same Dispute Resolution Panel, in accordance with the rules applicable under Section 35.2 of the Project Agreement; and

\[ b. \] in other cases, in a single proceeding, before the same court, under the rules applicable under this Agreement, provided that proceedings concerning the Project Agreement shall be before the same court and under the same rules as applicable under the Project Agreement.

34. [NOT USED]

35. CONSENT TO SERVICE OF PROCESS

Each Party irrevocably consents to service of process by personal delivery, certified mail, postage prepaid or overnight courier. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law.

36. WAIVER OF CONSEQUENTIAL DAMAGES

In no event, whether based on contracts, indemnity, warranty, tort (including, as the case may be, a Party’s own negligence) or otherwise, shall any Party be liable to the other Parties for or with respect to any claims for consequential, indirect, punitive, exemplary, special or incidental damages, lost profits, lost revenues or otherwise; provided, however, that this Section 30 shall not limit a Party’s right to any termination payments payable under Section 21 or damages (i) which are fines, penalties or other charges assessed by a Relevant Authority, (ii) arise out of occurrences actually covered by any valid and collectible insurance maintained by any Party or (iii) which are expressly provided for in this Agreement.

37. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

38. SEVERABILITY
Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

39. **AMENDMENTS AND WAIVERS**

a. No amendment of this Agreement shall be valid unless it is in writing and signed by or on behalf of the Parties.

b. Unless expressly agreed, no amendment shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

c. No failure or delay by any Party in exercising any right or remedy provided by Law or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

d. Any amendments, variations, modifications or waivers of this Agreement are subject to any requirements of the Project Agreement.

40. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be identical and all of which, taken together, shall constitute one and the same instrument, and the Parties may execute this Agreement by signing any such counterpart. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

City and County of Denver

By: ______________________________
Name: ___________________________
Title: ____________________________

[Developer]

By: ______________________________
Name: ___________________________
Title: ____________________________

[Independent Engineer]

By: ______________________________
Name: ___________________________
Title: ____________________________
ANNEX 1

SERVICES

1. GENERAL SERVICES
   a. To the extent necessary to perform its duties under this Agreement, the Independent Engineer shall:
      i. attend and participate in all meetings at which the Independent Engineer’s attendance is either required under the Project Agreement, or has been requested in writing by either Appointer in each case with respect to the performance of the Services;
      ii. keep full records of all meetings conducted or attended by the Independent Engineer and of the making of all decisions, views, opinions or consents offered by the Independent Engineer;
      iii. timely request such documents, information and materials as are reasonably necessary for the exercise of its responsibilities;
      iv. prior to issuing any certificate with its determination or opinion, permit the Appointers a reasonable opportunity to express their views with respect to the subject matter of the certificate in accordance;
      v. in issuing any determinations or opinions, provide substantial documentation in support of its determination or opinion, including narratives, reports, and any other information that may be useful to the Appointers in understanding the Independent Engineer’s determination or opinion; and
      vi. in all cases, perform its duties in conformity with Good Industry Practice.
   b. The Services shall consist of those services under this Part A of Annex 1 other than Additional Services performed in accordance with this Agreement.

2. DEVELOPER DEFAULT
   If requested by the City, the Independent Engineer shall make a determination as to whether the Developer Default described in Section 29.1.1(4) has occurred.

3. TERMINATION D&C WORK VALUE CALCULATION
   a. Upon written notice by the Appointers, the Independent Engineer shall determine the Termination D&C Work Value set forth in Schedule 6.
   b. The Independent Engineer shall deliver the Termination D&C Work Value amount to the Appointers no later than 20 Working Days after receipt of the notice set forth in this Section 2 of Annex 1.

4. PROJECT PROGRESS REPORT AND MONTHLY PROGRESS SCHEDULE

4.1 Project Progress Report
   a. The Independent Engineer shall perform a monthly review the Project Progress Report prepared by the Developer each month until Final Acceptance in accordance with Schedule 8.
   b. Upon review, the Independent Engineer shall prepare and deliver to the City a report setting forth:
      i. an opinion regarding the Developer’s cost performance and potential liabilities;

---

6 The scope of the Independent Engineer’s Services is under review by the City and may be amended in a future addendum.
Project Agreement
Schedule 27
Section 2, Form of Independent Engineer Agreement

ii. unapproved expenditures;
iii. deviations from the Financial Proposal; and
iv. any other matters that in the Independent Engineer’s reasonable opinion that may
in the near term or over time give rise to an adverse financial impact to the City.

c. The Independent Engineer shall delivery to the Appointers its review of the Project
Progress Report no later than 10 Working Days after receipt of the Project Progress
Report.

4.2 Monthly Progress Schedule

a. The Independent Engineer shall perform a monthly review the Monthly Progress Schedule
prepared by the Developer each month in accordance with Schedule 8.

b. Upon review, the Independent Engineer shall prepare and deliver to the City a report
setting forth:

i. an opinion regarding the Developer’s actual progress of Work and the earned
value of Work accomplished;

ii. a determination regarding whether the Developer is performing Work on Critical
Path;

iii. whether the Developer has deviated from the Baseline Schedule;

iv. the feasibility of the Monthly Progress Schedule’s 30 Calendar Day look-ahead;
and

v. any other matters that in the Independent Engineer’s reasonable opinion that may
in the near term or over time give rise to an adverse impact to the Baseline
Schedule.

c. The Independent Engineer shall delivery to the Appointers its review of the Monthly
Progress Schedule no later than 10 Working Days after receipt of the Monthly Progress
Schedule.

5. OCCUPANCY READINESS CERTIFICATION

Follow receipt of a request from the Developer, the Independent Engineer shall evaluate whether
the Developer has met the Occupancy Readiness Conditions as set forth in Schedule 4. Thereafter,
the Independent Engineer shall follow the procedures set forth in Schedule 4 with respect to issuing
an Occupancy Readiness Certificate.

6. SUBSTANTIAL COMPLETION CERTIFICATE

Follow receipt of a request from the Developer, the Independent Engineer shall evaluate whether
the Developer has met the Substantial Completion Conditions as set forth in Schedule 4. Thereafter,
the Independent Engineer shall follow the procedures set forth in Schedule 4 with
respect to issuing a Substantial Completion Certificate.

7. RENEWAL WORK

In accordance with Schedule 17:

a. at Substantial Completion and at the end of each six-year period throughout the O&M
Period, the Independent Engineer shall direct, coordinate, and ensure completion of all
activities of the Joint Technical Review of the Site, as more specifically set forth in Schedule
17;

b. commencing with the Developer’s first submission of the Renewal Work Plan and at each
six-year interval thereafter until the commencement of the Handback Period, the
Independent Engineer shall review the Developer’s Renewal Work Plan, and provide to the City a report setting forth:

i. the overall feasibility of the then-current Renewal Work Plan;

ii. deficiencies in the Renewal Work Plan;

iii. areas of risk and provide an opinion on the Developer’s mitigation measures; and

iv. any other matters that in the Independent Engineer’s reasonable opinion that may in the near term or over time give rise to an adverse impact to the successful prosecution of the Renewal Work Plan.

8. HANDBACK

a. If requested by the Developer and subject to the City’s discretionary approval, the Independent Engineer shall prepare Handback Inspection Reports and all Residual Life Methodology Reports which shall include an assessment of:

i. asset conditions;

ii. remaining Useful Life of all Elements;

iii. Handback Work; and

iv. any other matters in the Independent Engineer’s reasonable opinion that may in the near term or over time give rise to an adverse impact to the Elements,

all as more fully set forth in Schedule 19.

b. The Independent Engineer shall undertake testing to determine the condition of the Element in accordance with the Inspection Requirements set forth in Annex 19-A to Schedule 19, and deliver to the City an inspection report assessing the performance and progressive deterioration of each Element over the Term.
ANNEX 2

INDEPENDENT ENGINEER’S TEAM \(^7\)

Part A: Independent Engineer’s Team and Hourly Rates

The Independent Engineer’s Team shall include the following persons or classes of persons at the specified hourly rates (such rates subject to Part B below):

<table>
<thead>
<tr>
<th>Role</th>
<th>Number of Personnel</th>
<th>Hourly Rate</th>
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Part B: Fee Agreement and Cost Reimbursement Limitations

c. All hourly rates are in U.S.$ and
   i. inclusive of [•]; but
   ii. exclusive of [•].
d. Hourly rates are [not] subject to indexation [in accordance with [•]].
e. Hourly rates for additional team members are subject to approval of the Appointers.
f. Expenses shall be reimbursed against invoices subject to the following conditions:
   i. [•]; and
   ii. [•].

\(^7\) To be completed prior to execution.
ANNEX 3

PROJECT AGREEMENT

[to be inserted]
1. CHANGE PROCEDURE OVERVIEW
   a. There are three types of change mechanisms permitted under the terms and conditions of the Project Agreement to revise the scope of Work:
      i. City Change Request;
      ii. City Change Directive; and
      iii. Developer Change Request.
   b. The process and procedure to implement such change mechanisms are set forth in the following Sections.

2. CITY CHANGE REQUEST
   a. The City, without notification to any Surety, shall be entitled to submit Change Requests to Developer pursuant to Section 11 of the Project Agreement.
   b. Any City Change Request shall:
      i. set out the City’s requirements for the relevant City Change in reasonably sufficient detail to enable Developer to prepare and timely submit a Developer’s Proposal in response to such City Change Request; and
      ii. include any specific directions or requirements as to the contents of Developer’s Proposal in response to such City Change Request.
   c. Any City Change Request may, in the City’s discretion and not later than 14 Calendar Days after the Developer’s receipt of such City Change Request, require the Developer to:
      i. participate in a preliminary meeting regarding the proposed City Change Request at such time and location as the City may reasonably request; and
      ii. deliver to the City at or before such preliminary meeting, a written preliminary, non-binding order of magnitude cost estimate for the proposed City Change Request which shall be prepared by the Developer on a Reasonable Efforts basis and shall include each of the following elements (or a statement to the effect that such element is not relevant to the proposed City Change Request):
         A. an introductory summary of the contents of such response;
         B. a preliminary scope of work for such City Change Request, together with:
         C. a preliminary schedule for implementation of such scope of work; and
         D. identification of any adjustments to the Baseline Schedule or Revised Baseline Schedule in effect at the time, anticipated to be required to implement such City Change Request;
      iii. prepare a preliminary analysis of any extension of time and/or relief to which Developer may be entitled pursuant to Section 11 of the Project Agreement as a result of such City Change Request, including a preliminary time impact analysis of the effect (if any) of such City Change Request on achievement of any Project Schedule Milestone;
      iv. in addition to the rough order magnitude cost estimate required by Section 2.c, prepare a preliminary estimate of any Delay Financing Costs and/or Milestone Payment Delay Costs to which Developer may be entitled pursuant to Section 12.7.4 of the Project Agreement as a result of such City Change Request; and
v. prepare a preliminary identification and assessment of any other reasonably anticipated material impact on the Work of such City Change Request.

d. Promptly after, and in any event within 30 Calendar Days after the Developer’s receipt of a City Change Request, the Developer shall submit to the City:

i. the Developer’s written response to the City Change Request (“Developer’s Proposal”), which response shall be signed by the Developer’s Representative and include each of the following elements (or a statement to the effect that such element is not relevant to the proposed City Change Request):

A. an introductory summary of the contents of such Proposal;
B. a detailed scope of work for such City Change Request, together with:
C. a schedule for implementation of such scope of work; and
D. a Revised Baseline Schedule or Revised Baseline Schedule in effect at the time reflecting adjustments required to implement such City Change Request, including an analysis of any extension of time and/or relief to which Developer may be entitled pursuant to Section 12.2 of the Project Agreement as a result of such City Change Request, including a time impact analysis of the effect (if any) of such City Change Request on achievement of any Project Schedule Milestone;

ii. the proposed method(s) for certification of completion of any aspects of the work required by such City Change Request, where such methods shall, to the extent possible, follow procedures already set out in the Project Agreement;

iii. any new Governmental approvals, permits or third-party consents, and/or any amendments to existing Governmental approvals, permits or third-party consents, required to implement such City Change Request;

iv. any amendments to the Project Agreement required to implement such City Change Request;

v. the estimated Change in Costs, Delay Financing Costs and/or Milestone Payment Delay Costs to which Developer may be entitled, pursuant to Section 12.7 of the Project Agreement, as a result of such City Change Request, including a detailed breakdown of each element of the same (which detailed breakdown shall include all proposed contingencies with respect to estimated Change in Costs);

vi. identification and analysis of any other reasonably anticipated impact on the Work of such City Change Request;

vii. such supporting information and documentation as the City may reasonably require in such City Change Request; and

viii. the following certification: “Under penalty of perjury, the undersigned certifies on behalf of Developer that, to the best of Developer’s knowledge (after due inquiry), as of the date hereof, the requests, claims, representations, statements, disclosures and information contained in this Developer’s Proposal Response are correct, complete (other than as expressly indicated herein) and not materially misleading.”

e. Upon written notice, the City may in their discretion request or require modifications to Developer’s Proposal, including to require the Developer to solicit competitive bids for all or part of the work that would result from the proposed Change.
3. **CITY CHANGE DIRECTIVE**

a. At any time after the City’s submission of a City Change Request to Developer, and for so long as the Parties have not reached a final agreement and executed a Change Order in relation thereto, the City may (in their discretion) deliver to Developer a notice (a “Change Directive”) directing Developer to implement and perform the work as set out in such City Change Request (as may be modified by such Change Directive).

b. A City Change Directive may be used when:

i. the City determines that the Developer must proceed immediately to perform a change in the Work in order to avoid an adverse impact on the schedule or other work, or to avoid or correct a situation where the health or safety of persons may be affected, and sufficient time is not available to negotiate a Change Order, or;

ii. the City and the Developer have not completed their negotiations and reached agreement on all of the terms of a Change Order, but the City requires the Developer to proceed without such agreement.

c. Any Change Directive shall:

i. describe the work in question and any limits thereon to the extent not otherwise provided in the relevant City Change Request; and

ii. specify the required commencement date of the relevant work together with any other implementation schedule and completion requirements.

d. Promptly upon receipt of any Change Directive, the Developer shall promptly sign the Change Directive and return it to the City, and shall promptly implement and perform the work in question as directed by the City, provided that Developer shall be entitled to give notice to the City (including a supporting analysis) if it refuses to perform any part of such work. The Developer shall be responsible for delays to the work and any additional costs incurred by the City caused by its failure to submit complete information to prosecute the Change Directive work.

4. **DEVELOPER CHANGE REQUEST**

4.1 Delivery of Developer Change Request

a. The Developer shall be entitled to submit Developer Change Requests to the City for Approval pursuant to Section 11 of the Project Agreement.

b. Any Developer Change Request shall be signed by the Developer’s Representative and include each of the following elements (or a statement to the effect that such element is not relevant to the proposed Developer Change Request):

i. an introductory summary of the contents of such notice;

ii. a statement as to Developer’s reasons for proposing Developer Change Request, including as to whether such Developer Change Request is being proposed by Developer as an alternative to a Nonconforming Work Remedy (a “Nonconforming Work Change”);

iii. reasonably sufficient detail regarding the proposed Developer Change Request to enable the City to evaluate Developer’s Proposal in full, including:

   A. other than with respect to a Nonconforming Work Change:

   B. a detailed scope of work for such proposed Developer Change Request, together with:

   C. a schedule for implementation of such scope of work; and
D. a Revised Baseline Schedule reflecting adjustments required to implement such Developer Change Request; and

E. the proposed method(s) for certification of completion of any aspects of the work required by such Developer Change, where such methods shall, to the extent possible, follow procedures already set out in this Agreement;

iv. any new Governmental approvals, permits or third-party consents, and any amendments to existing Governmental approvals, permits or third-party consents, required to implement such Developer Change Request;

v. any amendments to this Agreement required to implement such Developer Change Request;

vi. identification and analysis of any other reasonably anticipated impact on the Work of such Developer Change Request;

vii. the estimated Change in Costs (which, for certainty, may be positive (other than with respect to any Nonconforming Work Change) or negative) that may result from such Developer Change Request, including a detailed breakdown of each element of the same (which detailed breakdown shall include all proposed contingencies with respect to estimated Change in Costs);

viii. the Developer’s proposed methods of financing or funding any such positive Change in Costs and/or details regarding proposed payments by or to the City;

ix. any dates by which a response by the City to such notice is critical;

x. such supporting information and documentation as the City may reasonably require; and

xi. the following certification: “Under penalty of perjury, the undersigned certifies on behalf of Developer that, to the best of Developer’s knowledge (after due inquiry), as of the date hereof, the requests, claims, representations, statements, disclosures and information contained in this Developer Change Request are correct, complete (other than as expressly indicated herein) and not materially misleading.”

c. The Developer’s Change Request shall be submitted before the Developer acts on it and with respect to:

i. differing site conditions, no more than seven Calendar Days after the conditions are reasonably first discovered and prior to the disturbance;

ii. delays, as soon as the Developer reasonably has knowledge of the delay, but in no event more than seven Calendar Days therefrom; and

iii. any other matter or circumstance that the Developer believes would require a Change, a Developer Change Request shall be submitted as soon as the Developer reasonably has knowledge of the matter or circumstance, but in no event more than seven Calendar Days after the Developer becomes aware of such circumstances or matter.

d. If the Developer does not submit a Developer Change Request within the time required by Section 4.1.c, any action by the Developer related to the events thereunder, including delays or differing site conditions, will not be considered by the City as a change to the Work and the Developer waives any claim for an adjustment to time and/or cost.

e. Upon written notice, the City may in their discretion request or require modifications to Developer’s Proposal, including to require the Developer to solicit competitive bids for all or part of the work that would result from the proposed Change.
f. Any Developer Change Request shall be subject to the City’s Approval, provided that the City agrees to evaluate any Developer Change Request in good faith, taking into account all issues that are relevant to the City.

g. As part of the City’s evaluation of a Developer Change Request, the Parties shall, at the City’s discretion, arrange to meet at such time and location as the City may reasonably request to review and discuss the proposed Developer Change Request.

h. The City shall respond in writing to any Developer Change Request within 21 Calendar Days of receipt. Failure of the City to respond within such time period shall be deemed a denial of the Developer Change Request.

i. If a Developer Change Request is denied by the City, in whole or part, any claim for an increase in cost or time arising out of the act or event described in the Developer Change Request is waived unless the Developer timely complies with the Notice of Intent to Claim provisions in the Project Agreement.

5. PROCESSING OF CHANGE REQUESTS

5.1 Meeting(s) to Finalize Developer’s Proposal

a. Following the preliminary actions and formal submittal processes for a City Change Request or Developer Change Request, including the Developer’s Proposal for either type of Change Request, the Parties shall arrange to meet, at such time and location as the City may reasonably request, to review and finalize Developer’s Proposal to any submitted Change Request or Directive.

b. Promptly after, and in any event within 21 Calendar Days after, the latest of the date of:

i. the City’s receipt of Developer’s City Change Response; and

ii. any Developer response to the City,

the City shall:

iii. accept the Developer’s Proposal;

iv. without prejudice to their right to issue a Directive, request or require additional modifications to Developer’s Proposal; or

v. if a City Change Request, withdraw the Change Request and thereafter promptly reimburse Developer for all reasonable and documented external professional costs and expenses.

6. CHANGE ORDER

6.1 Preparation of a Change Order

a. Following the City’s Approval of any Developer’s Proposal in response to a City Change Request, City Change Directive, or Developer Change Request (including with such conditions or modifications as may be required by the terms of such Approval), the Parties shall promptly execute a written memorandum (a “Change Order”), in a form to be prepared by the City, and on terms agreed by the Parties, definitively stating (or, at City’s reasonable discretion, confirming by way of attachment and reference to the Change Request, Change Directive and/or Developer’s Proposal) all details of the relevant change in terms and conditions, including as to:

i. any extension of time, relief and/or compensation (including the payment terms of, and supporting documentation required for, any such compensation);

ii. any sharing of savings with the City; and

iii. the agreed commencement date and schedule for the relevant work.
6.2 Implementation of Change Order Work

a. Provided Work has not commenced subject to the terms and requirements of a City Change Directive, the Developer shall begin to implement the relevant change in scope of Work on the commencement date set out in the relevant Change Order.

b. Subject to the terms of the relevant Change Order, from the date on which a Change Order implementing a City Change is effective:

   i. the relevant City Change shall constitute a Compensation Event;

   ii. The Developer shall be entitled to extensions of time, relief and/or compensation pursuant to Sections 12.6 of the Project Agreement; and

   iii. the City shall be entitled to share in any savings resulting from the implementation of the relevant City Change pursuant to Section 12.7.5 of the Project Agreement.

7. COST SAVINGS

a. If in connection with any change documented in a Change Order or a Change Directive the Developer’s Change in Costs reflects a net saving to Developer; then, subject to the terms of any relevant Change Order:

   i. with respect to any City Change Request (whether documented in a Change Order or a Change Directive), the City shall be entitled to 100% of such net saving and/or such reduction in value; and

   ii. with respect to any Developer Change Request (other than any Nonconforming Work Change), Developer and the City shall each be entitled to 50% of any such net saving.

b. The City shall be entitled, at their discretion, to elect to receive their share of any saving and/or reduction in value:

   i. as a lump sum payment (or series of payments) from Developer within 30 Calendar Days after; or

   ii. such saving (or a portion thereof) is realized.
Annex A

Change in Cost Calculation Methodology

[To be included in a subsequent addendum]
1. **GENERAL**
   a. All Disputes shall be subject to the Dispute Resolution Procedures except:
      i. with respect to any decision, determination, judgment or other action of the City that is expressly provided in the Project Agreement as being subject to the City’s sole discretion, which decision, determination, judgment or other action shall be final, binding and not subject to dispute resolution and shall not constitute a basis for any claim for additional monetary compensation, time extension or any other relief; or
      ii. to the extent expressly otherwise provided in the Project Agreement.
   b. Without limiting their express obligations under this Schedule 29 or any other provision of the Project Agreement, the Parties agree to use Reasonable Efforts to resolve any Disputes as quickly as possible.

2. **AMICABLE DISPUTE SETTLEMENT**
   a. The Parties shall attempt to reach an amicable settlement of any Dispute prior to referring such Dispute for resolution pursuant to the remainder of this Schedule 29. Any such attempt shall be made by the Representative of the Parties.
   b. Upon agreement on any such amicable settlement, the Parties shall execute a written memorandum or similar document in a form to be prepared by the City (unless the City otherwise delegate such preparation to the Developer, in which case the Developer shall prepare such memorandum or document) setting out the details of such settlement, and such document shall be considered a binding settlement agreement.
   c. If the Representatives are unable to resolve the Dispute within a 15 Working Day period (or such longer period as is mutually agreed by the Parties), either Party may in its discretion refer the Dispute for resolution by the Dispute Resolution Panels in accordance with Section 65 or this Schedule 29. Following such period, neither Party may claim a deficiency in the other Party’s effort to reach an amicable settlement as an impediment to referring such Dispute for resolution by the Dispute Resolution Panels.

3. **ADVISORY OPINIONS**
   a. Notwithstanding Section 2 of this Schedule 29, the Parties, acting jointly, may, at any time prior to formally referring a Dispute for resolution by the Dispute Resolution Panels pursuant to this Section 3, seek an advisory opinion regarding such Dispute from one or both Dispute Resolution Panels. The Parties shall do so by submitting a written request to the applicable Dispute Resolution Panel(s) containing:
      i. a concise summary of the nature and background of the Dispute and of the facts relevant to the Dispute;
      ii. a statement of the question or issue on which the Parties are seeking an advisory opinion; and
      iii. copies of any correspondence, reports or other documents to which the Parties wish to refer.
   b. Any resulting advisory opinion shall:
      i. be given in writing (unless otherwise requested by both Parties);
      ii. be non-binding; and
iii. not prejudice any further resolution of such Dispute.

4. TREATMENT OF SETTLEMENT NEGOTIATIONS AND SETTLEMENT AGREEMENTS
a. Statements made by the Parties, including by their Representatives, during any meetings or in any communications related to efforts to amicably settle or resolve a Dispute (including by seeking an advisory opinion from the Dispute Resolution Panels pursuant to Section 3), and documents containing statements or opinions specifically prepared in connection with the same (including any such advisory opinion given following a request of the Parties in accordance with Section 3), shall be considered part of settlement negotiations and shall not be admissible as evidence in any proceeding between the Parties of any kind (including any subsequent referral to the Dispute Resolution Panels) without the mutual written consent of the Parties, provided that any Party:
   i. that prepares demonstrative exhibits or summary exhibits of evidence; or
   ii. that retains experts or other Persons employed in a professional capacity to provide expert opinions and/or reports, which opinions and/or reports are prepared for presentation to the Dispute Resolution Panels,

shall be entitled to submit or otherwise use such work product in any subsequent proceeding.

b. Unless otherwise agreed in writing by both Parties, neither Party may submit a settlement agreement entered into by the Parties to a Dispute Resolution Panel in connection with any subsequent proceeding.

5. DISPUTE RESOLUTION PANELS
a. Two separate Dispute Resolution Panels shall be created pursuant to the Project Agreement and this Schedule: a “Technical Panel” and a “Commercial Panel”. Subject to Sections 1 and 2, any and all Disputes shall be referred by either Party in accordance with this Section 5:
   i. to the extent such Dispute is primarily of a technical nature (notwithstanding the potential relevance of financial, commercial and/or legal facts or matters which do not change the nature of the Dispute itself), for resolution by the Technical Panel; or
   ii. to the extent such Dispute is primarily of a financial, commercial and/or legal nature (notwithstanding the potential relevance of technical facts or matters which do not change the nature of the Dispute itself), including a Dispute as to the interpretation of a provision of the Project Agreement, for resolution by the Commercial Panel,

provided that the Parties shall not refer Disputes with respect to the existence or legal validity of the Project Agreement to either Dispute Resolution Panel for determination nor shall either Dispute Resolution Panel make any determination relating to any such Dispute. Neither Dispute Resolution Panel shall be deemed to be arbitrators, but both shall render their decisions as experts.

b. Either Party, acting reasonably, may initially refer any Dispute (or a relevant part thereof, with the remainder to be considered by a single Dispute Resolution Panel) to the Commercial Panel and the Technical Panel jointly. Alternatively, if a Dispute was initially referred to a single Dispute Resolution Panel, such Dispute Resolution Panel or either Party, acting reasonably, may subsequently request the other Dispute Resolution Panel to jointly consider such Dispute (or relevant part thereof, with the remainder to be considered by the Dispute Resolution Panel to which the Dispute was initially referred). Notwithstanding the foregoing, any referral or request from a single Party for the Dispute Resolution Panels to jointly consider a dispute may be disputed on the basis of relevance.
by the other Party through a written request to the Dispute Resolution Panels to have the Dispute considered by a single Dispute Resolution Panel.

c. Each Dispute Resolution Panel shall consist of three persons who shall be and remain independent of the Parties, impartial and without any conflict of interest or any appearance of a conflict of interest.

d. No later than the date provided in Section 5.f and otherwise, if the relevant Dispute Resolution Panel is not then in existence, no later than 15 Working Days after a Dispute is referred to a Dispute Resolution Panel, each Party shall appoint one person as a member of each Dispute Resolution Panel. If either Party fails to appoint a person as a member of either Dispute Resolution Panel, the relevant member of the Dispute Resolution Panel shall be appointed by the International Institute for Conflict Prevention and Resolution, upon the request of the other Party. Any person appointed pursuant to this Section 5.d:

i. if appointed to the Commercial Panel, shall have relevant experience on similar projects (for certainty, such experience need not be on projects that fall within the definition of Similar Projects in the Project Agreement) and shall be an expert in financial and commercial matters relevant to the Project; and

ii. if appointed to the Technical Panel, shall have relevant experience on Similar Projects and shall be, if appointed during the D&C Period, an expert in engineering and construction matters relevant to the Project and, if appointed during the O&M Period, an expert in operations and maintenance matters relevant to the Project (including in relation to Renewal Work and Handback Renewal Work).

e. A third person (the “Chairperson”) (which person, with respect to the Commercial Panel only, shall be a lawyer barred and in good standing in the State and shall have been so for not less than eight years), shall be jointly appointed by agreement of the two members of the Dispute Resolution Panel as previously appointed pursuant to Section 5.d no later than 10 Working Days following their appointment. In the event of a failure to agree on the appointment of the Chairperson of the relevant Dispute Resolution Panel, such Chairperson shall be appointed by the International Institute for Conflict Prevention and Resolution, upon the request of either Party.

f. The Parties shall initially establish each Dispute Resolution Panel by each appointing a member pursuant to Section 5.d no later than 15 Working Days following NTP1, and otherwise, if the Dispute Resolution Panel is not then in existence, no later than 15 Working Days after a Dispute is referred to the Dispute Resolution Panel.

g. The Persons initially selected to comprise the Technical Panel shall comprise such Technical Panel until such Technical Panel is re-established following the Final Acceptance Date pursuant to Section 5.h unless such Technical Panel is dissolved or reconstituted earlier in accordance with Section 5.j.

h. Promptly following the Final Acceptance Date, the Parties shall re-establish the Technical Panel by each appointing a member pursuant to Section 5.d no later than 60 Calendar Days following the Final Acceptance Date. Following completion of this appointment process, the previously existing Technical Panel shall be automatically dissolved (provided that such dissolution shall be delayed until it renders its decision on any Dispute then pending before it).

i. In the event of death, resignation, disqualification, inability or refusal to act (including failure to comply with the dispute resolution process set forth below) by any member of the Dispute Resolution Panel (or, with respect to a member appointed by a Party, upon written notice by the Party to the other Party), the relevant Party or Parties, as the case may be, shall cause a new member of the Dispute Resolution Panel to be appointed within 10 Working
Days of such occurrence in accordance with the provisions of this Schedule 29 as applicable for the member being replaced.

j. Either Dispute Resolution Panel may be dissolved on mutual written agreement between the Parties, provided that new Dispute Resolution Panel(s) may be reconstituted by the Parties at any time thereafter, in which case the provisions of this Schedule 29 shall apply as to its or their appointment, constitution and functioning (except in relation to the period of its or their appointment, which shall be decided in each case by the Parties or, absent agreement, shall last for the longer of the duration of any Dispute(s) referred to such Dispute Resolution Panel and/or one year).

6. **DISPUTE RESOLUTION PROCESS**

a. If a Dispute remains unresolved following completion of the steps set forth in Section 2 of this Schedule 29, the Dispute shall be referred to the Dispute Resolution Panel by service of a notice to the Dispute Resolution Panel by either Party. Such service of notice shall include:

i. the date of such service of the notice of the reference to the Dispute Resolution Panel by the referring Party upon the other Party;

ii. an initial concise summary of the nature and background of the Dispute, of the facts relevant to the Dispute and of the issues to be decided;

iii. an initial statement of the relief (including any compensation) which the referring Party is seeking; and

iv. any reasonable request for the Dispute Resolution Panel to consider, or not consider, such Dispute together with any other previously or simultaneously submitted Dispute.

b. A copy of such notice of reference shall also be served by the referring Party upon the Chairperson of the Dispute Resolution Panel. Each Party shall be entitled within 10 Working Days following the notice of reference, to deliver to the Dispute Resolution Panel:

i. a concise summary of the nature and background of the Dispute, of the facts relevant to the Dispute and of the issues to be decided;

ii. if applicable, a statement of the relief (including any compensation) which such Party is seeking;

iii. copies of correspondence, reports and such other documents to which the Party wishes to refer or upon which it relies; and

iv. any reasonable request for the Dispute Resolution Panel to consider, or not consider, such Dispute together with any other previously or simultaneously submitted Dispute.

c. Each Party shall promptly deliver such other information as the Dispute Resolution Panel may from time to time reasonably require for the purposes of resolving the Dispute.

d. Subject to the Section 6.e, each Dispute Resolution Panel may fix its own rules of procedure to the extent such do not conflict with this Schedule 29, either generally or on an ad hoc basis, and shall notify the Parties of such rules of procedure in writing.

e. Each Dispute Resolution Panel shall have the following powers:

i. within five Working Days after referral of the Dispute, either Party may request a scheduling conference with the Chairperson of the Dispute Resolution Panel to discuss procedural matters including discovery, use of experts and hearing dates;
ii. if neither Party requests a scheduling conference within such five Working Days, the Dispute Resolution Panel shall convene a hearing unless the Parties agree in writing that the Dispute Resolution Panel shall determine the Dispute on a documents-only basis;

iii. the Chairperson may order the evidence of a witness to be presented in written form by way of a signed statement and may order the production of any drawing, certificate, specification, report, study, written information and data and any other document (including a record of such document in digital form) (or copies thereof) in the possession of either Party;

iv. the Chairperson may request any samples of materials to be taken and analyzed or tests to be made on site by experts; and

v. normally, no depositions, interrogatories, document requests, or requests for admission are allowed. However, the Chairperson has the discretion to allow discovery that is proportional to the needs of resolving the Dispute, upon consideration of the following factors: the importance of the issues at stake in the action, the amount in controversy, and the importance of the discovery in resolving the issues and whether the burden or expense of the proposed discovery outweighs its likely benefit.

f. Unless the Dispute Resolution Panel decides otherwise, the Chairperson shall fix the date, time and place of any hearing (which shall be in City and County of Denver) before the Dispute Resolution Panel and the rules of procedure of the hearing, identify the Dispute(s) (or relevant parts thereof) to be considered at such hearing (taking into consideration any Party's request made pursuant to this Schedule) and shall require the attendance of the Parties. The Parties agree to make every effort to complete the hearing within 15 Working Days after referral of the Dispute to the Dispute Resolution Panel. If the hearing cannot be completed within such 15 Working Days, the Parties shall schedule a scheduling conference with the Chairperson within the 15 Business Day period. Each Party may appear before the Dispute Resolution Panel pro se or represented by counsel.

g. In determining any Dispute referred to it, the Dispute Resolution Panel shall act fairly and impartially as between the Parties, giving each Party a reasonable opportunity of presenting its case and responding to the case of the other Party, and shall adopt procedures appropriate to the circumstances of the particular case avoiding unnecessary delay, so as to provide a fair and expeditious means for determination of the Dispute.

h. No later than 15 Working Days after the hearing is completed, the Dispute Resolution Panel shall issue a written opinion determining the issues stated in the Dispute. The Dispute Resolution Panel may award damages pursuant to the laws of the State, subject to any limitations expressly set forth in the Agreement. The written opinion shall state the facts, evidence and law the Dispute Resolution Panel relied upon to reach the determination made.

i. The Dispute Resolution Panel's opinion shall be considered a final order of the manager and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the Developer or by the City.

j. Within 10 Working Days of being notified of such decision, the Developer shall notify the City if it intends to appeal such decision (in whole or in part), and the City shall, within 10 Working Days after receipt of the Developer's notification, likewise notify the Developer if it intends to appeal such decision (in whole or in part).

k. If a Dispute Resolution Panel fails to issue its written determination to the Parties within the 30 Working Days of the hearing, the Dispute Resolution Panel shall be deemed to have failed to reach a decision in the matter and it shall be deemed that the Parties have
exhausted their remedies. In such case, either Party may refer the Dispute for court resolution. Any decision of the Dispute Resolution Panel notified to the Parties after the expiry of such 30-Business Day period shall be ineffective unless the Parties mutually agree otherwise in writing.

l. The Dispute Resolution Panel is responsible for maintaining the Administrative Record. Within 14 days of issuing a final order, the Dispute Resolution Panel shall prepare and certify the administrative record in a manner consistent with the requirements of C.R.C.P. 106(a)(4), and create a listing of all documents, physical evidence, and recordings comprising the administrative record.

7. **NO JOINDER**

No proceedings to resolve any Dispute arising out of or relating to the Project Agreement shall include, by consolidation or joinder or in any other manner, any additional Person, including any Principal Subcontractor or Subcontractor, not a Party to the Project Agreement, except with the written consent of each Party and any other Person sought to be so joined.

8. **EQUITABLE RELIEF AND PRESERVATION OF RIGHTS**

a. Either Party shall be entitled to seek equitable relief in respect of any Dispute before the United States District Court of Colorado or state District Court of Colorado for the City and County of Denver after the conclusion of the 15 Working Day period referred to in Section 2 of this Schedule 29 (or such longer period as is mutually agreed by the Parties).

b. Notwithstanding the process set forth in this Schedule 29, either Party shall at any time be entitled to commence court proceedings to compel the production of any document or record to which it is entitled under the Project Agreement.

c. Either Party shall at any time avail itself of any remedy under Law or contract, including commencing court proceedings with respect to any Dispute, if necessary to preserve such Party’s rights under any applicable statute of limitations. The other Party may request any such proceeding be stayed pending resolution of any actions or proceedings conducted pursuant to this Schedule, to the extent such stay would not cause the initiating Party’s rights to be prejudiced by application of a statute of limitations.

9. **CONTINUATION OF WORK**

During the course of resolving any Dispute pursuant to this Schedule 29 and the Project Agreement, the Developer shall continue with the Work (including any Work that is the subject of the Dispute) in accordance with the Project Agreement.

10. **COSTS OF DISPUTE RESOLUTION**

a. The fees, costs and expenses payable, including by way of reimbursement, to the members of each Dispute Resolution Panel shall be initially paid by the Developer, subject to later reimbursement from the City for its proportionate liability as provided for herein. Ultimate responsibility for the fees, costs and expenses of Dispute Resolution Panel members incurred in connection with a particular Dispute shall be determined by the relevant Dispute Resolution Panel(s) and shall be aligned with such panel’s determination of the Dispute on its merits. The City shall reimburse the Developer for such fees, costs and expenses initially paid by the Developer which the Dispute Resolution Panel (or, a subsequent court considering the same Dispute as was previously considered by the Dispute Resolution Panel) determiners to be the City’s liability.

b. Other than with respect to the payment of the Dispute Resolution Panel members’ fee, costs and expenses, each Party shall bear its own costs and expenses, including attorneys’ fees, in any Dispute arising out of the Project Agreement, except as expressly provided therein or pursuant to the terms of any binding Dispute resolution.
Schedule 30
Base Financial Model

[To be inserted based on Preferred Proposer's Proposal]
### Schedule 31\(^1\)
#### Personnel

#### 1. KEY PERSONNEL

<table>
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<tr>
<th>Position</th>
<th>Position Description</th>
<th>Qualifications</th>
<th>Minimum Period of Availability</th>
<th>To be seconded to/employed by</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Manager</strong></td>
<td>Responsible for overall execution and administration of Developer’s responsibilities for the Project, with authority to bind Developer on all matters delegable pursuant to Law and Developer’s governing documents affecting Project execution and administration, including: (i) with respect to design, construction, commissioning, operations, and maintenance; and (ii) authority to suspend Work.</td>
<td>The Project Manager shall have demonstrated experience and expertise on a similar role in the delivery of projects similar in scope, value, nature, and complexity to the Project.</td>
<td>From Agreement Date to the end of the Term.</td>
<td>Developer</td>
<td></td>
</tr>
<tr>
<td><strong>Construction Manager for Lead Contractor</strong></td>
<td>Responsible for ensuring that the Public Elements are constructed in accordance with all requirements of this Agreement. Responsible for providing design review for the Public Elements, managing Construction Contractor’s construction personnel, scheduling of the construction quality assurance personnel, and administering compliance with all Technical Requirements applicable to the Construction Work. The Construction Manager shall have the authority to suspend Construction Work.</td>
<td>The Construction Manager shall have a minimum of 15 years’ experience in construction and management of construction on facilities similar in scope, value, nature, and complexity to the Public Elements, with an emphasis on design-build experience.</td>
<td>From Agreement Date to Final Acceptance.</td>
<td>Construction Contractor</td>
<td></td>
</tr>
</tbody>
</table>

\(^1\) The City will further revise details of the Key Personnel in a subsequent addendum.
### Design Manager for the Lead Engineer

**Position Description:** Responsible for: (i) ensuring that the overall Public Elements design is completed and design criteria requirements are met; (ii) managing the design team’s personnel; and (iii) administering all design requirements in this Agreement. The Design Manager shall have authority to suspend design Work.

**Qualifications:** The Design Manager for the Lead Engineer shall be a professional engineer licensed in the State no later than the date of issuance of NTP1. The Design Manager for the Lead Engineer shall have a minimum of [to be advised in a subsequent addendum] experience in managing design for projects with similar scope, value, nature, and complexity to the Project, with emphasis on DBFOM experience.

**Minimum Period of Availability:** From Agreement Date to Final Acceptance.

**To be seconded to/employed by:**

**Name:**

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### O&M Manager for the Lead Facilities Operator

**Position Description:** Responsible for ensuring that O&M Work on the New Arena and Expo Hall and Renewal Work requirements of this Agreement are met. Includes managing the booking, programming, marketing, and ticketing of the events for the New Arena and Expo Hall.

**Qualifications:** The O&M Manager for the Lead Facilities Operator shall have demonstrated experience and expertise in a similar role on managing the operations, maintenance and rehabilitation work on public facilities of similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Commercial Close to the end of the Term.

**To be seconded to/employed by:** O&M Contractor

**Name:**

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### O&M Manager for the Lead Campus Operator

**Position Description:** Responsible for ensuring that O&M Work of the Public Elements other than the New Arena and Expo Hall, and applicable facilities on Phases 1 & 2.

**Qualifications:** The O&M Manager for the Lead Campus Operator shall have demonstrated experience and expertise in a similar role on managing the operations, maintenance and rehabilitation work on
## Quality Manager for the Lead Contractor

**Position Description:** Responsible for overall quality management of the Public Elements. The Project Quality Manager for the Lead Contractor shall have the authority to suspend Work and shall provide monthly certification that Work is being performed in compliance with Law and the Project design.

**Qualifications:** The Project Quality Manager for the Lead Contractor shall be a professional engineer licensed in the State no later than the date of issuance of NTP1, and shall have a minimum of eight (8) years’ experience in infrastructure transportation project design and construction, including at least five (5) years’ experience in quality assurance activities, including the preparation and implementation of quality plans and procedures for design, construction, and operations on transportation projects that included work of a similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Commercial Close through the second anniversary of completion of construction of the Public Elements.

**To be seconded to/employed by:** The Project Quality Manager for the Lead Contractor shall be employed by Developer. The Project Quality Manager for the Lead Contractor can hold only this Key Personnel position.

**Name:**

## Workforce Coordinator

**Position Description:**

**Qualifications:**

**Minimum Period of Availability:**

**To be seconded to/employed by:**

**Name:**
### Design Manager for the Lead Engineer

**Position Description:**
Responsible for ensuring quality management on all engineering and Design Work carried out on the Public Elements, the Design Manager for the Lead Engineer shall have the authority to suspend Work.

**Qualifications:**
The Design Manager for the Lead Engineer shall be a professional engineer licensed in the State no later than the date of issuance of NTP1, and shall have a minimum of eight (8) years’ experience in building design, including at least five (5) years’ experience in quality assurance activities, including the preparation and implementation of quality plans and procedures for design on building projects that included work of a similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:**
From Commercial Close through the second anniversary of completion of construction of the Public Elements.

**To be seconded to/employed by:**
The Design Manager for the Lead Engineer shall be employed by the [ ].

**Name:**
Campus Architect

### Public Facilities Lead Architect

**Position Description:**

**Qualifications:**

**Minimum Period of Availability:**

**To be seconded to/employed by:**

**Name:**

### Sustainability Manager

**Position Description:**
The Sustainability Manager is responsible for ensuring compliance with all Environmental Requirements and commitments, and developing, implementing, and managing environmental and energy efficiency strategies on the Triangle. The Sustainability Manager shall have authority to suspend Work.

**Qualifications:**
The Sustainability Manager shall have a minimum of seven (7) years’ progressive experience working on projects of similar
scope, value, nature, and complexity to the Project. The Sustainability Manager shall also demonstrate the ability to work effectively with both design and construction staff.

**Minimum Period of Availability:** From Commercial Close through completion of construction of the Public Elements and the Private Development.

**To be seconded to/employed by:** Developer

**Name:**

**Community Engagement and Outreach Manager**

**Position Description:** Responsible for overseeing all Developer communications efforts during construction, operations, and maintenance.

**Qualifications:** The Community Engagement and Outreach Manager shall have: (i) a minimum of seven (7) years’ professional experience working on design-build construction projects and a practical understanding of construction schedules, MOT plans, and work performance processes; (ii) experience with, and understanding of, complexities and importance of maintaining good relationships between the Project and government, businesses, residents, the general public, and other stakeholders; and (iii) experience with implementing communication and public involvement plans on projects of similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Commercial Close to the end of the Term.

**To be seconded to/employed by:** Developer

**Name:**

**Health, Safety, Security, and Environmental (HSSE) Manager**

**Position Description:**

**Qualifications:**

**Minimum Period of Availability:**

**To be seconded to/employed by:**

**Name:**
Schedule 32
Part A: Proposal Extracts

[To be inserted based on Preferred Proposer’s Proposal]
Part B: ATCs and AFCs

[To be inserted based on Preferred Proposer’s Proposal]
### 1. GENERAL INDEX

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<td>ROCIP Insurance Manual for Tier 1 – National Western Center, October 2019 Draft</td>
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<td>Minimum Wage Protections for Workers Associated with City Contract – Ordinance, City and County of Denver Available as attachment 5 at <a href="https://denver.legistar.com/LegislationDetail.aspx?ID=3865685&amp;GUID=A5BA5B41-5A19-44AB-92EF-D5BCE2BD9559">https://denver.legistar.com/LegislationDetail.aspx?ID=3865685&amp;GUID=A5BA5B41-5A19-44AB-92EF-D5BCE2BD9559</a></td>
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<td>National Western Center Architectural Character, MIG, September 2018</td>
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### Project Agreement

**Schedule 33, Reference Documents**

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<td>Triangle Site Constraints Key</td>
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<td>Large Development Review and Infrastructure Master Plan and Regulations Draft, June 26, 2019 Available at <a href="https://www.denvergov.org/content/dam/denvergov/Portals/646/documents/Zoning/other_regulations/LDR_IMP_RR_Draft_062619.pdf">https://www.denvergov.org/content/dam/denvergov/Portals/646/documents/Zoning/other_regulations/LDR_IMP_RR_Draft_062619.pdf</a></td>
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#### Schedule 33, Reference Documents

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National Western Center Triangle Project
Addendum #2
March 5, 2020
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City and County of Denver
National Western Center Triangle Project
Schedule 33-32

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March 5, 2020
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