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 (the “WSSA”), 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 [ ], 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 23, 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 [ ], 2019, and a draft of this Agreement, first issued on December [ ], 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.

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.
Project Agreement

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, Section [ ]. of 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, but not limited to, 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 Sections 5.4 and [ ] 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 [ ]. of Schedule 2 is true and correct as of the Effective Date, in accordance with Section [ ]. 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 [ ]. of Schedule 2 is true and correct as of the Effective Date and, in accordance with Section [ ]. 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
Project Agreement

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 Potential 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 Potential 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\(^1\) (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 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

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 Potential 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 Potential Private Development Parcel at the time the same first became subject to Developer’s Possession or Developer first acquired any interest or right therein.

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\(^1\) The City is considering the possibility of a process for clearing certain title conditions identified during the RFP diligence process.
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 Potential 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 Potential Private Development Parcels is contingent on satisfaction of the conditions set out in Schedule 14, including as referenced in Sections [], thereof;

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, 18, 20, and, [ ], the Developer’s Project License and Private Development Rights and its rights with respect to the City-Provided Site Areas including Potential 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 future 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]:

   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 in Annex C from time to time; and

   b. the City shall transfer ownership of each Potential Private Development Parcel to the Developer, the Lead Real Estate Developer, or either of their designees, transferees, or

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2 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.
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 Potential 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**]; 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

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3 Under continued review in light of the OCIP and pending release of Schedule 7.
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 Potential Private Development Parcel that Developer does not own in fee, and shall, without limiting its obligations under Section 15.5.1.b, 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 Potential 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 Potential 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 Debt Providers 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 Sections [], of Schedule 14 as a result of a Developer failure to comply as provided therein, 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 [but not the Private Development]. 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 Schedule[s] [].

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 “[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

The Developer hereby undertakes to perform the Work pursuant to and in compliance with:

a. the terms, conditions, and requirements of this Agreement;
b. the Project Standards;
c. Law, including all Environmental Laws, all other such Laws relating to safety and the protection of health and the Environment, and the ADA
d. all Permits with respect thereto in effect from time to time; and
e. Good Industry Practice.

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 Sections [ ]. of Schedule 14 with respect to the Developer's failure to achieve any Private Development Milestone;
   ii. under Sections [ ]. of Schedule 14 with respect to the Developer's failure to [ ]; and
   iii. under Sections [additional potentially relevant provisions under review] 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;
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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 each as defined below:
   
   i. the “D&C Period” means the period beginning on the date of issuance of NTP1 in accordance with Section [ ] of Schedule 3 and ending on the Substantial Completion Date;
   
   ii. the “O&M Period” means the period beginning on the Calendar Day after the last day of the D&C Period, which is the Substantial Completion Date, and ending on the earlier of the Expiry Date and the Termination Date; and

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:

   i. the “Early O&M Period” means the period beginning on the Project License Start Date for the first Phase 1 & 2 Incorporated Element to achieve such date and ending on the last day of the D&C Period, which is the Substantial Completion Date; and

   ii. [the “Private Development Period” means the period beginning on the date of the Initial Takedown anticipated to occur on or about the Financial Close Date and ending on the earliest of [the Developer’s loss of Future Takedown Rights pursuant to Section [ ] of Schedule 14,] the Expiry Date, and the Termination Date].

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 “NTP1 Conditions” as defined and in accordance with Section [ ] of Schedule 3;

   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 Section [ ] of Schedule 3.

c. On and from the date of issuance of NTP1 until issuance of NTP2 in accordance with Section [ ] of 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” as defined and in accordance with Section [ ] of Schedule 3;
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 Section [ ]. of Schedule 3. Thereafter, once [ ] occurs, the Developer shall perform the Early O&M Work on and from (but, subject to the above, not prior to) [ ].

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 Facility that is a Phases 1 & 2 Incorporated Element or a Triangle Public Element subject to and in accordance with Section [ ]. of Schedule 4 by the applicable Occupancy Readiness Deadline (if any);

ii. Substantial Completion in accordance with Section [ ]. of Schedule 4 by the Baseline Substantial Completion Date; and

iii. Final Acceptance in accordance with Section [ ]. of 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 Streets and Utility Owner Infrastructure within the Triangle to the City (or its designee) and the relevant Utility Owners in accordance with [ ], at which time such shall automatically become Triangle Retained Elements and Warranted 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 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 any Permit (or for any proposed termination, modification, renewal, extension, or waiver of a Permit) which Permit relates to the Work and not solely Private Development on the Private Development Area, [and excluding [ ]], the Developer shall first submit the same application, together with any supporting environmental or other relevant studies, analyses, and data, to the City for Approval.

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 will 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 will 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 will 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 will 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 will comply with Schedule 11 with respect to preparing and making Submittals.

5.9. Safety and Security Measures and Access

5.9.1. 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.

5.9.2. 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 Streets, 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.

5.10. Drugs and Tobacco

5.10.1. 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.

5.10.2. 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 [and on any Private Development Parcel during construction activities thereon]. 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. General Obligations

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 procure, install, and commission the FF&E in accordance with Section [ ]. of Schedule 15, and in accordance with the following:

i. Developer shall provide the City with one (1) year’s prior written notice (each, an “Anticipated Occupancy Readiness Date Notice”) of the date on which Developer expects to achieve Occupancy Readiness with respect to each Facility.

ii. Within 60 Calendar Days following receipt of any Anticipated Occupancy Readiness Date Notice with respect to a Facility, the City will 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 Section [ ]. of Schedule 15.

6.2. Schedule Matters

6.2.1. Project Schedule

a. The Occupancy Readiness Deadline, Project Milestone Completion Date, 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 Milestones shall only be extended pursuant to Section [ ]. of Schedule 14.

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 Supernving 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 as 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 Debt Providers 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 oblige, the City shall be an additional oblige, and the Debt Providers 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.

City and County of Denver
National Western Center Triangle Project

December 11, 2019

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6.4. Warranty

6.4.1. Warranty of Warranted Elements

The Developer warrants that each Warranted 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 Warranted 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 Warranted 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 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 Warranted Element, or at such time as the City, such Campus Partner, or such other Person, takes control of the Warranted 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 Project Element under Section 6.4.1 shall commence on the
Substantial Completion Date and end on the latest of:
   i. the second 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 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 Warrantied 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 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 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 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:
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. **General Obligations**

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.

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 will be comprised of Developer Events and Non-Developer Events.

7.3. **Utilities and Energy**

The Developer shall utilize the [Campus Energy System] for the Triangle Incorporated Elements in accordance with Section [X] of Schedule 15.²

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, FFG&E, and installation of improvements in the 1909 Building (the “1909 Building Allowance”) which allowance will be subject to this 8.1.2. The City shall in its discretion direct the Developer

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² Currently the City anticipates that the Developer will perform all Utility Work. However, the City is considering undertaking certain early relocations. Details regarding any such undertaking will be provided in a subsequent Addendum, and would be paired with customary Supervening Event protection for failures to timely complete such work.

² Campus Energy System pricing and specifications to be provided in a subsequent Addendum.
to undertake such fit-out, FFG&E, and improvements by and for the 1909 Building Operator, in particular stalls and other vertical elements on the market floor, in accordance with Section 3 of Schedule 15, the Developer shall undertake and complete the same as part of the D&C Work.

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 will 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. [fees, charges, or revenues derived from event, Facility, or other Project-related sponsorships, including any monetization of naming rights for the same;]

ii. any form of naming right, sponsorship or advertisement (other than [limited allowances e.g. in the area of advertising under consideration for a ] non-revenue generating signage for wayfinding and public information to the extent permitted or required in Schedule [ ]);]

iii. [limits on enforcement fees; limited allowance for delegated authority to enforce certain fees and charges, e.g. for parking, as permitted by City ordinance to be added in a subsequent Addendum];

iv. [revenues of a type permitted as Developer-Retained Revenues, but resulting from fees, charges, or rates in excess of those permitted and/or derived from any Developer Fault Event];

v. monetization of Privacy Records;

vi. revenues from transit facilities or services;

vii. fees for the installation of utilities or similar services;

viii. TIF or Metro District levy as described in Sections [ ]. of Schedule 14;

ix. Seat Tax;

x. Community Investment Fund Round-Up Revenues;

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

xii. revenues generated by Non-Developer Events except as permitted in accordance with Section [ ]. of Part B of Schedule 18;

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6 To be refined and expanded in a subsequent Addendum.
xiii. any fee or charge for entry to or exit from the NWC Campus or the Site imposed on Users;

xiv. 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;

xv. vending or merchandizing of goods and services other than [ ];

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

xvii. any other source of revenue prohibited under Section 8.1.1; or

xviii. [ ],

and any fees, charges or revenues actually collected by the Developer in contravention of the foregoing will 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 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, interference with, or inconvenience the generation, collection, remission, and enforcement of any such Project 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

Notwithstanding any other term, provision, or condition herein, all City payment obligations under this Agreement shall be limited to the funds appropriated or otherwise made available by the Denver City Council, paid into the Treasury of the City and encumbered for this Agreement.

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

b. 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 will cause the aggregate amount payable for design and construction work to exceed the amount appropriated and encumbered.

c. It shall be the responsibility of the Developer to verify that the amounts already appropriated and encumbered for the applicable design and construction work are sufficient to cover the entire cost of any such work, and any such work undertaken or performed in excess of the amount appropriated and encumbered is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Developer’s sole risk and expense.

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, interfere 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 Section [ ] of 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:

<table>
<thead>
<tr>
<th>Event</th>
<th>Definition / Description</th>
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</thead>
<tbody>
<tr>
<td>(1) Changes and Directives</td>
<td>Subject to Section 5.7.1.b with respect to changes or additions to, or replacements of, a Project Standard, each of:</td>
</tr>
<tr>
<td></td>
<td>(a) delivery of a Change Directive by the City; and</td>
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<td></td>
<td>(b) a City Change documented in a Change Order.</td>
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<tr>
<td>(2) City Events.</td>
<td>Any:</td>
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<td>(a) any material breach of this Agreement or of Law by City that is not otherwise a Supervening Event;</td>
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<td></td>
<td>(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 and budgeted by the City at the relevant time;</td>
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<td>(i) police;</td>
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<td>(ii) firefighting;</td>
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<td>(iii) emergency and medical/rescue response;</td>
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<td>(iv) public street maintenance comprised of street sweeping, snow removal, and pot hole / street repair;</td>
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<td></td>
<td>(v) street cleaning; and/or</td>
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<td>(vi) snow clearance,</td>
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<td>Event</td>
<td>Definition / Description</td>
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<td>in each case excluding:</td>
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<td></td>
<td>(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</td>
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<td></td>
<td>(ii) the exercise of any discretionary law enforcement, subpoena or investigatory powers as permitted under this Agreement or applicable Law;</td>
</tr>
<tr>
<td>(c)</td>
<td>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:</td>
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<td>(i) this Agreement and each Third Party Agreement;</td>
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<td></td>
<td>(ii) Law;</td>
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<td></td>
<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></td>
<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>
</tr>
<tr>
<td>(d)</td>
<td>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>
</tr>
<tr>
<td>Event</td>
<td>Definition / Description</td>
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<tr>
<td>(e)</td>
<td>Release of Hazardous Substances by the City;</td>
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<td>(f)</td>
<td>any uncovering of the Work to the extent such would qualify as a Compensation Event pursuant to Section 12.1.b</td>
</tr>
<tr>
<td>(g)</td>
<td>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>
</tr>
<tr>
<td>(h)</td>
<td>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>
</tr>
<tr>
<td>(i)</td>
<td>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>
</tr>
<tr>
<td>(j)</td>
<td>[additional events under consideration for a subsequent Addendum].</td>
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</table>

(3) Phase 1 & 2 Incorporated Element Events

<table>
<thead>
<tr>
<th>Any:</th>
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<tbody>
<tr>
<td>(a)</td>
<td>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 Reference Documents that is a Phases 1 &amp; 2 Incorporated Element which manifests itself as of the License Start Date; and/or</td>
</tr>
<tr>
<td>(b)</td>
<td>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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<tr>
<td>(i)</td>
<td>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>
</tr>
<tr>
<td>(ii)</td>
<td>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>
</tr>
</tbody>
</table>

(4) Compensable Change in Law

| Any Change in Law not made in response to any Developer Fault Event: |
Event | Definition / Description
--- | ---
(a) | the terms of which only apply to:
   (i) | the Project, or the Project (but not exclusively to the Private Development) and Similar Projects; and/or
   (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
(b) | that requires a material change in the quantity of physical elements of the D&C Work, or that requires the addition of new physical elements to be incorporated into the scope of the D&C Work (excluding, for certainty, the Private Development), 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 in each case excluding any Change in Law to the extent such is made in response to any Developer Fault Event.
(5) Unexpected Geological Conditions | 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&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.
(6) Unforeseen Historical or Natural Conditions | The encountering or discovery in carrying out the D&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.

(7) Unexpected Utility Impairment

Subject to the additional conditions set out immediately below, the encountering or discovery in carrying out the D&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 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 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, which for such purposes the following shall be deemed to
<table>
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<th>Event</th>
<th>Definition / Description</th>
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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 in the definition of Unforeseen Historical or Natural Condition at the Site, and provided further |

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 ductbanks, 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 construction of the type indicated therefore in the Reference Documents.
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<th>Event</th>
<th>Definition / Description</th>
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<tr>
<td>(9) Unexpected Environmental Impairments</td>
<td>The encountering or discovery of any</td>
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<td>(a) any subsurface conditions that evidence or exhibit (visually or otherwise) contamination by Hazardous Material;</td>
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<td></td>
<td>(b) any underground storage tanks or evidence of any contamination that may be associated with or caused by any underground storage tanks;</td>
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<td></td>
<td>(c) any utility conduits or drains that evidence or exhibit (visually or otherwise) contamination by Hazardous Materials; and</td>
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<td></td>
<td>(d) any Hazardous Substance on any portion of the Site which is not a Potential 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):</td>
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<tr>
<td></td>
<td>(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;</td>
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<td></td>
<td>(ii) that are in soil or surface water, but not groundwater; and</td>
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<tr>
<td></td>
<td>(iii) which requires Developer’s performance of work pursuant to Section 10.1 of Schedule 15, provided that any such encounter or discovery differs materially from those indicated in the Reference Documents, 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>
</tr>
<tr>
<td>(10) Utility Agreement Events</td>
<td>Except to the extent such otherwise constitutes a “Utility Delay” or a “Third-party Utility Delay” which constitutes a defined Relief Event, any:</td>
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<td>Event</td>
<td>Definition / Description</td>
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<tr>
<td>(11) Railroad Agreement Events</td>
<td>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 Delay 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 or DRIR, as applicable.</td>
</tr>
<tr>
<td>(12) Third Party Agreements</td>
<td>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.</td>
</tr>
<tr>
<td>(13) City Generator Status Liability</td>
<td>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.</td>
</tr>
<tr>
<td>(14) Legal Actions Due to City Fault</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 as a direct result of an act or omission by the City.</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: (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>
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<tr>
<td>Event</td>
<td>Definition / Description</td>
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<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>
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</tbody>
</table>
| (16) Phases 1 & 2 Facility Modifications | Any Facility that is a Phases 1 & 2 Incorporated Element is made available to the Developer on the Project License Start Date in a condition that:  
(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  
(b) additional assurances, including regarding scope modifications to the Phases 1 & 2 Facilities occurring after the Setting Date under consideration pending finalization of approach to delivery and handover of such Facilities to the Developer. |
| (17) Extended Events | 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. |

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>
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<tr>
<th>Event</th>
<th>Definition / Description</th>
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</table>
| (1) Force Majeure Events | 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; |
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<tr>
<th>Event</th>
<th>Definition / Description</th>
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<tr>
<td>(h)</td>
<td>geomagnetic storm; or</td>
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<td>(i)</td>
<td>earthquake,</td>
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<td></td>
<td>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>
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<td></td>
<td>(a) occurring in or directly affecting the Denver metropolitan area;</td>
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<td></td>
<td>(b) 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>
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<td>(c) which prohibits work on critical path activities.</td>
</tr>
<tr>
<td>(3) Campus Partners Events</td>
<td>Any:</td>
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<td></td>
<td>(a) 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></td>
<td>(b) 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></td>
<td>(a) any unusual and unreasonable delay by a Utility in performing any work required to performed by it, or in reviewing or approving any Submittal required to be reviewed or approved by it; or</td>
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</tbody>
</table>
|       | (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
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<th>Event</th>
<th>Definition / Description</th>
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<tr>
<td>(4)</td>
<td>written specifications, standards of practice, and construction methods.</td>
</tr>
</tbody>
</table>
| (5) Railroad Delay | Excluding in relation to any Private Development, the extent not otherwise constituting a breach of any Railroad Agreement by a Railroad: 
- 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 
- 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: 
- the Agreement included sufficient time in the Project Schedule for the processing and approval thereof in accordance with Good Industry Practice; and 
- the Developer diligently pursued such Permit. |
| (7) Non-Compensable Change in Law | 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. |
| (8) No-fault Legal Actions | 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. |
| (10) Damage to the Project | Any incident of accidental physical damage to any element of the Project (excluding to the Private Development, and any |
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 12.6.1.

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 extentDeveloper 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...]

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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 Section 12.2, 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 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:

a. occurred prior to the Project Schedule Milestone Completion Date with respect any Project Milestone, then such Project Schedule Milestone Completion 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;

b. 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;

c. 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

d. 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.

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 Compensable Costs 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 borne 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 Compensable 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 Compensable 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:

i. 45 Calendar Days after such net amount (or any part thereof) has been Agreed or Determined; and

ii. 5 Working Days prior to the date that such Delay Financing Costs become due for payment or repayment by Developer pursuant to the Financing Documents.

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 [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 Net Cost Impact or any adverse Net Revenue Impact exists or will arise from a qualifying Compensation Event, the following shall apply.

i. The City at its election may, and the Developer will, 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 will be calculated based on the sum of (I) any adverse Net Cost Impact and (I) any adverse Net Revenue Impact for each year that there is an impact attributable to such
Compensation Event, provided, that, any Net Cost Savings and positive Net Revenue Impact attributable to such Compensation Event will be used to decrease the amount of the Economic Impact. The calculation of the Economic Impact will be based on the difference in the projected cost and revenue related to the Project immediately prior to the occurrence of the Compensation Event and the projected cost and revenue related to the Project after taking into account the impact of the Compensation Event.

iii. Following the calculations pursuant to the foregoing, the Developer will incorporate such calculations into the proposed [Base Financial Model Update] and will provide such proposed Base Financial Model Update to the City.

iv. The Economic Impact will be net of all applicable insurance deductibles.

v. The Developer will take all steps reasonably necessary to mitigate the amount of any adverse Net Cost Impact and any adverse Net Revenue 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 will 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 Net Cost Saving exists or will arise from a Compensation Event, the following shall apply.

i. The City at its election may, and the Developer will, 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 Net Cost Saving being Agreed or Determined, the City will decide on the percentage share of each that it desires as compensation, up to 100% of the applicable Net Cost Savings. For notices given by the Developer, following a determination of the Net Cost Saving by mutual agreement or the Dispute Resolution Procedure, the City and the Developer each will receive 50% of the applicable Net Cost Savings. The Developer will compensate the Department in an amount equal to the applicable percentage, provided that when adverse Economic Impact and Net Cost Saving are payable in the same time period, such amounts will 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:

i. funding from the Debt Providers, 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 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 “[ ]” 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. Developer shall ensure that Key Personnel are at all relevant times (as determined by reference to the periods set out in Schedule 35) 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, 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
14.2. General Personnel Requirements

a. 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.

b. 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.

c. 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.

14.3. 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.

14.4. 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 14.4. 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.

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

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (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 Developer shall not relieve 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 Acceptance:

a. [ ];
b. [ ]; and

c. [ ],

provided that the City’s Acceptance of the Developer’s entry into the foregoing Subcontracts with the above named Subcontractors does not and will 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.

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. 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 Acceptance 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 Debt Providers’ 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 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.

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;

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

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

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

b. If any lien on funds or other claim is given, made or filed against the City or Project by any contractor in connection with the performance of any portion of the Work, including the supply, furnishing or delivery of materials, equipment, labor and/or services, the Developer shall promptly procure one or more bonds as necessary to release such claim within 10 Calendar Days of the filing or receipt of same. All bonds furnished pursuant to this provision shall satisfy statutory requirements applicable to the subject lien on funds or other claim, for release of same, including Colorado Revised Statutes Sections 38-26-105 through 38-26-110.

15.5.2. Retainage

a. The Developer shall be required to deduct and retain a total of 5% from the total amount of all payments to Subcontractors.

b. If the Developer or the City receives a Subcontractor Claim from any Subcontractor, such party shall promptly notify the Developer 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 the amount of such Subcontractor Claim in a separate Developer account maintained solely for the purpose of paying the Subcontractor Claim should it ultimately be determined to be valid. The Developer’s obligation to deposit and maintain funds as provided herein shall continue until Final Acceptance.

d. The Developer shall maintain the full amount of the Subcontractor Claim in the designated account until the Subcontractor Claim is settled or resolved.

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

f. None of the provisions of this section 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 determined], 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 his 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 [ ];

   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 Section [ ] of Schedule 9.

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:

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7 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.
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 Debt Providers 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 Debt Providers, 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, the 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 will 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 will result in waiver of claims and privilege.

f. The City will 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:
Project Agreement

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 Accepted pursuant to Section 17.b or, prior to Acceptance of such protocol, among Developer-Related Entities, their Debt Providers, 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. complies 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 Section [ ]. of 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 continuation of such breach for more than 30 consecutive Calendar Days after the date of service of the Initial Warning Notice or reoccurs three or more times in any six consecutive month period after the date of service of the Initial Warning Notice, then such breach 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. Any Final Warning Notice served by the City to Developer shall:
   i. specify that it is a Final Warning Notice;
   ii. state that the breach specified has been the subject of an Initial Warning Notice; and
   iii. 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. there are material Defects in the Work;

iii. any Developer Default has occurred and not been cured;

iv. 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

v. Developer has materially failed to comply with this Agreement (other than with respect to any breach that constitutes a Failure) which failure remains uncurbed, 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.

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 will 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 will 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 will prevent damage, loss or injury to the Project, and will 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.

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 s [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 will 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 will 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
Project Agreement

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 was directly caused by:

a. a Supervening Event;

b. a City Default; or

c. the willful misconduct or sole negligence of such Indemnified Party.
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:
   i. where Developer (or its insurer) has given its prior written consent to such settlement, which consent shall not be unreasonably withheld;
   ii. with respect to any settlement made pursuant to Section 22.5.1.c.iv; or
   iii. where the settlement is approved by a court of competent jurisdiction and such court approval has become final and binding.

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
23. INSURANCE COVERAGE AND CLAIMS

[The City-Provided Insurance Policies to be described in Schedule [7] will be procured and maintained by the City pursuant to a Rolling Owner-Controlled Insurance Program (“ROCIP”), or such alternative or replacement insurance policies that the City may procure that meet the applicable requirements in Schedule 7. 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. During the D&C Period, the City will provide the City-Provided Insurance Policies under the ROCIP. The ROCIP already applies to Phases 1 & 2 and shall apply to the Triangle pursuant to the terms to be set forth in Schedule 7. During the O&M Period, it is anticipated that the City will provide certain City-Provided Insurance Policies under the ROCIP. It is also anticipated that the Developer will be required to provide certain other Insurance Policies during the O&M Period, as will be described in Schedule 7. This Section 23 of the Agreement will include customary, related provisions concerning the delivery of insurance certificates, key terms and requirements for all Developer insurance policies, benchmarking, etc. A draft of Schedule 7 together with Section 23 will be provided in a subsequent Addendum.]

PART H: EQUITY AND PROJECT DEBT

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 Acceptance 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 in Private Development Control; or

B. received the prior approval of the City;

ii. after the Restricted Transfer Period, if such Equity Transfer results in a Change of Control or a Change in Private Development Control that has not been consented to by the City pursuant to Section 24.1.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 or a Change in Private Development 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) if (and only if) the City determines, acting reasonably, that:

i. the proposed transaction or transactions is or are prohibited by Law; or

ii. 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 or Change in Private Development 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 Part B of 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 Debt Providers 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 obligations pursuant to Schedule [ ] and Schedule [ ], 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.

c. In calculating any Change in Costs, Delay Financing Costs, Economic Impacts, and in assessing other adjustments to be made to the Financial Model arising from a Compensation Event, Developer shall not be entitled to take into account the financial impact up to or after the date of the Compensation Event of those risks which Developer bears under the terms of this Agreement, including (to the extent so borne by Developer under this Agreement) changes in taxation rates, inflation and the impact of any deductions made by the City pursuant to Schedule 5.

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 Base Financial Model and Base Financial Model

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

b. The Initial Base Financial Model will be updated upon Financial Close in accordance with Schedule 1 and will 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 will become the Base Financial Model Update.

c. The Developer will not cause Financial Model to contain any hidden data. The Developer will 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 will 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 Developer will 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 will provide to the City a proposed Base Financial Model Update which will (except as otherwise agreed by the Parties) include new projections and calculations, which will 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 Delay Event 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 will 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) will 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 will 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 will 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 will 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, Delay 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 will 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 will be addressed to the City, and the Department will be expressly identified therein as an entity entitled to rely upon such audit.
   c. The Developer will 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 [ ] 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 Acceptance of the City.

b. Following the completion by Developer of any City Accepted 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 Acceptance 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 Debt Providers, 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 Potential 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 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 will 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 will 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.
## Developer Defaults

<table>
<thead>
<tr>
<th>Developer Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Failures to Initiate, Progress, and Complete Work</strong></td>
<td></td>
</tr>
<tr>
<td>(1) The Developer either:</td>
<td>15 Calendar Days after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>(a) demonstrates through statements, acts or omissions an intent not to perform,</td>
<td></td>
</tr>
<tr>
<td>or continue to perform, a material part of the Work or to undertake the Private</td>
<td></td>
</tr>
<tr>
<td>Development; or</td>
<td></td>
</tr>
<tr>
<td>(b) fails to perform a material part of the Work for a continuous period of 30</td>
<td></td>
</tr>
<tr>
<td>Calendar Days (except to the extent that such failure is substantially consistent</td>
<td></td>
</tr>
<tr>
<td>with the then current Project Schedule and does not otherwise constitute a breach</td>
<td></td>
</tr>
<tr>
<td>of this Agreement).</td>
<td></td>
</tr>
<tr>
<td>(2) The Developer fails to:</td>
<td>30 Calendar Days (subject to extension in accordance with Section 29.1.2.a)</td>
</tr>
<tr>
<td>a. satisfy the “NTP2 Conditions” as defined and in accordance with Section 2 of</td>
<td></td>
</tr>
<tr>
<td>Schedule 3 on or prior to [ ];</td>
<td></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>
<td></td>
</tr>
<tr>
<td>Days after issuance of NTP2, excluding any portion of such work which was</td>
<td></td>
</tr>
<tr>
<td>authorized to be undertaken and was undertaken prior to such issuance; or</td>
<td></td>
</tr>
<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>
</tr>
<tr>
<td>(3) The Developer fails:</td>
<td>45 Calendar Days (subject to extension in accordance with Section 29.1.2.a)</td>
</tr>
<tr>
<td>a. to achieve any Project Schedule Milestone which consists of a building permit</td>
<td></td>
</tr>
<tr>
<td>approval on or prior to the applicable Project Schedule Milestone Completion</td>
<td></td>
</tr>
<tr>
<td>Date; or</td>
<td></td>
</tr>
<tr>
<td>b. to achieve Occupancy Readiness of any Facility that is subject to, and in</td>
<td></td>
</tr>
<tr>
<td>accordance with, Sections [ ] of Schedule 4 on or prior to the applicable</td>
<td></td>
</tr>
<tr>
<td>Occupancy Readiness Deadline (if any).</td>
<td></td>
</tr>
<tr>
<td>(4) There is no reasonable prospect that the Developer will achieve:</td>
<td>60 Calendar Days (subject to extension in accordance with Section 29.1.2.a)</td>
</tr>
<tr>
<td>a. any Project Schedule Milestone which consists of a building permit approval on</td>
<td></td>
</tr>
<tr>
<td>or prior to the applicable Project Schedule Milestone Completion Date;</td>
<td></td>
</tr>
</tbody>
</table>

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8 Additional Developer Default events related to Project-specific programming and operational considerations under review for inclusion in a subsequent Addendum.

9 Deadline to be added in a subsequent Addendum.
## Developer Default

<table>
<thead>
<tr>
<th>Developer Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Occupancy Readiness of any Facility that is subject to, and in accordance with, Sections 1 and 2 of Schedule 4 on or prior to the applicable Occupancy Readiness Deadline (if any); or</td>
<td>delivers notice to the Developer.</td>
</tr>
<tr>
<td>c. Substantial Completion on or prior to the Longstop Date, where &quot;no reasonable prospect&quot; shall be determined by the Technical Panel in accordance with the Dispute Resolution Procedure.</td>
<td></td>
</tr>
</tbody>
</table>

(5) The Developer fails to achieve Substantial Completion on or prior to the Longstop Date.

## Adverse Developer and Developer-Related Entity Events

(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:

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) replaced such Insolvent Financially Responsible Party with a Financially Responsible Party that is Approved by the City; or</td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
</tr>
</tbody>
</table>

(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 the avoidance or recovery of preferences for fraudulent transfers. 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.

(10) Any Developer-Related Entity commits a Prohibited Act and such entity is: None.
# Project Agreement

## Developer Default Cure Period

<p>| (a) | the Developer; or |
| (b) | any other Developer-Related Entity: |
|     | (i) acting in concert with the Developer; or |
|     | (ii) acting independently of the Developer, but with the Developer’s prior knowledge, unless the Developer promptly notifies the City and, as required by law, any other relevant Governmental Authorities of such Prohibited Act (in which case the Developer Default number (11) in this Section 29.1.1 shall apply with respect to such Prohibited Act). |
| (11) | Any Developer-Related Entity (other than the Developer) commits a Prohibited Act, Developer Default number (10) in this Section 29.1.1 does not apply, and such entity remains a Developer-Related Entity within 30 Calendar Days after the occurrence of the Prohibited Act. |
|     | 30 Calendar Days after the date on which the City delivers notice to the Developer. |
| (12) | After exhaustion of all rights of appeal, there occurs any disqualification, suspension or debarment from bidding, proposing or contracting with any City, state-level, interstate or Federal Governmental Authority (distinguished from ineligibility due to lack of financial qualifications) (any such event, an “Exclusion”) of: |
|     | (a) the Developer; |
|     | (b) any Equity Member or any Financially Responsible Party that remains such 60 Calendar Days after the date of the relevant Exclusion; |
|     | (c) any Principal Subcontractor whose work is not completed at the date of the relevant Exclusion that is not replaced with a contractor Approved by the City within 90 Calendar Days after the date of the relevant Exclusion; or |
|     | (d) any other Developer-Related Entity whose work is not completed at the date of the relevant Exclusion and that remains a Developer-Related Entity 90 Calendar Days after the date of the relevant Exclusion. |
|     | None. |
| (13) | An Organizational Conflict of Interest was known, or should have been known, and was not disclosed to the City pursuant to the ITP before the Effective Date. |
|     | None, in the case of fraud, or criminal conduct. Otherwise, 30 Calendar Days (subject to extension in accordance with Section 29.1.2.a) |</p>
<table>
<thead>
<tr>
<th>Developer Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<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</td>
<td>15 Calendar Days after the date on which the City delivers notice to the</td>
</tr>
<tr>
<td>to the City pursuant to or in relation to this Agreement, including with respect</td>
<td>Developer.</td>
</tr>
<tr>
<td>to any Private Development, when due (unless such payment is the subject of a</td>
<td></td>
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<tr>
<td>good faith Dispute).</td>
<td></td>
</tr>
<tr>
<td>(15) The Developer fails to comply with any Governmental Approval, Permit or Law,</td>
<td>30 Calendar Days (subject to extension in accordance with Section 29.1.2.a)</td>
</tr>
<tr>
<td>or any Environmental Requirement, in any such case in any material respect.</td>
<td>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</td>
<td>15 Calendar Days after the date on which the City delivers notice to the</td>
</tr>
<tr>
<td>Section 21.3 and such failure directly results in a material and ongoing risk to:</td>
<td>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</td>
<td>None.</td>
</tr>
<tr>
<td>determined in accordance with Section [ ]. of Schedule 5.</td>
<td></td>
</tr>
<tr>
<td>(18) The occurrence and continuation of breach by Developer that was the subject</td>
<td>None.</td>
</tr>
<tr>
<td>of a Final Warning Notice and which either continued more than 30 consecutive</td>
<td></td>
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<tr>
<td>Calendar Days after the date of service of the Final Warning Notice or occurred</td>
<td></td>
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<tr>
<td>two or more times within the six consecutive month period after the date of service</td>
<td></td>
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<tr>
<td>of the Final Warning Notice.</td>
<td></td>
</tr>
<tr>
<td>(19) The Developer fails to cure any Private Development default under Section</td>
<td>30 Calendar Days (subject to extension in accordance with Section 29.1.2.a)</td>
</tr>
<tr>
<td>[ ]. of Schedule 14 in accordance with the provisions governing cure set out</td>
<td>after the date on</td>
</tr>
<tr>
<td>therein.</td>
<td></td>
</tr>
<tr>
<td>Developer Default</td>
<td>Cure Period</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>(20) The Developer fails to comply with Section [provision that expressly provides for default / termination rights] and Developer Default arises under the terms of such provision.</td>
<td>30 Calendar Days after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>(21) The Developer fails to comply with its obligations under Sections 16, 17 or 18</td>
<td>30 Calendar Days after the date on which the City delivers notice to the Developer.</td>
</tr>
</tbody>
</table>

**Restricted Assignments and Transfers**

<p>| (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: | 15 Calendar Days after the date on which the City delivers notice to the Developer. |
| (a) fails to comply with, or allows the Led 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 an Takedown Parcel set out in Section [.]. of Schedule 14; or | |
| (iii) the restrictions on a Change of Control of the Lead Real Estate Developer set out in Section [.]. of Schedule 14; | |
| (b) fails to pay the City any amount due with respect to any permitted sale of a transferred Takedown Parcel in accordance with Section [.]. of 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 transaction intended to evade such restrictions or payment obligations. | |</p>
<table>
<thead>
<tr>
<th>Developer Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<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, schedule,</td>
<td>after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>report, instrument, agreement or other document delivered by or on behalf of the</td>
<td></td>
</tr>
<tr>
<td>Developer to the City pursuant to this Agreement (including by the Lead Real</td>
<td></td>
</tr>
<tr>
<td>Estate Developer), is false, misleading or inaccurate in any material respect</td>
<td></td>
</tr>
<tr>
<td>when made or omits material information when made.</td>
<td></td>
</tr>
<tr>
<td>(26) The Developer fails to procure or maintain any Contractor Bond required to</td>
<td>None.</td>
</tr>
<tr>
<td>be procured and maintained pursuant to Section 6.3 (other than due to the provider</td>
<td></td>
</tr>
<tr>
<td>of any such bond ceasing to qualify as an Eligible Surety or an Eligible Financial</td>
<td></td>
</tr>
<tr>
<td>Institution).</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 Bond</td>
<td>Developer.</td>
</tr>
<tr>
<td>ceases to qualify as an Eligible Surety or an Eligible Financial Institution.</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 required</td>
<td></td>
</tr>
<tr>
<td>under, this Agreement (other than any non-material deviation from the requirements</td>
<td></td>
</tr>
<tr>
<td>of this Agreement pertaining to the amounts or terms of such Insurance Policy) and</td>
<td></td>
</tr>
<tr>
<td>such failure continues for 15 Calendar Days.</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>(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 Credit</td>
<td>Developer.</td>
</tr>
<tr>
<td>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, provided that no such failure shall constitute a Developer</td>
<td></td>
</tr>
<tr>
<td>Default if such failure occurs and is continuing during the period</td>
<td></td>
</tr>
</tbody>
</table>
## Developer Default

<table>
<thead>
<tr>
<th>Developer Default</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>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>
<td>15 Calendar Days after the date on which the City delivers notice to the Developer.</td>
</tr>
<tr>
<td>(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.</td>
<td>15 Calendar Days after the date on which the City delivers notice to the Developer.</td>
</tr>
</tbody>
</table>

## Material Breach

<table>
<thead>
<tr>
<th>Material Breach</th>
<th></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>
<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>
<tr>
<td>(a) constitutes a Developer Default under any other paragraph of this Section 29.1.1;</td>
<td></td>
</tr>
<tr>
<td>(b) constitutes a Private Development default under Section [ ], of Schedule 14 except to the extent provided for in Developer Default number (19) in this Section 29.1.1;</td>
<td></td>
</tr>
<tr>
<td>(c) constitutes a Failure;</td>
<td></td>
</tr>
<tr>
<td>(d) results in the accrual of Deductions; or</td>
<td></td>
</tr>
<tr>
<td>(e) arises due to a Supervening Event.</td>
<td></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:

- 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:

  - the later of the date on which the City rejects such plan and the end of the Developer Default Cure Period absent any extension;
  - 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 will 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 Debt Providers’ rights pursuant to the Debt Providers 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 Section [ ] of 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 Section [ ]. of Schedule 14 as set out in Section [ ]. of 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</td>
<td>45 Calendar Days (subject to extension in accordance with</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 will 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 $[ ], 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

City and County of Denver
National Western Center Triangle Project

December 11, 2019
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 Section [] of 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 Debt Providers 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 Guarantor, 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 for Convenience

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 Section [] of Schedule [7] within the time period provided in Section 30.3.c.

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 will 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 for convenience 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 Debt Providers’ rights pursuant to the Debt Providers 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 Debt Providers 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 Section [ ]. of Schedule 6 within the time period provided in Section 30.3.c.

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 Section [ ]. of Schedule 6 within the time period provided in Section 30.3.c.

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 Section [ ]. of Schedule 6 within the time period provided in Section 30.3.c.

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 [create Title 32 Districts pursuant to Section [ ]. of Schedule 14 by the deadline set out in such Section] and such failure has continued for [30] Calendar Days, the City may, in its discretion and subject to the Debt Providers 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 Section [ ]. of Schedule 6 within the time period provided in Section 30.3.c.

30.2.6. Termination for Extended Events

a. [In a subsequent Addendum once the City has received initial feedback on the lists of Supervening Events the City will add a mechanism for extended Relief Events to lead to a termination right for the Parties and, in certain cases where the City may elect to continue the Agreement, to convert to Compensation Events]
b. As a consequence of any Termination for Extended Events, the City shall pay the Termination Amount to the Developer as determined pursuant to Section [ ]. of Schedule 6.

30.3. Consequences of Termination; Payment of Termination Amount

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.

c. 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.

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,

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 Debt Providers 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;¹⁰

ii. to the extent not effected pursuant to any assignment and transfer made pursuant to Section 32.2.i, all Governmental Approvals and 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 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

¹⁰ Schedule 12 to include a required flow-down of this provision.
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 (including any Campus Contractor) and/or any replacement contractor; and

v. facilitate such interviews of individual employees for post-expiry or termination positions with the City and/or its designee (including any Campus Contractor) and/or any replacement 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 (including any Campus Contractor) or replacement 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 will 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;
Project Agreement

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. [ ]; 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
   iii. any Party’s liability for Losses arising out of fraud, willful misconduct, criminal conduct, recklessness, bad faith, or gross negligence on the part of the relevant Party (including, with respect to Developer, that of any other Developer-Related Entity).
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 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 (each an “Intellectual Property Escrow Agent”), and establish one or more escrows (each an “Intellectual Property Escrow”) with the Escrow 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 Intellectual Property 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 Intellectual Property Escrow Agent. Each escrow agreement shall provide that neither the Developer nor the relevant Intellectual Property 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; WAIVER OF JURY TRIAL

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 33.
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 [ ]. 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:
      i. any objection it may have at any time to the laying of venue of any such action or proceeding in such court in accordance with this Section 35.3;
      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.

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.\(^\text{11}\)

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 agreements.

\(^\text{11}\) 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.
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’ Authorized Representatives:

a. Change Orders and Change Directive;

b. an agreement to resolution of a Supervening Event Claim;

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’s Authorized 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;
Project Agreement

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 “will” 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.

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”, “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 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 reasonable 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

---

12 Addition of indexation formula, selection of Index, and alignment with Schedule, under review for refinement in a future Addendum.
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.

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 Governmental Approvals, 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:
Project Agreement

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 Section [ ] 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 relevant to the Project, including the Campus, the Site, the Triangle, and Phases 1 & 2; 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, the Triangle, and Phases 1 & 2

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>NWC Campus and Site</td>
<td>“NWC Campus” means the area approximately corresponding to the “NWC Campus” referenced in the Recitals which is comprised of the following:</td>
</tr>
<tr>
<td></td>
<td>a. Triangle;</td>
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<td>b. Phases 1 &amp; 2;</td>
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<td></td>
<td>c. Former Bus Barn Site;</td>
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<td></td>
<td>d. RTD Plaza;</td>
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<td></td>
<td>e. Area Under I-70</td>
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<td></td>
<td>f. BNSF / RTD Rail Line;</td>
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<td></td>
<td>g. DRIR Rail Line; and</td>
</tr>
<tr>
<td></td>
<td>h. Non-Developer Campus Area.</td>
</tr>
</tbody>
</table>

| “Site”                      | 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:                                               |
|                             | a. the “City-Provided Site Areas” comprised of:                                                                                                                                                    |
|                             | i. Triangle Incorporated Elements;                                                                                                                                                                   |
|                             | ii. Phases 1 & 2 Incorporated Elements;                                                                                                                                                              |
|                             | iii. Former Bus Barn Site, but with effect only from the applicable License Start Date and only until the applicable License End Date; and                                                          |
|                             | b. to the extent located outside of the above elements and site, the “Developer-Provided Site Areas” comprised of:                                                                                  |
|                             | i. any temporary easement areas secured by the Developer from time to time which is required for performing the Work; and                                                                           |
### Term | Definition
---|---
“Non-Developer Campus Area” | 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, for certainty, in each case excluding any Private Development Area.

| “Non-Developer Campus Area” | means:
|---|---
| a. | CSU Buildings;
| b. | Legacy Buildings; and
| c. | Authority Control Areas.

**Triangle (and related)**

| “Triangle” | means the bounded property area southeast of the BNSF / RTD Rail Line on which the Developer shall pursue Private Development, perform D&C Work, and perform O&M Work, in each case on certain facilities and in certain areas from time to time, which area is identified in [map] [and more specifically described in [reference]].

| “Triangle Incorporated Elements” | those areas, sites, and facilities (including buildings, structures, improvements and fixtures) located within the Triangle, including from time to time:
|---|---
| a. | excluding any Triangle Retained Elements and any Private Development Parcel after conveyance to a third party pursuant to Schedule 14, each area, facility, building, and structure within the Triangle as indicated in Part 2 of this Annex A, but in each case with effect only from the applicable License Start Date and only until the applicable License End Date;
| b. | any Additional Triangle Facility; and
| c. | any Private Development Parcel prior to conveyance to a third party pursuant to Schedule 14.

| “Triangle Retained Elements” | 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:
|---|---
| a. | during the WSSA O&M Period with respect to the relevant facility:
| i. | the Events Center and Paddocks;
| ii. | the Hall of Education; and
| iii. | the 1909 Building; and
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. from and after Final Acceptance, the Public Streets and Utility Owner Infrastructure within the Triangle.</td>
<td></td>
</tr>
<tr>
<td><strong>“Triangle Public Elements”</strong></td>
<td>means the following located within the Triangle from time to time:</td>
</tr>
<tr>
<td>a. New Arena;</td>
<td></td>
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<tr>
<td>b. Expo Hall;</td>
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</tr>
<tr>
<td>c. 1909 Building;</td>
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<tr>
<td>d. Public Parking;</td>
<td></td>
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<tr>
<td>e. Public Street ROW;</td>
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<tr>
<td>f. Triangle Common Areas;</td>
<td></td>
</tr>
<tr>
<td>g. Cultural Buildings until demolished or incorporated into a Private Development Parcel, at which time such shall become part of the Potential Private Development Area, unless incorporated into the Triangle Public Elements by the Developer; and</td>
<td></td>
</tr>
<tr>
<td>h. Fuller Drug Store until Substantial Completion and subsequent Takedown of the Potential Private Development Parcel that includes the Fuller Drug Store, at which time such shall become part of the Potential Private Development Area, but in each case with effect only from the applicable License Start Date and only until the applicable License End Date.</td>
<td></td>
</tr>
<tr>
<td><strong>“Triangle Common Areas”</strong></td>
<td>means public areas, plazas, landscaped pedestrian walkways and bike paths adjacent and connecting the Triangle Public Elements.</td>
</tr>
<tr>
<td><strong>Phases 1 &amp; 2 (and related)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>“Phases 1 &amp; 2”</strong></td>
<td>means the bounded property area northwest of the BNSF / RTD Rail Line approximately corresponding to Phases 1 and 2 of the Master Plan, which area is identified in [map] [and more specifically described in [reference].</td>
</tr>
<tr>
<td><strong>“Phases 1 &amp; 2 Incorporated Elements”</strong></td>
<td>means the [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. Livestock Center;</td>
<td></td>
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<tr>
<td>ii. Stockyards Event Center;</td>
<td></td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>iii.</td>
<td>Stockyards;</td>
</tr>
<tr>
<td>iv.</td>
<td>Equestrian Center;</td>
</tr>
<tr>
<td>v.</td>
<td>Phases 1 &amp; 2 Parking Structure;</td>
</tr>
<tr>
<td>vi.</td>
<td>Phases 1 &amp; 2 Common Areas;</td>
</tr>
<tr>
<td>vii.</td>
<td>Sheep Bridge;</td>
</tr>
<tr>
<td>viii.</td>
<td>Armor Water Tower;</td>
</tr>
<tr>
<td>ix.</td>
<td>Riverfront; and</td>
</tr>
<tr>
<td>x.</td>
<td>M&amp;O Developer Portion and M&amp;O Grounds; and</td>
</tr>
<tr>
<td>b.</td>
<td>Additional Phases 1 &amp; 2 Facility.</td>
</tr>
</tbody>
</table>

"Phases 1 & 2 Retained Elements" the all areas, sites, and facilities (including buildings, structures, improvements and fixtures) located within Phases 1 & 2 which are not expressly Phases 1 & 2 Incorporated Elements from time to time, including:

- a. Legacy Building (WSSA);
- b. Mann Building;
- c. CSU Buildings;
- d. M&O Authority Portion;
- e. Riverfront Pad Site;
- f. Livestock Exchange Building;
- g. Central Utility Plant;
- h. Armor Administration Building; and
- i. any other area, site, or facility which would otherwise be a Phases 1 & 2 Incorporated Element but for the absence of the applicable License Start Date or the occurrence of the applicable License End Date.

"Phases 1 & 2 Common Areas" means public areas, plazas, landscaped pedestrian walkways and bike paths adjacent and connecting the Phases 1 & 2 Incorporated and Retained Elements.
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>Sites and Areas</td>
<td></td>
<td></td>
<td></td>
</tr>
<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 Development Map.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Beneath I-70”</td>
<td>means the area currently used for Coliseum parking which is under I-70 and as depicted on the NWC Site Development Map.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“City-Provided Site Areas”</td>
<td>has the meaning given to it in the definition of Site.</td>
<td>N/A</td>
<td>Other</td>
</tr>
<tr>
<td>“Developer-Provided Site Areas”</td>
<td>has the meaning given to it in the definition of Site.</td>
<td>N/A</td>
<td>Other</td>
</tr>
<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>“Potential Private Development Area”</td>
<td>means all Potential Private Development Parcels.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Potential Private Development Parcel”</td>
<td>means any parcel which is subject to the Initial Takedown and any Future Takedown as indicated in the Developer’s approved Development Plan, but in each case with effect only from the applicable License Start Date and only until the applicable License End Date.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td>Existing / New</td>
<td>Location</td>
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<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>“Private Development Area”</td>
<td>means all Private Development Parcels.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Private Development Parcel”</td>
<td>means any parcel that was previously part of the Potential Private Development Area which has been subject to a Takedown in accordance with Schedule 14 and is therefore no longer part of the Site.</td>
<td>N/A</td>
<td>Triangle</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 as depicted on the NWC Site Development Map.</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 on the NWC Site Development Map.</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 on the NWC Site Development Map.</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 on the NWC Site Development Map.</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 north of the existing Expo Hall as depicted on the NWC Site Development Map.</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 on the NWC Site Development Map.</td>
<td>N/A</td>
<td>Triangle</td>
</tr>
</tbody>
</table>

Facilities
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>Existing / New</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<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>“Additional Triangle Facility”</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 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>Triangle</td>
</tr>
</tbody>
</table>
### Term Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>Existing / New</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Armor Administration Building”</td>
<td>means the existing building at 5001 Packing House Road on Phases 1 &amp; 2 as depicted as on the NWC Site Development Map.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Armor Water Tower”</td>
<td>means the structure formerly located at 5001 Packing House Road on Phases 1 &amp; 2 as depicted as on the NWC Site Development Map to be relocated to the Main Campus Plaza.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Authority 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 Development Map.</td>
<td>Existing</td>
<td>Other</td>
</tr>
<tr>
<td>“BNSF / RTD Rail Line”</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 Site Plans.</td>
<td>Existing</td>
<td>Other</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 Site Plans.</td>
<td>Existing</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Coliseum Paddocks”</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>“Coliseum Parking Lot”</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>“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 Site Plans.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“DRIR Rail Line”</td>
<td>means the existing and/or proposed DRIR rail line through [ ] on the Right-of-Way as depicted on the Site Plans.</td>
<td>Existing</td>
<td>N/A</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td>Existing / New</td>
<td>Location</td>
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</tr>
<tr>
<td>“Equestrian Center”</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 Site Plans.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Events Center”</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 Site Plans.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Expo Hall”</td>
<td>means the existing building located on the Triangle with 31,750 sq ft of exhibit space, as depicted on the Site Plans.</td>
<td>New</td>
<td>Triangle</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 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>“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 Site Plans.</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 Site Plans.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Legacy Building (WSSA)”</td>
<td>means the multi-use building facility consisting of approximately 110,000 GSF in a four-story structure built immediately adjacent to, and integrated with the NWC Livestock Arena.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Livestock Arena”</td>
<td>means the building located on Phases 1&amp;2 with 3,500 fixed seats as depicted on the Site Plans.</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>
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</tr>
<tr>
<td>“Livestock Center Auction 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 Site Plans.</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 Center Auction 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 Site Plans.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Livestock Hall”</td>
<td>means the building located on Phases 1&amp;2 with 220,000 sq ft as depicted on the Site Plans.</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 [ ].</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 Site Plans.</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 Site Plans.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“M&amp;O Grounds”</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 Site Plans.</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>
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</tr>
<tr>
<td>“Main Campus Plaza”</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>Main Campus Plaza</td>
</tr>
<tr>
<td>“Mann Building”</td>
<td>means the existing building on Phases 1 &amp; 2 as depicted on the Site Plans.</td>
<td>Existing</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“New Arena”</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>“Ped Bridge Landing”</td>
<td>means the bounded area at the landing of the Pedestrian Bridge identified in [map] as depicted on [reference].</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Pedestrian Bridge”</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>“Phases 1 &amp; 2 Common Areas”</td>
<td>means areas available for use by all property owners and/or members of the public, but not including City maintained right of way.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2 Parking Structure”</td>
<td>means the Parking Garage under the Equestrian Center in Phases 1 &amp; 2.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2 Public Streets”</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>“Pond D”</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>“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>Term</td>
<td>Definition</td>
<td>Existing / New</td>
<td>Location</td>
</tr>
<tr>
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</tr>
<tr>
<td>“Public On-Street Parking”</td>
<td>means the public parking along the National Western Drive between Bettie Cram Drive and the 51st Street Bridge.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Public Plazas”</td>
<td>means the public plaza located between the Livestock Center and the Equestrian Center in Phases 1 &amp; 2</td>
<td>New</td>
<td>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>“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.</td>
<td>New</td>
<td>Phases 1 &amp; 2 and Triangle</td>
</tr>
<tr>
<td>“Public Streets and Utility Owner 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 and Triangle</td>
</tr>
<tr>
<td>“Public Structured Parking”</td>
<td>means the public parking garage(s) that support the Public Elements of the Triangle.</td>
<td>New</td>
<td>Triangle</td>
</tr>
<tr>
<td>“Riverfront”</td>
<td>means the land east of the South Platte River and west of National Western Drive.</td>
<td>New</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. [ ].</td>
<td>Existing</td>
<td>Other</td>
</tr>
<tr>
<td>“RTD Plaza”</td>
<td>means public plaza adjacent to the RTD National Western Center commuter rail station. All physical locations outside of main facilities generally available for use by more than one entity and/or available for use by members of the public located within the Triangle</td>
<td>New</td>
<td>Other</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td>Existing / New</td>
<td>Location</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>“Stockyards Auction Hall”</td>
<td>means the building located within the Stockyards Event 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 site plan Reference Document Nos. 15.00.009.01, 15.00.011.01, and 17.00.004.01.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Stockyards Event Center”</td>
<td>means together the Stockyards Show Arena and the Stockyards Auction Hall.</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 Site Plans.</td>
<td>New</td>
<td>Phases 1 &amp; 2</td>
</tr>
<tr>
<td>“Stockyards”</td>
<td>means the 20 acres to be finished concrete with water and power aprons as depicted as depicted on the Site Plans.</td>
<td>New</td>
<td>Phases 1 &amp; 2</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:

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>“1909 Building”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“1909 Building Allowance”</td>
<td>has the meaning given to it in Section 8.1.2.a.</td>
</tr>
<tr>
<td>“46th Avenue”</td>
<td>has the meaning given to it in Schedule 14 and Annex B.</td>
</tr>
<tr>
<td>“Additional Phases 1 &amp; 2 Facility”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Additional Triangle Facility”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Adjacent Community”</td>
<td>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.</td>
</tr>
<tr>
<td>“Adjacent Facilities”</td>
<td>means any existing and future:</td>
</tr>
<tr>
<td></td>
<td>a. bridge or tunnel;</td>
</tr>
<tr>
<td></td>
<td>b. highway, street, bikeway, or sidewalk;</td>
</tr>
<tr>
<td></td>
<td>c. parking lot or garage;</td>
</tr>
<tr>
<td></td>
<td>d. rail line;</td>
</tr>
<tr>
<td></td>
<td>e. other transportation facility of any mode;</td>
</tr>
<tr>
<td></td>
<td>f. right-of-way;</td>
</tr>
<tr>
<td></td>
<td>g. station or yard;</td>
</tr>
<tr>
<td></td>
<td>h. plaza or park;</td>
</tr>
<tr>
<td></td>
<td>i. utility; and/or</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
</tbody>
</table>
and anticipated facilities expressly referenced in [to specify such projects and facilities in the Reference Documents and/or in a subsequent Addendum].

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Adjacent Projects”</td>
<td>means:&lt;br&gt; 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;&lt;br&gt; b. the design, construction, programming, operation and/or maintenance of any Adjacent Facility; any/or&lt;br&gt; 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 projects and facilities in the Reference Documents and/or in a subsequent Addendum].</td>
</tr>
<tr>
<td>“Adverse Market Event”</td>
<td>has the meaning given to it in Section [ ]. of Schedule 14.</td>
</tr>
<tr>
<td>“AFC”</td>
<td>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.</td>
</tr>
<tr>
<td>“Affiliate”</td>
<td>means, in relation to any Person:&lt;br&gt; a. any other Person having Control of that Person;&lt;br&gt; b. any other Person over whom that Person has Control; and any Person over whom any other Person referenced in paragraph a. of this definition also has Control.</td>
</tr>
<tr>
<td>“Affordability Percentage”</td>
<td>means 20% Income Restricted Equivalent Units pursuant to Section 2.1 of Schedule 21.</td>
</tr>
<tr>
<td>“Agreement”</td>
<td>has the meaning given to it in the Recitals and includes each Annex and the Schedules.</td>
</tr>
<tr>
<td>“AMI”</td>
<td>means the area median income for Denver, as published by the Colorado Housing and Finance Authority (&quot;CHFA&quot;), with adjustments for household size.</td>
</tr>
<tr>
<td>“Annual APOe Reconciliation” or “AR”</td>
<td>means the figure to be paid by the Developer to the City as calculated in accordance with Section 8 or Schedule 5.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
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<td>-------------------------------------------</td>
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</tr>
<tr>
<td>“Annual Events Plan”</td>
<td>means the plan required as part of the Events Manual, the requirements of which are set out in Schedule 17.</td>
</tr>
<tr>
<td>“Annual O&amp;M and Renewal Work Report”</td>
<td>means the report required pursuant to Schedule 17.</td>
</tr>
<tr>
<td>“ANSI/ASHRAE Standard”</td>
<td>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).</td>
</tr>
<tr>
<td>“Anti-Speculation”</td>
<td>means the restriction on Developer to convey, lease, or exchange any Takedown Parcel, or portion thereof, until construction of the building depicted in the Site-Specific Development Plan for the portion of the Takedown Parcel has been completed as evidenced by the issuance of a temporary or permanent certificate of occupancy, as set forth in Section [] of Schedule 14.</td>
</tr>
<tr>
<td>“APC” or “Capital Availability Payment”</td>
<td>means the maximum Capital Availability Payment as calculated for Contract Year and pursuant to Schedule 5.</td>
</tr>
<tr>
<td>“AP O&amp;M” or “APO”</td>
<td>means the portion of the Availability Payment set forth in Section [], of Schedule 5.</td>
</tr>
<tr>
<td>“AP Renewal” or “APR”</td>
<td>means the portion of the Availability Payment set forth in Section [], of Schedule 5.</td>
</tr>
<tr>
<td>“Approval”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Approved Event”</td>
<td>means an Event which has received the approval of the Event Coordination Committee.</td>
</tr>
<tr>
<td>“Approved Development Plan”</td>
<td>has the meaning given to it in Section [], of Schedule 14.</td>
</tr>
<tr>
<td>“Approved Stage 1 Quality Management Plan”</td>
<td>has the meaning given to it in Section [], of Schedule[].</td>
</tr>
<tr>
<td>“Area”</td>
<td>means the Triangle Common Areas and Phases 1 &amp; 2 Common Areas or a room or space which is specified as such in the Area Data Sheets.</td>
</tr>
<tr>
<td>“Area Data Sheet”</td>
<td>means, with respect to an Area, the data sheet relating to such Area, as identified in Schedule [] of Schedule 15.</td>
</tr>
<tr>
<td>“Area Priority Category”</td>
<td>means the priority applied to each Area in Annex 6 of Schedule 5.</td>
</tr>
<tr>
<td>“As-Built Schedule”</td>
<td>has the meaning given to it in Section [], of Schedule[].</td>
</tr>
</tbody>
</table>
**“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 [ ].

**“Authority Innovation District”**
has the meaning given to it in Annex B.

**“Available” and “Availability”**
means:

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

c. any other policy of insurance that Developer is entitled to claim under as an additional insured.

**“Availability Deduction”**
means a financial deduction from the Availability Payment resulting from an Availability Failure, as calculated in accordance with Section [ ] of Schedule 5.

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13 Assigned prior to execution.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Availability Failure”</td>
<td>means, with respect to an Area, Unavailability of an Area.</td>
</tr>
<tr>
<td>“Availability Failure Deduction Amount”</td>
<td>means, with respect to an Availability Failure in an Area, the applicable deduction amount per Deduction Period as set forth in [ ] to Schedule 5 and escalated in accordance with Schedule 5.</td>
</tr>
<tr>
<td>“Availability Failure Service Request”</td>
<td>means a Project-Related Service Request that relates to a Performance Failure.</td>
</tr>
<tr>
<td>“Availability Requirements”</td>
<td>means the minimum requirements set forth in Schedule 5 to ensure that an Area is Available.</td>
</tr>
<tr>
<td>“Availability Payment”</td>
<td>means the amount earned in each given year by Developer as determined in accordance with Section [ ] of Schedule 5.</td>
</tr>
<tr>
<td>“Base Case Equity IRR”</td>
<td>[means the Preliminary Equity IRR as updated pursuant to Schedule 1.]</td>
</tr>
<tr>
<td>“Base Financial Model”</td>
<td>means the Initial Base Case Financial Model adjusted at Financial Close pursuant to Schedule 1.</td>
</tr>
<tr>
<td>“Base Financial Model Update”</td>
<td>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.</td>
</tr>
<tr>
<td>“Base O&amp;M Availability Payment” or “APOb”</td>
<td>means the Base O&amp;M Availability Payment in relation to the Facilities as calculated for Contract Year and pursuant to Schedule 5.</td>
</tr>
<tr>
<td>“Baseline Schedule”</td>
<td>means the logic-based Critical Path schedule for all D&amp;C Work and all Early O&amp;M Work which has been prepared by Developer based on the Proposal Schedule and Approved by the City, in its discretion, pursuant to Section [ ] of Schedule 11.</td>
</tr>
<tr>
<td>“Baseline Substantial Completion Date”</td>
<td>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.</td>
</tr>
<tr>
<td>“Baseline Substantial Completion Target Date”</td>
<td>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 will 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.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
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<td>-------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Bedding-in Period”</td>
<td>has the meaning set out in Section [], of Schedule 5.</td>
</tr>
<tr>
<td>“Beneath I-70”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Bettie Cram”</td>
<td>has the meaning given to it in Section [], of Schedule 14.</td>
</tr>
<tr>
<td>“Bettie Cram Underpass”</td>
<td>has the meaning given to it in Section [], of Schedule 14.</td>
</tr>
<tr>
<td>“Bid Equity IRR”</td>
<td>means the Equity IRR reflected in the Financial Model as of the Financial Proposal Due Date.</td>
</tr>
<tr>
<td>“Bid Financial Model”</td>
<td>means the Microsoft Excel-based financial model, 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.</td>
</tr>
<tr>
<td>“BMS”</td>
<td>means a Building Management System that meets the requirements set out in Schedule 17.</td>
</tr>
<tr>
<td>“BNSF / RTD Rail Line”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Bonds”</td>
<td>has the meaning given to it in the Recitals of the Agreement.</td>
</tr>
<tr>
<td>“Booking Agreement”</td>
<td>means an agreement in substantially the form provided in Schedule 18 between the Developer and any Event Holder.</td>
</tr>
<tr>
<td>“Booking Request”</td>
<td>means any completed Developer Event Booking Form or Non-Developer Event Booking Form.</td>
</tr>
<tr>
<td>“Breakage Costs”</td>
<td>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.</td>
</tr>
<tr>
<td>“Building Inspection Division”</td>
<td>has the meaning given to it in Section [], of Schedule [].</td>
</tr>
<tr>
<td>“CAFM”</td>
<td>means a Computer-Aided Facility Management System that meets the requirements set out in Schedule 17.</td>
</tr>
<tr>
<td>“Calendar Day”</td>
<td>means a calendar day as determined by reference to the time and date in Denver, Colorado, and “day” means any such calendar day.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>“Calendar Year”</td>
<td>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.</td>
</tr>
<tr>
<td>“Campus Energy Provider”</td>
<td>means [].</td>
</tr>
<tr>
<td>“Campus Energy System”</td>
<td>means [].</td>
</tr>
<tr>
<td>“Campus Food Ethos”</td>
<td>has the meaning given to it in Part A, Section 1.2 of Schedule 18.</td>
</tr>
<tr>
<td>“Campus Partner”</td>
<td>means WSSA, the Authority, and CSU.</td>
</tr>
<tr>
<td>“Capital Availability Payment” or “APC”</td>
<td>means the maximum Capital Availability Payment as calculated for Contract Year.</td>
</tr>
<tr>
<td>“Change”</td>
<td>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.</td>
</tr>
<tr>
<td>“Change Directive”</td>
<td>has the meaning given to it in Section [ ] of Schedule 28.</td>
</tr>
<tr>
<td>“Change in Costs”</td>
<td>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.</td>
</tr>
<tr>
<td>“Change in Control”</td>
<td>means any direct or indirect Equity Transfer of interests in either the Developer or an Equity Member 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 or such Equity Member, excluding:</td>
</tr>
<tr>
<td></td>
<td>a. any Permitted Equity Transfer; and</td>
</tr>
<tr>
<td></td>
<td>b. a bona fide open market transaction in securities effected on a recognized public stock exchange involving an initial public offering.</td>
</tr>
<tr>
<td>“Change in Private Development Control”</td>
<td>means [to be added in a subsequent Addendum to address transactions that could otherwise circumvent restrictions otherwise imposed on changes in ownership and control of the Private Development Parcels and Private Development].</td>
</tr>
<tr>
<td>“Change in Law”</td>
<td>means the coming into effect after the Setting Date of:</td>
</tr>
<tr>
<td></td>
<td>a. the enactment, promulgation or adoption of any Law;</td>
</tr>
</tbody>
</table>
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 Order” has the meaning given to it in Section [ ]. of Schedule 28.

“Change Request” means a notice issued by the City or Developer for a proposed Change pursuant to Section [ ]. of Schedule [ ].

“City” means the City and County of Denver, a municipal corporation of the State of Colorado.

“City Attorney” means the City Attorney of the City and County of Denver, Colorado.

“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; and

c. [ ].

“City D&C Noncompliance Failure Notice” has the meaning set forth in Section [ ]. of Schedule 5.

“City O&M Noncompliance Failure Notice” has the meaning set forth in Section [ ]. of Schedule 5.
<p>| <strong>“City Orientation and Training Manual”</strong> | means the document required to provide the City with background and training in the operation and maintenance of the Facilities, pursuant Schedule 17. |
| <strong>“City Owned Property”</strong> | means all real property owned by the City within the NWC Campus. |
| <strong>“City Performance Failure Notice”</strong> | has the meaning set forth in Section [ ]. of Schedule 5. |
| <strong>“City-Provided Insurance Policies”</strong> | means all insurance policies specified in Section [ ] and Schedule 7 to be procured and maintained by the City pursuant to the requirements of this Agreement. |
| <strong>“City-Retained Revenues”</strong> | means the revenues collected in respect of Non-Developer Events in accordance with Part B, Section 3 of Schedule 18. |
| <strong>“City Unavailability Notice”</strong> | has the meaning set forth in Section [ ]. of Schedule 5. |
| <strong>“Claim”</strong> | means any claim, demand, action, cause of action, proceeding (legal or administrative), investigation, judgment, demand, suit, dispute, or liability. |
| <strong>“Coliseum”</strong> | has the meaning given to it in Annex B. |
| <strong>“Coliseum Parking Lots”</strong> | means the site detailed in Annex B. |
| <strong>“Collateral Agent”</strong> | means any financial institution designated by the Debt Providers to act as their trustee or agent pursuant to the Financing Documents. |
| <strong>“Completion Deadlines”</strong> | has the meaning given to it in Section [ ]. of Schedule 8. |
| <strong>“Committed Investment”</strong> | means: |
| | a. any forms of direct investment by Equity Members in Developer, including the purchase of equity shares in Developer; |
| | b. any Equity Member Debt; or |
| | 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. |
| <strong>“Community Investment Fund Round-Up Revenues”</strong> | means revenues collected from offering customers the option to “round up” their payment on concessions transactions to the whole dollar for the Community Investment Fund. |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Compensable Amount”</td>
<td>means any Delay Financing Cost, Change in Costs, or Economic Impact.</td>
</tr>
<tr>
<td>“Comprehensive Plan”</td>
<td>means the City's Comprehensive “Plan 2040, as adopted by the City Council on [ ].</td>
</tr>
<tr>
<td>“Concessions Revenues”</td>
<td>means revenues from the sale of food, alcoholic beverages, non-alcoholic beverages and pouring rights.</td>
</tr>
<tr>
<td>“Construction Documents”</td>
<td>has the meaning given to it in [ ].</td>
</tr>
<tr>
<td>“Construction Price”</td>
<td>means [$ ].</td>
</tr>
<tr>
<td>“Consumer Price Index” or “CPI”</td>
<td>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 will 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, will be determined by the Parties in accordance with general market practice at the time.</td>
</tr>
<tr>
<td>“Contractor Bond”</td>
<td>means any payment and performance surety bond(s) which bonds shall be:</td>
</tr>
<tr>
<td></td>
<td>a. provided by and maintained with an Eligible Surety;</td>
</tr>
<tr>
<td></td>
<td>b. comprised either of:</td>
</tr>
<tr>
<td></td>
<td>i. a single payment and performance surety bond substantially in the form set out in Part [ ] of Schedule 24; or</td>
</tr>
<tr>
<td></td>
<td>ii. separate payment and performance surety bonds substantially in the forms set out in, Part [ ] of Schedule 24; and</td>
</tr>
<tr>
<td></td>
<td>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&amp;C Work to be performed during the D&amp;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</td>
</tr>
<tr>
<td></td>
<td>d. otherwise provided in compliance with Section 6.3.1; or</td>
</tr>
</tbody>
</table>

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14 To provide guidance in a subsequent Addendum on specific items from the Proposal which will constitute this price.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>e. any alternative form of payment and/or performance security provided with the City's Acceptance pursuant to Section 6.3.3.</td>
<td></td>
</tr>
<tr>
<td>“Control” of a Person by another Person means that other Person (whether directly or indirectly):</td>
<td>a. holds either:</td>
</tr>
<tr>
<td></td>
<td>i. at least 25% or more of the equity interests in such Person; or</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>b. has the right to appoint, approve or remove:</td>
</tr>
<tr>
<td></td>
<td>i. at least 25% of the board of directors (or equivalent) of such Person; or</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>c. exercises control over the direction of the business, management and/or policies of such Person, including through:</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>ii. any other means,</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>“CORA” means the Colorado Open Records Act.</td>
<td></td>
</tr>
<tr>
<td>“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.</td>
<td></td>
</tr>
<tr>
<td>“Core Times” has the meaning given to it in Annex [ ] to Schedule 5.</td>
<td></td>
</tr>
<tr>
<td>“CPD” means the Denver Department of Community Planning and Development.</td>
<td></td>
</tr>
<tr>
<td>“Critical Path” means the single, longest sequence, in terms of time, of logically connected Activities on the Project Schedule ending with Final Acceptance.</td>
<td></td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<td>-------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Critical Path Method”</td>
<td>means the scheduling technique showing all Activities required to complete a task, complete with durations and relationships between Activities.</td>
</tr>
<tr>
<td>“Cure Period”</td>
<td>means a Temporary Cure Period or a Permanent Cure Period.</td>
</tr>
<tr>
<td>“CSU”</td>
<td>means the Colorado State University System.</td>
</tr>
<tr>
<td>“CSU Buildings”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Customer Service Center”</td>
<td>has the meaning given to it in Section [ ] of Schedule [ ].</td>
</tr>
<tr>
<td>“D&amp;C Deductions”</td>
<td>means the deductions from the Availability payment as calculated in accordance with Section 2.1 of Schedule 5.</td>
</tr>
<tr>
<td>“D&amp;C Increased Oversight Threshold”</td>
<td>has the meaning set out in Section 9.1 of Schedule 5.</td>
</tr>
<tr>
<td>“D&amp;C Noncompliance Failure”</td>
<td>means a circumstance where the Developer fails to provide the services in accordance with the D&amp;C Noncompliance Standards.</td>
</tr>
<tr>
<td>“D&amp;C Noncompliance Points”</td>
<td>means the points included in the table in Annex [ ] of Schedule 5.</td>
</tr>
<tr>
<td>“D&amp;C Noncompliance Point Rate”</td>
<td>means [$ ].</td>
</tr>
<tr>
<td>“D&amp;C Noncompliance Points Threshold”</td>
<td>means [ ] D&amp;C Noncompliance Points.</td>
</tr>
<tr>
<td>“D&amp;C Period”</td>
<td>means the period beginning on the date of issuance of NTP1 in accordance with Section [], of Schedule 3 and ending on the Substantial Completion Date.</td>
</tr>
<tr>
<td>“D&amp;C Standards”</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>a. the standards and specifications listed in Schedule 15A;</td>
</tr>
<tr>
<td></td>
<td>b. any other standards and specifications expressly referenced in this Agreement as applicable to the D&amp;C Work (for certainty, excluding any Laws, Governmental Approvals or Permits); and</td>
</tr>
<tr>
<td></td>
<td>c. any other standards and specifications that apply to the D&amp;C Work (excluding, for certainty, any Laws, Governmental</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td><strong>Definition</strong></td>
</tr>
<tr>
<td>----------</td>
<td>----------------</td>
</tr>
<tr>
<td>“Project Agreement”</td>
<td>Approvals or Permits, including as a result of Developer’s methods of performing the D&amp;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.</td>
</tr>
<tr>
<td>“D&amp;C Subcontract”</td>
<td>means the contract for the performance of the D&amp;C Work [and of the Early O&amp;M Work] entered into between Developer and the Lead Contractor in compliance with this Agreement.</td>
</tr>
<tr>
<td>“D&amp;C Work Period O&amp;M Deductions”</td>
<td>means the Availability Deductions and Performance Deductions incurred during the D&amp;C Work Period in accordance with Section [ ] of Schedule 5.</td>
</tr>
<tr>
<td>“D&amp;C Work”</td>
<td>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 set out in Schedule 15 and any other provisions of this Agreement applicable to the performance of the D&amp;C Work, in each case excluding, for certainty, the means all administrative, design, installation, compliance, permitting, support services, Utility Work, construction related obligations and all other tasks to be performed and provided by Developer required to comply with all requirements set out in Schedule 15 and any other provisions of this Agreement applicable to the performance of the Construction Work.</td>
</tr>
<tr>
<td>“Debt Provider”</td>
<td>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.</td>
</tr>
<tr>
<td>“Deduction Period”</td>
<td>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.</td>
</tr>
<tr>
<td>“Deduction Termination Threshold”</td>
<td>has the meaning set out in Section 9.2 of Schedule 5.</td>
</tr>
<tr>
<td>“Deductions”</td>
<td>means either D&amp;C Deductions, D&amp;C Work Period O&amp;M Deductions or O&amp;M Deductions.</td>
</tr>
<tr>
<td>“Defect”</td>
<td>means a defect, howsoever caused, affecting the condition, use, functionality, or operation of any Element.</td>
</tr>
<tr>
<td>“Deferred Compensation”</td>
<td>means any adjustment or deferred payments made under Sections 12.7.3, 12.7.5.d, or [12.7.4.d].</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>“Deferred Equity Amounts”</td>
<td>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 Financing Plan, but only to the extent that the commitment to provide such amount is supported by an irrevocable on demand letter of credit as more fully described in Section [ ] of the Agreement.</td>
</tr>
<tr>
<td>“Delay Financing Costs”</td>
<td>means, with respect to any Delay Period, the aggregate of:</td>
</tr>
<tr>
<td></td>
<td>a. all amounts of principal that accrue with respect to the Project Debt under the Financing Documents during such period;</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>c. reasonable financing costs and expenses that accrue during such period with respect to the Project Debt in connection with any of the foregoing,</td>
</tr>
<tr>
<td></td>
<td>in each case less amount such amount, costs, or expense which is the Developer’s risk pursuant to Section 12.2.4</td>
</tr>
<tr>
<td>“Delay Period”</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>a. the Critical Path and/or</td>
</tr>
<tr>
<td></td>
<td>b. completion of the D&amp;C Work required to achieve Substantial Completion by the Baseline Substantial Completion Target Date.</td>
</tr>
<tr>
<td>“Demand Maintenance”</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>“Denver Police Department Milestone”</td>
<td>means the Denver Police Department’s video management software system where the current system vendor is Milestone Systems, Inc.</td>
</tr>
<tr>
<td>“Department of Public Works”</td>
<td>has the meaning given to it in Section [ ]. of Schedule [ ].</td>
</tr>
<tr>
<td>“Design Documents”</td>
<td>has the meaning given to it in Section [ ]. of Schedule [ ].</td>
</tr>
<tr>
<td>“Discretion”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Dollar”</td>
<td>means a dollar of United States Currency.</td>
</tr>
<tr>
<td>“Developer”</td>
<td>has the meaning given to it in the Recitals.</td>
</tr>
<tr>
<td>“Developer Booking Contact”</td>
<td>shall be [ ] .</td>
</tr>
<tr>
<td>“Developer D&amp;C Noncompliance Failure Notice”</td>
<td>has the meaning set forth in Section 5.4 of Schedule 5.</td>
</tr>
<tr>
<td>“Developer Default”</td>
<td>has the meaning given to it in Section 29.1.1.</td>
</tr>
<tr>
<td>“Developer Default Cure Period”</td>
<td>has the meaning given to it in Section 29.1.1.</td>
</tr>
<tr>
<td>“Developer Event Booking Form”</td>
<td>has the meaning given to it in Part A, Section 4.1 of Schedule 18.</td>
</tr>
<tr>
<td>“Developer Events”</td>
<td>means an Event booked by an Event Holder in the Developer’s discretion pursuant to Part A, Section [ ] of Schedule 18.</td>
</tr>
<tr>
<td>“Developer Event”</td>
<td>means an Event, booked by an Event Holder, that the Developer agrees to undertake.</td>
</tr>
<tr>
<td>“Developer Fault Event”</td>
<td>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.</td>
</tr>
<tr>
<td>“Developer O&amp;M Noncompliance Failure Notice”</td>
<td>has the meaning set forth in Section 6.3 of Schedule 5.</td>
</tr>
</tbody>
</table>

15 To be assigned prior to execution.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Developer Performance Failure Notice”</td>
<td>has the meaning set forth in Section 5.4 of Schedule 5.</td>
</tr>
<tr>
<td>“Developer’s Project Manager”</td>
<td>has the meaning given to it in Schedule [ ].</td>
</tr>
</tbody>
</table>
| “Developer-Related Entity” | means:  
  a. Developer;  
  b. Lead Real Estate Developer;  
  c. each Principal Subcontractor;  
  d. each 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; and  
  g. the employees, agents, officers, directors, representatives and consultants of any of the foregoing. |
| “Developer-Retained Revenues” | means the portion of Event Revenues and Non-Event Revenues that the Developer may retain in accordance with Part B, Section [ ] of Schedule 18. |
| “Developer Unavailability Notice” | has the meaning set forth in Section 4.4 of Schedule 5. |
| “Development Plan” | means, initially, the Proposal Development Plan and, once approved pursuant to Section [ ] of Schedule 14, the then current Approved Development Plan. |
| “Dispute” | means [any dispute between the City and Developer arising out of or in connection with the Agreement]. |
| “Dispute Resolution Procedure” | means the procedure for the resolution of Disputes set out in Section [ ] and Schedule 29. |
| “DRIR Rail Line” | has the meaning given to it in Annex B. |
| “Distributions” | has the meaning given to it in Section [ ] of Schedule 6. |
| “Early Operations Area” | means [ ]:  
  a. Phases 1 & 2 Incorporated Elements;  
  b. Phases 1 & 2 Common Areas; and |
<table>
<thead>
<tr>
<th><strong>Term</strong></th>
<th><strong>Definition</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>“Early O&amp;M Period”</td>
<td>means the period beginning on the Project License Start Date for the first Phase 1 &amp; 2 Incorporated Element to achieve such date and ending on the last day of the D&amp;C Period, which is the Substantial Completion Date.</td>
</tr>
<tr>
<td>“Early O&amp;M Work”</td>
<td>means any and all O&amp;M Work required to be performed by Developer during the Early O&amp;M Period pursuant to Section [ ] and Schedules 17 and 18, including:</td>
</tr>
<tr>
<td></td>
<td>a. design, procurement and installation of FF&amp;E in each Facility that is a Phases 1 &amp; 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</td>
</tr>
<tr>
<td></td>
<td>b. [ ].</td>
</tr>
<tr>
<td>“Economic Impact”</td>
<td>has the meaning given to it in Section 12.7.5.</td>
</tr>
<tr>
<td>“Effective Date”</td>
<td>has the meaning given to it in the Recitals.</td>
</tr>
<tr>
<td>“Element”</td>
<td>means an individual component, system, or subsystem of the Project.</td>
</tr>
<tr>
<td>“Eligible Financial Institution”</td>
<td>means a bank or financial institution:</td>
</tr>
<tr>
<td></td>
<td>a. having 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; and</td>
</tr>
<tr>
<td></td>
<td>b. having 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: (i) “A-” by Standard &amp; Poor’s Ratings Services; (ii) “A-” by Fitch, Inc.; (iii) “A3” by Moody’s Investors Service, Inc.; or (iv.) “A low” by DBRS, Inc., in each case with an outlook of “stable” or better.</td>
</tr>
<tr>
<td>“Eligible Insurer”</td>
<td>means an insurer that:</td>
</tr>
<tr>
<td></td>
<td>a. is admitted or authorized to do business in the State; and</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>“Eligible Surety”</td>
<td>means a surety authorized to issue bonds in the State having either:</td>
</tr>
<tr>
<td></td>
<td>a. a Minimum Eligible Surety Rating from at least two Rating Agencies; or</td>
</tr>
</tbody>
</table>
**Project Agreement**

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum Eligible Surety Rating</strong></td>
<td>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),</td>
</tr>
<tr>
<td>where for purposes of this definition “Minimum Eligible Surety Rating” means a long-term unsecured debt rating of at least:</td>
<td>i. “A” by Standard &amp; Poor’s Rating Services;</td>
</tr>
<tr>
<td></td>
<td>ii. “A” by Fitch, Inc.;</td>
</tr>
<tr>
<td></td>
<td>iii. “A2” by Moody’s Investors Service, Inc.; or</td>
</tr>
<tr>
<td></td>
<td>iv. “A” by DBRS, Inc.,</td>
</tr>
<tr>
<td></td>
<td>c. in each case with an outlook of “stable” or better.</td>
</tr>
<tr>
<td><strong>“Emergency”</strong></td>
<td>means any non-ordinary course event affecting the Project, whether directly or indirectly, that:</td>
</tr>
<tr>
<td></td>
<td>a. is an immediate or imminent threat, or, if not promptly addressed, a potential threat, to the safety of the public;</td>
</tr>
<tr>
<td></td>
<td>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;</td>
</tr>
<tr>
<td></td>
<td>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;</td>
</tr>
<tr>
<td></td>
<td>d. is recognized by the City as an emergency; or</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td><strong>“Emergency Event”</strong></td>
<td>means an Event which presents a clear and present threat to human life, safety or security (including, but not limited to, 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.</td>
</tr>
<tr>
<td><strong>“Environment”</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>“Environmental Approval”</strong></td>
<td>means any Permit required for the Project or the Work pursuant to Environmental Law.</td>
</tr>
<tr>
<td><strong>“Environmental Law”</strong></td>
<td>means any Law applicable to the Project or the Work requiring consideration of impacts on the Environment or addressing, regulating, or imposing liability,</td>
</tr>
</tbody>
</table>
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:

- the manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation, transportation, and Release of Hazardous Substances;
- 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;
- the operation and closure of underground storage tanks;
- human health and safety; and
- notification documentation and record keeping requirements relating to the foregoing.

<table>
<thead>
<tr>
<th>“Environmental Requirements”</th>
<th>means the requirements set out in Schedule [15], Section [10], including the obligation to comply with Environmental Law and all Environmental Approvals.</th>
</tr>
</thead>
<tbody>
<tr>
<td>“EPA”</td>
<td>means the United States Environmental Protection Agency.</td>
</tr>
<tr>
<td>“Equestrian Center”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Equity Investment”</td>
<td>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.</td>
</tr>
<tr>
<td>“Equity IRR”</td>
<td>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. Equity IRR is initially equal to the Bid Equity IRR and can change when and if the Base Financial Model is updated pursuant to Section[]. For purposes of this definition:</td>
</tr>
<tr>
<td>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</td>
<td></td>
</tr>
</tbody>
</table>
**Project Agreement**

<table>
<thead>
<tr>
<th>Definition</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Cash flows&quot;</td>
<td>The phrase “cash flows” refers to equity distributions minus Equity Investment.</td>
</tr>
<tr>
<td>&quot;Equity Member(s)&quot;</td>
<td>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.</td>
</tr>
<tr>
<td>&quot;Equity Member Debt&quot;</td>
<td>means bona fide indebtedness for funds borrowed that: (a) is held by any Equity Member and (b) is subordinated in priority of payment and security to all Project Debt held by persons who are not Equity Members.</td>
</tr>
<tr>
<td>&quot;Equity Member Funding Agreement&quot;</td>
<td>means any loan agreement, credit agreement or other similar financing agreement or subordination agreement providing for or evidencing Equity Member Debt.</td>
</tr>
<tr>
<td>&quot;Equity Transfer&quot;</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>a. any sale, transfer, assignment, conveyance, or other disposal of any direct or indirect legal, beneficial or equitable ownership interests in a Person; or</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>&quot;Escalation&quot; or &quot;ESC&quot;</td>
<td>means the inflation of a figure in accordance with Section 1.5 of Schedule 5.</td>
</tr>
<tr>
<td>&quot;Escrow Agent&quot;</td>
<td>means the escrow agent appointed by the Parties pursuant to the Financial Model Escrow Agreement.</td>
</tr>
<tr>
<td>&quot;Essential O&amp;M Services&quot;</td>
<td>means any systems that support life, safety or research within the Facilities.</td>
</tr>
<tr>
<td>&quot;Event Holder&quot;</td>
<td>means an organization or individual that seeks to enter into or has entered into a Booking Agreement for the purpose of hosting a Developer Event or a Non-Developer Event.</td>
</tr>
<tr>
<td>&quot;Events&quot;</td>
<td>means a Developer Event or Non-Developer Event.</td>
</tr>
<tr>
<td>&quot;Events Center&quot;</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>&quot;Events Center and Paddocks&quot;</td>
<td>has the meaning given to it in Schedule [ ].</td>
</tr>
<tr>
<td>&quot;Events Coordination Committee&quot;</td>
<td>means the committee established jointly by the City and Developer to coordinate the activities and communications associated with Events.</td>
</tr>
<tr>
<td><strong>“Events Emergency Response Plan”</strong></td>
<td>means the plan required as part of the Events Manual, the requirements of which are set out in Schedule 17.</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Events Manual”</td>
<td>means the document setting out the procedures, policies and plans in relation to Events, required pursuant to Schedule 17.</td>
</tr>
<tr>
<td>“Event Revenue”</td>
<td>means those fees, charges and other amounts collected by the Developer in respect of Developer Events, Non-Developer Events and Major Events as set out in Part A, Section [ ] of Schedule 18.</td>
</tr>
<tr>
<td>“Excess Deduction Amount”</td>
<td>means the Excess Deductions Amount outstanding at the commencement of the current Month (m) calculated in accordance with Section [ ]. of Schedule 5.</td>
</tr>
</tbody>
</table>
| “Exempt Event”                      | means [ ].

**“Exempt Refinancing”**

<table>
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<tr>
<th>means:</th>
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<tbody>
<tr>
<td>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;</td>
</tr>
<tr>
<td>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:</td>
</tr>
<tr>
<td>i. in the ordinary course of day-to-day loan administration and supervision; and</td>
</tr>
<tr>
<td>ii. that do not individually or in the aggregate provide a financial benefit to Developer;</td>
</tr>
<tr>
<td>c. any changes in taxation or Developer’s accounting treatment or policies; and</td>
</tr>
<tr>
<td>d. any of the following acts by a Debt Provider of senior lien priority Project Debt:</td>
</tr>
<tr>
<td>i. the syndication of any of such Debt Provider’s rights and interests in the senior Financing Agreements;</td>
</tr>
<tr>
<td>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</td>
</tr>
</tbody>
</table>

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16 To be reserved to cover smaller Non-Developer Events which may not involve any revenue generation and may not necessitate a Booking Agreement.
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 pursuant to Section [ ]; or

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. |
| “Facility” | has the meaning given to it in Schedule [ ]. |
| “Facilities Activities” | has the meaning given to it in Schedule [ ]. |
| “Facilities Condition Report” | means the report documenting the findings of the Joint Technical Review produced pursuant to Schedule 17. |
| “Facility Rentals” | means payments from Event Holders for use of [the facilities], including rentals, utilities charges, labor charges, equipment usage charges and other payments for supplemental services and support; and stall fees or similar charges. |
| “Facility Unavailability Event” | means, with respect to a Facility, any of the following events:
  a. in any day, the aggregate number of all Areas which are Unavailable within a Facility exceeds 30% of the aggregate number of all the Areas within the relevant Facility;
  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
  c. the central informational technology server room, if any, is Unavailable. |
<p>| “Failure” | means an Availability Failure, Performance Failure, D&amp;C Noncompliance Failure or an O&amp;M Noncompliance Failure. |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“FCI”</td>
<td>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&amp;M Services (including, but not limited to the Preventative Maintenance Plan, Renewal Work Plan, and Good Industry Practice).</td>
</tr>
</tbody>
</table>
| “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 [];  
  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 []; 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 []]. |
<p>| “Final Design Documents”      | has the meaning given to it in Schedule [].                                                                                                                                                                |
| “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. |
| “Final Acceptance”            | means the satisfaction of all Final Acceptance Conditions, as confirmed by the City’s issuance of the Final Acceptance Certificate.                                                                      |
| “Final Acceptance Certificate”| has the meaning given to it in Section [ ] of Schedule 4.                                                                                                                                                 |
| “Final Acceptance Conditions” | has the meaning given to it in Section [ ] of Schedule 4.                                                                                                                                                 |
| “Final Acceptance Date”       | has the meaning given to it in Section [ ] of Schedule 4.                                                                                                                                                 |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
</table>
| “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 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”                         | has the meaning given to it in Section [ ]. of Schedule 1.                                                                                                                     |
| “Financial Close Date”                    | means the date on which Financial Close occurs.                                                                                                                                   |
| “Financial Close Deadline”                | means [ ] as such deadline may be extended from time to time pursuant to:  
  a. Section [ ]. of Schedule 1; or  
  b. a Change documented in a Change Order.                                                                                      |
| “Financial Close Security”                | means 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 [ ] of the ITP on or prior to the Effective Date.                                                           |
| “Financial Close Termination Amount”      | means: [to be provided in a subsequent Addendum together with Schedule 1].                                                                                                                                                                                                         |
| “Financial Model”                         | means the updated Base Financial Model delivered by Developer pursuant to Schedule 1, as subsequently replaced from time to time pursuant to Section [ ].                                                                                                                             |
| “Financial Model Escrow Agreement”        | means the Financial Model Escrow Agreement executed by the Parties and [ ] as Escrow Agent in substantially the form of Schedule [ ] on or about the date hereof or any replacement agreement entered into by the Parties.                                                                                     |
| “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  
  c. 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 |
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</table>
| “Financially Responsible Party Agreement”                            | 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”                                               | a. 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 Debt Provider, hedging agreement, interest rate swap agreement, guaranty, indemnity agreement, agreement between any Contractor and any Debt Provider, or other agreement by, with or in favor of any Debt Provider pertaining to Project Debt (including any Refinancing), other than Security Documents;  
   b. any note, bond or other negotiable or non-negotiable instrument evidencing the indebtedness of Developer for Project Debt (including any Refinancing); and  
   c. any amendment, supplement, variation or waiver of any of the foregoing agreements or instruments. |
| “Force Majeure Event”                                                | 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Former Bus Barn Site”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Framework Agreement”</td>
<td>has the meaning given to it in the Recitals.</td>
</tr>
<tr>
<td>“Fuller Drug Store”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Functional Area”</td>
<td>has the meaning given to it in Schedule [ ].</td>
</tr>
<tr>
<td>“Future Public Streets”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Future Takedown”</td>
<td>has the meaning given to it in Schedule 14.</td>
</tr>
<tr>
<td>“Future Takedown Rights”</td>
<td>has the meaning given to it in Section [ ]. of Schedule 14]</td>
</tr>
<tr>
<td>“GAAP”</td>
<td>means Generally Accepted Accounting Principles in the US as in effect from time to time.</td>
</tr>
<tr>
<td>“Good Industry Practice”</td>
<td>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], [ ], 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.</td>
</tr>
</tbody>
</table>
| “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. |
<p>| “Grace Period”                | means the period of time from the Logged Failure Time, as set out in the D&amp;C Noncompliance Standards, the Availability Standards, the Performance |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Hall of Education”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Handback Letter of Credit”</td>
<td>has the meaning given to it in Section [ ]. of Schedule 19.</td>
</tr>
<tr>
<td>“Handback Renewal Work”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Handback Requirements”</td>
<td>means the meaning given to it in Section [ ]. of Schedule 19.</td>
</tr>
<tr>
<td>“Handback Reserve Amount”</td>
<td>has the meaning given to it in Section [ ]. of Schedule 19.</td>
</tr>
<tr>
<td>“Handback Reserve Account”</td>
<td>has the meaning given to it in Section [ ]. of Schedule 19.</td>
</tr>
<tr>
<td>“Hazardous Substances”</td>
<td>means any of the following:</td>
</tr>
<tr>
<td></td>
<td>a.  any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to Environmental Law;</td>
</tr>
<tr>
<td></td>
<td>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;</td>
</tr>
<tr>
<td></td>
<td>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;</td>
</tr>
<tr>
<td></td>
<td>d.  petroleum or crude oil excluding de minimis amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles;</td>
</tr>
<tr>
<td></td>
<td>e.  lead or lead-containing materials; and</td>
</tr>
<tr>
<td></td>
<td>f.  asbestos or asbestos-containing materials.</td>
</tr>
<tr>
<td>“Hay Barn #3”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Holiday”</td>
<td>means any Calendar Day that is declared or considered to be a holiday by the City.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------------------------------------------------</td>
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</tr>
<tr>
<td>“Income Restricted Equivalent Units”</td>
<td>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 will be multiplied by 1.5 (the two-bedroom unit multiplier) and thus will count as 1.5 Income Restricted Equivalent Units. A three-bedroom unit will be multiplied by 2.5 (the three-bedroom unit multiplier), and thus will count as 2.5 Income Restricted Equivalent Units.</td>
</tr>
<tr>
<td>“Income Restricted For Sale Unit(s)”</td>
<td>means any Income Restricted Unit(s) that is for sale.</td>
</tr>
<tr>
<td>“Income Restricted Rental Unit(s)”</td>
<td>means any Income Restricted Unit(s) that is for rent.</td>
</tr>
<tr>
<td>“Income Restricted Unit”</td>
<td>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 will 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.</td>
</tr>
<tr>
<td>“Indemnified Party”</td>
<td>has the meaning given to it in Section 22.2.1.a.</td>
</tr>
<tr>
<td>“Initial Base Financial Model”</td>
<td>means the Financial Model Formulas and the assumptions and information, including, but not limited to, projections and calculations with respect to revenues, expenses, the repayment of Project Debt, applied to the Financial Model Formulas and which is prepared as of the Effective Date.</td>
</tr>
<tr>
<td>“Initial Takedown”</td>
<td>has the meaning given to it in Section [ ]. of Schedule 14.</td>
</tr>
<tr>
<td>“Initial Takedown Amount”</td>
<td>has the meaning given to it in Section [ ]. of Schedule 14.</td>
</tr>
<tr>
<td>“Initial Takedown Parcel”</td>
<td>has the meaning given to it in Section [ ]. of Schedule 14.</td>
</tr>
<tr>
<td>“Initial Warning Notice”</td>
<td>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.</td>
</tr>
<tr>
<td>“Insolvent”</td>
<td>means a Person in respect of which any of the following have occurred and are continuing:</td>
</tr>
<tr>
<td></td>
<td>a. any of:</td>
</tr>
</tbody>
</table>
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;

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, but not limited to, 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 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 knowledge, 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 [ ]. |
| “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 Personnel”                                                                  | means the individuals identified in Schedule 35 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 included in the [Project Debt Term Sheet] required by Debt Providers. |
| “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,

<table>
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<tr>
<th>“Lead Contractor”</th>
<th>means the design and construction contractor engaged by Developer under the D&amp;C Subcontract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Lead Facilities Operator”</td>
<td>means the Subcontractor engaged by Developer under the O&amp;M Subcontract, provided that, if and to the extent of any self-performance of the O&amp;M Work by Developer, references to such term shall be construed either as references to Developer, or as inapplicable, as the context may require.</td>
</tr>
<tr>
<td>“Lead Real Estate Development Subcontract”</td>
<td>means the contract for the performance of the Private Development Requirements entered into between Developer and the Lead Real Estate Development Subcontractor.</td>
</tr>
<tr>
<td>“Lead Real Estate Developer”</td>
<td>means the Subcontractor engaged by Developer under the Lead Real Estate Development Subcontract.</td>
</tr>
<tr>
<td>“LED”</td>
<td>means light emitting diode.</td>
</tr>
<tr>
<td>“Legacy Building (WSSA)”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“License End Date”</td>
<td>means with respect to each [part of the Site] the date indicated as such in Schedule 13.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>“License Start Date”</td>
<td>means with respect to each [part of the Site] the date indicated as such in Schedule 13.</td>
</tr>
<tr>
<td>“LID”</td>
<td>means Low Impact Development as defined by the EPA.</td>
</tr>
<tr>
<td>“Life Safety Systems”</td>
<td>means all systems related to ensuring life safety in all circumstances within the building including during events preparation, event deliverer and all maintenance activities.</td>
</tr>
<tr>
<td>“Light O&amp;M Services”</td>
<td>means the following activities:</td>
</tr>
<tr>
<td></td>
<td>a. inspection, testing and maintenance of fire protection and life safety systems;</td>
</tr>
<tr>
<td></td>
<td>b. inspection, testing and maintenance of mechanical and electrical systems within the Facilities to maintain the functionality, integrity and safety of existing systems;</td>
</tr>
<tr>
<td></td>
<td>c. routine and reactive waste collection and segregation services; and</td>
</tr>
<tr>
<td></td>
<td>d. inspection and maintenance of building envelope and structure to maintain the safety and integrity of the buildings.</td>
</tr>
<tr>
<td>“Liquidated Damages Amount”</td>
<td>has the meaning given to it in Section [ ] of Schedule [ ].</td>
</tr>
<tr>
<td>“Liquidated Damages Payments”</td>
<td>has the meaning given to it in Section [ ] of Schedule [ ].</td>
</tr>
<tr>
<td>“Livestock Arena”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Livestock Center”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Livestock Center Auction Hall”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Livestock Hall”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Logged Failure Time”</td>
<td>means the time at which a D&amp;C Noncompliance Failure, Availability Failure, Performance Failure or an O&amp;M Noncompliance Failure (as the case may be) is notified to the Helpdesk in accordance with section 3,4,5,6 of Schedule 5, as applicable.</td>
</tr>
<tr>
<td>“Logged Permanent Cure Time”</td>
<td>Means the time when Developer has effected, and recorded on the Helpdesk, a Permanent Cure for a D&amp;C Noncompliance Failure, an Availability Failure, a Performance Failure or an O&amp;M Noncompliance Failure, as applicable.</td>
</tr>
<tr>
<td>“Logged Temporary Cure Time”</td>
<td>means the time when Developer has effected, and recorded on the Helpdesk, a Temporary Cure for a D&amp;C Noncompliance Failure, an Availability Failure, a Performance Failure or an O&amp;M Noncompliance Failure, as applicable.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>“Longstop Date”</td>
<td>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.</td>
</tr>
<tr>
<td>“Loss”</td>
<td>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).</td>
</tr>
<tr>
<td>“Main Campus Plaza”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Mann Building”</td>
<td>means the existing building on Phases 1&amp;2 as depicted as[<em><strong>] on [</strong></em>], which is presently being studied for future use.</td>
</tr>
<tr>
<td>“Major Event”</td>
<td>means the Stock Show, All Star Rodeo or the Denver County Fair and their load in / load out dates.</td>
</tr>
<tr>
<td>“Major Event O&amp;M Availability Payment” or “APOm”</td>
<td>means the Major Event O&amp;M Availability Payment in relation to the Facilities as calculated for Contract Year and pursuant to Schedule [5].</td>
</tr>
<tr>
<td>“Master Calendar”</td>
<td>has the meaning given to it in Part A, Section 3 of Schedule 18.</td>
</tr>
<tr>
<td>“Master Plan”</td>
<td>has the meaning given to it in the Recitals.</td>
</tr>
<tr>
<td>“MAP” or “Maximum Availability Payment”</td>
<td>means the Maximum Availability Payment as calculated from the Substantial Completion Date for Contract Year and pursuant to Schedule [5].</td>
</tr>
<tr>
<td>“Mayor”</td>
<td>means the Mayor of the City and County of Denver.</td>
</tr>
<tr>
<td>“Merchandise Revenue”</td>
<td>means revenues generated from the sale of apparel, souvenirs, any other consumer item at an Event, excluding Concession Revenues.</td>
</tr>
<tr>
<td>“Metro District”</td>
<td>has the meaning given to it in Appendix B of Schedule 23.</td>
</tr>
<tr>
<td>“Mill Levy”</td>
<td>has the meaning given to it in Appendix B of Schedule 23.</td>
</tr>
<tr>
<td>“Minimum O&amp;M Services Standards”</td>
<td>means the standards set out in Annex 17-A of Schedule 17.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
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</tr>
<tr>
<td>“Minority Women Business Enterprises”</td>
<td>has the meaning given to it in Schedule [ ].</td>
</tr>
<tr>
<td>“Mission and Vision”</td>
<td>has the meaning given to it in Part A, Section 1.1 of Schedule 18.</td>
</tr>
<tr>
<td>“Mission and Vision Overlay”</td>
<td>means an activity undertaken by the Authority during an Event which is designed to promote the Mission and Vision.</td>
</tr>
<tr>
<td>“Monthly O&amp;M Report”</td>
<td>means the report required pursuant to and in accordance with the requirements of Schedule 17.</td>
</tr>
<tr>
<td>“Monthly Revenue Report”</td>
<td>means the report required pursuant to Part B, Section 5 of Schedule 18.</td>
</tr>
<tr>
<td>“Monthly Site Inspection Report”</td>
<td>means the report required pursuant to Schedule 17.</td>
</tr>
<tr>
<td>“M&amp;O Authority Portion”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“M&amp;O Building”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“M&amp;O Common Areas”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“M&amp;O Developer Portion”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“National Western Stock Show”</td>
<td>has the meaning given to it in [ ].</td>
</tr>
<tr>
<td>“NDE-Concessions Revenues”</td>
<td>[NDE Concessions to be defined as 70% of total Concessions obtained from a Non-Developer Event]</td>
</tr>
<tr>
<td>“NDE Facility Rentals”</td>
<td>has the meaning given to it in [ ].</td>
</tr>
<tr>
<td>“NDE Parking Revenues”</td>
<td>has the meaning given to it in [ ].</td>
</tr>
<tr>
<td>“NDE Ticket Sales Revenues”</td>
<td>has the meaning given to it in [ ].</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>&quot;Net Cost Impact&quot;</td>
<td>means the aggregate value of any net increase in the Developer’s costs, reflected on an annual basis, directly attributable to a Compensation Event, as compared with what the Developer’s costs would have been absent the occurrence of the Compensation Event, less the increased costs that can reasonably be mitigated by the Developer.</td>
</tr>
<tr>
<td>&quot;Net Cost Saving&quot;</td>
<td>means the aggregate value of any decrease in the Developer’s costs reflected on an annual basis directly attributable to a Compensation Event, a change in the Technical Requirements, as compared with what the costs would have been absent occurrence of a Compensation Event, but excluding any savings in costs taken into account to reduce the Net Cost Impact attributable to such Compensation Event.</td>
</tr>
<tr>
<td>&quot;Net Revenue Impact&quot;</td>
<td>means any net increase or decrease in Developer Retained Revenues directly attributable to a Compensation Event.</td>
</tr>
<tr>
<td>&quot;New Arena&quot;</td>
<td>means the planned rodeo and concert facility described in detail within Schedule [ ].</td>
</tr>
<tr>
<td>&quot;NFPA&quot;</td>
<td>means the National Fire Protection Association.</td>
</tr>
<tr>
<td>&quot;Non-Developer Campus Area&quot;</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>&quot;Non-Developer Event&quot;</td>
<td>means an Event booked by an Event Holder at the direction of the City, in partnership with the Authority, pursuant to Part A, Section 4 of Schedule 18.</td>
</tr>
<tr>
<td>&quot;Non-Developer Event Booking Form&quot;</td>
<td>has the meaning given to it in Part A, Section 4.1 of Schedule 18.</td>
</tr>
<tr>
<td>&quot;Noncompliance Points&quot;</td>
<td>means D&amp;C Noncompliance Points and O&amp;M Noncompliance Points.</td>
</tr>
<tr>
<td>&quot;Nonconforming Work&quot;</td>
<td>means Work performed by Developer that does not meet the requirements of this Agreement.</td>
</tr>
<tr>
<td>&quot;Non-Essential O&amp;M Services&quot;</td>
<td>means any O&amp;M Services that are not Essential O&amp;M Services.</td>
</tr>
<tr>
<td>&quot;Non-Event Revenues&quot;</td>
<td>means those fees, charges and other amounts collected by the Developer in respect of as set out in Part Section of Schedule 18.</td>
</tr>
<tr>
<td>&quot;Notifiable Refinancing&quot;</td>
<td>means any Refinancing that is not a Qualifying Refinancing.</td>
</tr>
<tr>
<td>&quot;NTP1&quot;</td>
<td>means the notice that constitutes “NTP1” in accordance with Section 5.4 and Schedule 3.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
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</tr>
<tr>
<td>“NTP2”</td>
<td>means the notice that constitutes “NTP2” in accordance with Section 5.4 and Schedule 3.</td>
</tr>
<tr>
<td>“NTP1 Conditions”</td>
<td>has the meaning given to it in Section [ ] of Schedule 3.</td>
</tr>
<tr>
<td>“NTP1 Work”</td>
<td>has the meaning given to it in Section [ ] of Schedule 3.</td>
</tr>
<tr>
<td>“NTP2 Conditions”</td>
<td>has the meaning given to it in Section [ ] of Schedule 3.</td>
</tr>
<tr>
<td>“NWC Campus”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“NWC Campus Activity”</td>
<td>means [to reference Campus Partner and associated activities] on the NWC Campus.</td>
</tr>
<tr>
<td>“NWC Phases 1 &amp; 2”</td>
<td>has the meaning given to it in the Recitals.</td>
</tr>
<tr>
<td>“NWC Site Development Map”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Occupancy Readiness”</td>
<td>means with respect to a Facility, the occurrence of all events and satisfaction of all conditions set forth in Section 1 and 2 of Schedule 4, as and when confirmed by the City’s issuance of a Certificate of Occupancy Readiness in accordance with the procedures and within the time frame established in Section 2 of Schedule 4.</td>
</tr>
<tr>
<td>“Occupancy Readiness Deadline”</td>
<td>has the meaning given to it in Schedule 4.</td>
</tr>
<tr>
<td>“O&amp;M Customer Services Centre”</td>
<td>means the center established, operated and maintained by Developer pursuant to Schedule 17.</td>
</tr>
<tr>
<td>“O&amp;M Deductions”</td>
<td>means the deductions from the Availability Payments as calculated in accordance with Section 2.1 of schedule 5.</td>
</tr>
<tr>
<td>“O&amp;M Increased Oversight Threshold”</td>
<td>has the meaning set forth in Section 9.2 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 [ ] 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 of Schedule 17.</td>
</tr>
<tr>
<td><strong>“O&amp;M Noncompliance Deductions”</strong></td>
<td>means the deductions from the Availability Payment as calculated in accordance with Section 6 of Schedule 5.</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>“O&amp;M Noncompliance Failure”</strong></td>
<td>means a circumstance where the Developer fails to provide the [O&amp;M] Services in accordance with the O&amp;M Noncompliance Standards.</td>
</tr>
<tr>
<td><strong>“O&amp;M Noncompliance Points”</strong></td>
<td>means the points included in the [ ] of Schedule 5.</td>
</tr>
<tr>
<td><strong>“O&amp;M Noncompliance Point Rate”</strong></td>
<td>means [ ].</td>
</tr>
<tr>
<td><strong>“O&amp;M Noncompliance Points Threshold”</strong></td>
<td>means [ ] O&amp;M Noncompliance Points for a Month, such amount to reset each Month.</td>
</tr>
<tr>
<td><strong>“O&amp;M Noncompliance Standards”</strong></td>
<td>means the performance standards set out in [ ] of Schedule 5.</td>
</tr>
<tr>
<td><strong>“O&amp;M Period”</strong></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><strong>“O&amp;M Policies and Procedures Manual”</strong></td>
<td>means the document setting out Developer’s policies and procedures in relation to the O&amp;M Work, required pursuant to Schedule 17.</td>
</tr>
<tr>
<td><strong>“O&amp;M Quality Management Plan (O&amp;M QMP)”</strong></td>
<td>has the meaning given to it in Schedule [ ].</td>
</tr>
<tr>
<td><strong>“O&amp;M Safety Plan”</strong></td>
<td>means the document setting out Developer’s strategy and approach to safety during the O&amp;M Period, required pursuant to Schedule 17.</td>
</tr>
<tr>
<td><strong>“O&amp;M Services”</strong></td>
<td>has the meaning given to it in Schedule [ ].</td>
</tr>
<tr>
<td><strong>“O&amp;M Services Plans and Manuals”</strong></td>
<td>means the service plans and manuals required pursuant to Schedule 17.</td>
</tr>
<tr>
<td><strong>“O&amp;M Standards”</strong></td>
<td>means:</td>
</tr>
<tr>
<td>a.</td>
<td>any standards and specifications expressly referenced in this Agreement, including Schedule 15B, as applicable to the O&amp;M Work (excluding, for certainty, any Laws, Governmental Approvals or Permits); and</td>
</tr>
</tbody>
</table>
b. any standards and specifications that apply to the O&M Work (excluding, for certainty, any Laws, Governmental Approvals 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.

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>“O&amp;M Subcontract”</td>
<td>means the contract for the performance of the O&amp;M Work [excluding / including the Early O&amp;M Work] entered into between Developer and the Lead Facilities Operator in compliance with [ ] provided that, if and to the extent of any self-performance of the O&amp;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.</td>
</tr>
<tr>
<td>“O&amp;M Work”</td>
<td>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 Developer to comply with all requirements set out in Schedules 17 and 18 and any other provisions of this Agreement applicable to the performance of the O&amp;M Work during the Early D&amp;C Period or the O&amp;M Period, as applicable.</td>
</tr>
<tr>
<td>“O&amp;M Work During Construction”</td>
<td>Means any and all O&amp;M Work required to be performed by Developer during the O&amp;M Period During Construction pursuant to Section [ ] and other provisions of Schedule [ ].</td>
</tr>
<tr>
<td>“Ongoing Support Services”</td>
<td>has the meaning given to it in Section 31.4.b.</td>
</tr>
<tr>
<td>“Ongoing Support Services Agreement”</td>
<td>has the meaning given to it in Section 31.4.c.</td>
</tr>
<tr>
<td>“Organizational Conflict of Interest”</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>b. the “owner” referred to in that definition is each the City.</td>
</tr>
<tr>
<td>“Other Amounts”</td>
<td>means the sum calculated in accordance with Section 1.2 of Schedule 5.</td>
</tr>
<tr>
<td>“Other Event O&amp;M Availability”</td>
<td>means the Other Event O&amp;M Availability Payment in relation to the Facilities as calculated for Contract Year and pursuant to Schedule [5].</td>
</tr>
</tbody>
</table>
### Table of Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Parking Revenues”</td>
<td>means revenues generated from charges to park automobiles, trucks, RVs and any other personal, recreational or commercial vehicles.</td>
</tr>
<tr>
<td>“Parties”</td>
<td>means, collectively, the City and Developer, and “Party” means either the City or Developer.</td>
</tr>
<tr>
<td>“Ped Bridge Landing”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Pedestrian Bridge”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Performance and Measurement Table”</td>
<td>means the performance and measurement tables set out in Schedule 4 for, respectively, the O&amp;M Period During Construction and the Operating Period (as the same may be updated from time to time in accordance with Schedule 17 [O&amp;M]).</td>
</tr>
<tr>
<td>“Performance Bond”</td>
<td>has the meaning given to it in Section [ ] of Schedule [3].</td>
</tr>
<tr>
<td>“Performance Deduction”</td>
<td>means a financial deduction from the Availability Payment resulting from a Performance Failure, as calculated in accordance with Section 5.2 of Schedule 5.</td>
</tr>
<tr>
<td>“Performance Failure”</td>
<td>means a failure to provide the O&amp;M Services in accordance with the Performance Standards, except to the extent any such failure is cause by Permitted Planned Maintenance.</td>
</tr>
<tr>
<td>“Performance Failure Deduction Amount”</td>
<td>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 6 to Schedule 5 of the Agreement and escalated in accordance with Section 1.5 of Schedule 5 of the Agreement.</td>
</tr>
<tr>
<td>“Performance Failure Service Request”</td>
<td>means a Project-Related Service Request that relates to a Performance Failure.</td>
</tr>
<tr>
<td>“Performance Requirements”</td>
<td>means the requirements set out in [ ].</td>
</tr>
<tr>
<td>“Performance Standards”</td>
<td>means the performance standards applicable to the O&amp;M Services, as set forth in Annex 4 to Schedule 5.</td>
</tr>
<tr>
<td>“Permanent Cure”</td>
<td>means, with respect to:</td>
</tr>
<tr>
<td></td>
<td>a. a D&amp;C Noncompliance Failure, completion of the rectification measures such that the [D&amp;C Work] being performed in</td>
</tr>
</tbody>
</table>
accordance with the relevant D&C Noncompliance Standards and in accordance with this Agreement;
b. an Availability Failure, completion of rectification measures such that the relevant Area meets all applicable Availability Standards and requirements of this Agreement;
c. a Performance Failure, completion of rectification measures such that the relevant O&M Services for the relevant Area are being performed to the applicable Performance Standards and in accordance with this Agreement; or
d. an O&M Noncompliance Failure, completion of rectification measures such that the relevant O&M Work for the relevant Area are being performed to the applicable O&M Noncompliance Standards and in accordance with the Agreement,

and “Permanently Cured” has a corresponding meaning.

<table>
<thead>
<tr>
<th>“Permanent Cure Period”</th>
<th>means:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>With respect to a D&amp;C Noncompliance Failure, the period set out in Annex 2 to Schedule 5 of the Agreement (commencing at the expiry of the Temporary Cure Period) during which the Developer must effect a Permanent Cure in order to avoid incurring D&amp;C Noncompliance Points;</td>
</tr>
<tr>
<td>b.</td>
<td>With respect to an Availability Failure, the period set out in Annex 3 to Schedule 5 of the Agreement (commencing at the expiry of the Temporary Cure Period) during which Developer must effect a Permanent Cure in order to avoid incurring a corresponding Availability Deduction; or</td>
</tr>
<tr>
<td>c.</td>
<td>With respect to a Performance Failure, the period set out in Annex 4 to Schedule 5 of the Agreement (commencing at the expiry of the Temporary Cure Period) during which Developer must effect a Permanent Cure in order to avoid incurring a corresponding Performance Deduction.</td>
</tr>
<tr>
<td>d.</td>
<td>With respect to an O&amp;M Noncompliance Failure, the period set out in Annex 5 to Schedule 5 of the Agreement (commencing at the expiry of the Temporary Cure Period) during which Developer must effect a Permanent Cure in order to avoid incurring O&amp;M Noncompliance Points.</td>
</tr>
</tbody>
</table>

<p>| “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. |</p>
<table>
<thead>
<tr>
<th>&quot;Permitted Equity Transfer&quot;</th>
<th>means an Equity Transfer arising as a direct result of:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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);</td>
</tr>
<tr>
<td></td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>i. no Change of Control occurs as a result of such transaction; and</td>
</tr>
<tr>
<td></td>
<td>ii. the City has provided its prior consent to such transaction, such consent not to be unreasonably withheld;</td>
</tr>
<tr>
<td></td>
<td>c. the grant or enforcement of security over the membership interests in Developer to Debt Providers pursuant to the Financing Documents exclusively for purposes of securing the Project Debt, subject to the terms and conditions contained in this Agreement;</td>
</tr>
<tr>
<td></td>
<td>d. a transfer of interest between:</td>
</tr>
<tr>
<td></td>
<td>i. managed funds that are under common ownership or control; or</td>
</tr>
<tr>
<td></td>
<td>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;</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>i. no Change of Control occurs as a result of such a transaction; and</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
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<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Permitted Planned Maintenance”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Permitted Property Restriction”</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>a. [any Property Restriction expressly permitted by Section 25;]</td>
</tr>
<tr>
<td></td>
<td>b. any Property Restriction for taxes, assessments, or governmental charges</td>
</tr>
<tr>
<td></td>
<td>or levies not yet due and payable, or any Property Restriction for taxes,</td>
</tr>
<tr>
<td></td>
<td>assessments, or governmental charges or levies being contested in good</td>
</tr>
<tr>
<td></td>
<td>faith and by appropriate proceedings for which adequate reserves have been</td>
</tr>
<tr>
<td></td>
<td>established in accordance with GAAP; and</td>
</tr>
<tr>
<td></td>
<td>c. sublicenses expressly permitted under Section [ ];</td>
</tr>
<tr>
<td></td>
<td>i. with respect to any Potential Private Development Parcel, the</td>
</tr>
<tr>
<td></td>
<td>Developer's Private Development Rights with respect to the same.</td>
</tr>
<tr>
<td>“Person”</td>
<td>means any of a natural person, a corporation, a limited liability company,</td>
</tr>
<tr>
<td></td>
<td>a trust, a partnership, a limited liability partnership, a joint stock</td>
</tr>
<tr>
<td></td>
<td>company, a consortium, a joint venture, an unincorporated association, or</td>
</tr>
<tr>
<td></td>
<td>any other entity recognized as having legal personality under the laws of</td>
</tr>
<tr>
<td></td>
<td>the State, in each case as the context may require.</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2 Common Areas”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2 Incorporated Elements”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2 Parking Structure”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2 Project”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2 Public Streets”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Phases 1 &amp; 2 Retained Elements”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Plan of Development”</td>
<td>has the meaning given to it in Schedule [ ].</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>“Planned Maintenance”</td>
<td>means O&amp;M Work that has been properly scheduled and executed in accordance with Schedule [17].</td>
</tr>
<tr>
<td>“Planned Maintenance Schedule”</td>
<td>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.</td>
</tr>
<tr>
<td>“Plans”</td>
<td>has the meaning given to it in Schedule [12].</td>
</tr>
<tr>
<td>“Pond D”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Pond H”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Possession”</td>
<td>means, in relation to any [part of the Site] 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:</td>
</tr>
<tr>
<td></td>
<td>a. rights, including statutory or public franchise rights, of Governmental Authorities, [Utility Owners, Railroads,] and third parties, including:</td>
</tr>
<tr>
<td></td>
<td>i. as contemplated by the Third Party Agreements; and</td>
</tr>
<tr>
<td></td>
<td>ii. as such access and use may be permitted and regulated by the City [WSSA/CSU] [including through the issuance of Access Permits];</td>
</tr>
<tr>
<td></td>
<td>b. rights, including rights of access, granted to the City [and WSSA/CSU] and each of [its][their] employees, agents, consultants, and subcontractors and to other Persons under this Agreement;</td>
</tr>
<tr>
<td></td>
<td>c. restrictions on access and/or use applicable to any such [ ] set out in:</td>
</tr>
<tr>
<td></td>
<td>i. easement deeds, right of entry permits, and/or any Permit;[or]</td>
</tr>
<tr>
<td></td>
<td>ii. any title commitments [or American Land Title Association maps related to the Site] as set out in the Reference Documents[; or</td>
</tr>
<tr>
<td></td>
<td>d. any other easements, zoning restrictions, regulations, rights of way, and similar restrictions on real property imposed by Law, any Permit;</td>
</tr>
<tr>
<td></td>
<td>e. any other restrictions or qualifications set out in Schedule 13]; or</td>
</tr>
</tbody>
</table>
f. any other express restrictions or qualifications set out in this Agreement.\(^\text{17}\)

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Potential Private Development Parcel”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Preferred Proposer”</td>
<td>has the meaning given to it in the Recitals.</td>
</tr>
<tr>
<td>“Preventative Maintenance”</td>
<td>means O&amp;M Work that is carried out in order to prevent degradation of Facilities or Elements.</td>
</tr>
<tr>
<td>“Preventative Maintenance Plan”</td>
<td>means the plan required as part of the O&amp;M Period O&amp;M Management Plan outlining the planning and approach to Preventative Maintenance.</td>
</tr>
<tr>
<td>“Principal Subcontract”</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>a. the D&amp;C Subcontract;</td>
</tr>
<tr>
<td></td>
<td>b. the O&amp;M Subcontract;</td>
</tr>
<tr>
<td></td>
<td>c. the Lead Real Estate Development Subcontract; and</td>
</tr>
<tr>
<td></td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>i. ([10]%) of the D&amp;C Work in aggregate;</td>
</tr>
<tr>
<td></td>
<td>ii. ([30]%) of all Private Development work in any given Contract Year, ([40]%) of the Private Development work with respect to any Private Development Parcel in any given Contract Year, or ([\ ]); and</td>
</tr>
<tr>
<td></td>
<td>iii. ([40]%) of the O&amp;M Work in any given Contract Year or ([15]%) of the O&amp;M Work in any given consecutive five Contract Year period.</td>
</tr>
<tr>
<td>“Principal Subcontractor”</td>
<td>means any party, other than Developer, to a Principal Subcontract, including the Lead Contractor, the Lead Facilities Operator, and the Lead Real Estate Developer.</td>
</tr>
<tr>
<td>“Principal Subcontractor Direct Agreement”</td>
<td>means any agreement in substantially the form attached as Schedules [22/23] with a [Lead Real Estate Developer / Principal Subcontractor].(^\text{18})</td>
</tr>
<tr>
<td>“Privacy Records”</td>
<td>means employee, patron, tenant, or user data generated by, or accumulated or collected in connection with, conducting the Work or Private Development</td>
</tr>
</tbody>
</table>

\(^{17}\) Under review for refinement in a future Addendum including to account for Private Development rights.

\(^{18}\) Approach under review pending release of a subsequent Addendum.
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 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 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
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>“Private Development Milestone”</td>
<td>has the meaning given to it in Section [], of the Schedule 14.</td>
</tr>
<tr>
<td>“Private Development Milestone Date”</td>
<td>means the period beginning on the date of the Initial Takedown or the subsequent Private Development Milestone and ending on the date of the next Private Development Milestone.</td>
</tr>
<tr>
<td>“Private Development Parcel”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Private Development Period”</td>
<td>means the period beginning on the date of the Initial Takedown anticipated to occur on or about the Financial Close Date and ending on the earliest of [the Developer’s loss of Future Takedown Rights pursuant to Section [], of Schedule 14,] the Expiry Date, and the Termination Date.</td>
</tr>
<tr>
<td>“Private Development Revenues”</td>
<td>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.</td>
</tr>
<tr>
<td>“Private Development Rights”</td>
<td>means the right of the Developer and, through it the Lead Real Estate Developer, to acquire in fee the Potential 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 Schedules [ ], and the Development Plan.</td>
</tr>
<tr>
<td>“Private Development Subcontract”</td>
<td>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.</td>
</tr>
<tr>
<td>“Private Development Subcontractors”</td>
<td>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.</td>
</tr>
<tr>
<td>“Private Event”</td>
<td>means an Event which shall not be generally open to the public.</td>
</tr>
<tr>
<td>“Private Utilities”</td>
<td>means any Utilities that are not Public Utilities.</td>
</tr>
<tr>
<td>“Private Utility Owners”</td>
<td>means the owner of a Private Utility.</td>
</tr>
<tr>
<td>“Programming Prioritization Criteria”</td>
<td>means the criteria to be applied by the Event Co-Ordination Committee in accordance with Section 7.2.5.</td>
</tr>
</tbody>
</table>
“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 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
<table>
<thead>
<tr>
<th>Default of the type entitling the Developer to terminate the Agreement;</th>
</tr>
</thead>
<tbody>
<tr>
<td>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</td>
</tr>
<tr>
<td>e. any Private Development Debt.</td>
</tr>
</tbody>
</table>

| “Project Development Debt” | means []. |
|---|

| “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 [17]. |
|---|

| “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: |
|---|
| a. 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; |
| b. pursuant to Good Industry Practice; |
| c. pursuant to GAAP, as applicable; |
| d. as otherwise required by the provisions of this Agreement; and |
| e. copies of: |
| i. all Subcontracts; and |
### Project Agreement

<table>
<thead>
<tr>
<th><strong>“Project Revenues”</strong></th>
<th>means, together, the Developer-Retained Revenues and the City-Retained Revenues.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>“Project Schedule”</strong></td>
<td>means, initially, the Baseline Schedule and, once Approved pursuant to Section [ ] of Schedule [ ], the then current Revised Baseline Schedule.</td>
</tr>
<tr>
<td><strong>“Project Schedule Milestone Completion Date”</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>“Project Schedule Milestone”</strong></td>
<td>means with respect to each Project Schedule Milestone the date specified for achievement of such milestone in the Baseline Schedule.</td>
</tr>
</tbody>
</table>
| **“Project Standard”** | means:  
  a. the D&C Standards; and  
  b. the O&M Standards |
<p>| <strong>“Projected Assessed Values”</strong> | has the meaning given to it in Section [ ] of Schedule [ ]. |
| <strong>“Projected Sales Tax”</strong> | has the meaning given to it in Section [ ] of Schedule [ ]. |
| <strong>“Property Restriction”</strong> | 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. |
| <strong>“Proposal Development Plan”</strong> | means the final draft Development Plan submitted by the Preferred Proposer with the Developer’s Proposal pursuant to Section [ ] of the ITP. |
| <strong>“Proposal Extracts”</strong> | means the extracts from the Developer’s proposal submitted in response to the RFP attached as Schedule [ ]. |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Proposal Schedule”</td>
<td>means the Project Schedule included in the Preferred Proposer’s response to the RFP and attached in the Proposal Extracts.</td>
</tr>
<tr>
<td>“Proposer”</td>
<td>has the meaning given to it in the Recitals.</td>
</tr>
<tr>
<td>“Proprietary Intellectual Property”</td>
<td>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.</td>
</tr>
<tr>
<td>“Public Elements”</td>
<td>means [all of the Public Elements D&amp;C, Public Elements O&amp;M, and any additional Elements that Developer is required to either design, construction, operate, or maintain pursuant to this Agreement].</td>
</tr>
<tr>
<td>“Public Elements D&amp;C”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Public Elements O&amp;M”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Public Event”</td>
<td>means an Event which shall be generally open to the public.</td>
</tr>
<tr>
<td>“Public Infrastructure”</td>
<td>means [roads / utilities etc.].</td>
</tr>
<tr>
<td>“Public On-Street Parking”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Public Parking”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Public Plazas”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Public Safety Order”</td>
<td>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 Project is located or which the Project serves, to the extent such rule, order or directive:</td>
</tr>
<tr>
<td></td>
<td>a. requires specific changes in Developer’s normal design, construction, operation, or maintenance procedures in order to comply therewith; and</td>
</tr>
<tr>
<td></td>
<td>b. must be complied with by Developer (or any Principal Subcontractor in connection with performance of the Work) as a matter of Law.</td>
</tr>
<tr>
<td>“Public Street”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
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<td>----------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Public Street ROW”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Public Streets and Utility Owner Infrastructure”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Public Structured Parking”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Public Utility”</td>
<td>means utilities owned by:</td>
</tr>
<tr>
<td></td>
<td>a. Denver Water;</td>
</tr>
<tr>
<td></td>
<td>b. Denver Wastewater Management Division;</td>
</tr>
<tr>
<td></td>
<td>c. Metro Wastewater; or</td>
</tr>
<tr>
<td></td>
<td>d. any other Government Authority,</td>
</tr>
<tr>
<td></td>
<td>and, together with the Private Utilities, constitutes the Utilities.</td>
</tr>
<tr>
<td>“Punch List”</td>
<td>has the meaning given to it in Schedule [4].</td>
</tr>
<tr>
<td>“Punch List Item”</td>
<td>means any minor Defect [or Nonconforming Work] which individually, and in</td>
</tr>
<tr>
<td></td>
<td>aggregate with all other such Punch List Items, shall not have any material</td>
</tr>
<tr>
<td></td>
<td>or adverse effect on the normal, uninterrupted, and safe use and operation</td>
</tr>
<tr>
<td></td>
<td>of the affected Element of the Project for its intended purpose.</td>
</tr>
<tr>
<td>“Purchase and Sale Agreement”</td>
<td>means an agreement to purchase a Potential Private Development Parcel from</td>
</tr>
<tr>
<td></td>
<td>the City in the form contained in Annex [ ] of Schedule 14.</td>
</tr>
<tr>
<td>“Qualifying Refinancing”</td>
<td>means any Refinancing that shall give rise to a Refinancing Gain greater</td>
</tr>
<tr>
<td></td>
<td>than zero which is not an Exempt Refinancing.</td>
</tr>
<tr>
<td>“Quality Assurance (“QA”)/ Quality Control (“QC”) (together,</td>
<td>has the meaning given to it in Schedule [10].</td>
</tr>
<tr>
<td>“QA/QC”)</td>
<td>“QA/QC”)</td>
</tr>
<tr>
<td>“Quality Control”</td>
<td>has the meaning given to it in Schedule [10].</td>
</tr>
<tr>
<td>“Quality Management Plan”</td>
<td>has the meaning given to it in Schedule [10].</td>
</tr>
<tr>
<td>“Rate Sheet”</td>
<td>means the schedule of Facility Rental rates for Non-Developer Events to be</td>
</tr>
<tr>
<td></td>
<td>provided by the City from time to time.</td>
</tr>
<tr>
<td>“Rating Agency”</td>
<td>means each of:</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------</td>
</tr>
<tr>
<td>a.</td>
<td>Fitch, Inc.;</td>
</tr>
<tr>
<td>b.</td>
<td>Moody’s Investors Service, Inc.;</td>
</tr>
<tr>
<td>c.</td>
<td>Standard &amp; Poor’s Ratings Services; and</td>
</tr>
<tr>
<td>d.</td>
<td>DBRS, Inc.,</td>
</tr>
<tr>
<td></td>
<td>provided in each case that such entity is at the relevant time a Registered Rating Agency.</td>
</tr>
<tr>
<td>“Railroad”</td>
<td>means [BNSF, RTD and or DIRR].</td>
</tr>
<tr>
<td>“Railroad Agreement”</td>
<td>has the meaning given to it in [ ].</td>
</tr>
<tr>
<td>“Railroad ROW”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Reasonable Efforts”</td>
<td>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:</td>
</tr>
<tr>
<td>a.</td>
<td>where the relevant Party is either the City or Developer, the relevant Party shall not be required to expend funds except for those:</td>
</tr>
<tr>
<td>i.</td>
<td>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</td>
</tr>
<tr>
<td>ii.</td>
<td>that the other Party agrees to reimburse in advance; and</td>
</tr>
<tr>
<td>b.</td>
<td>where the relevant Party is the City, the City shall not be required to:</td>
</tr>
<tr>
<td>i.</td>
<td>take any action to the extent uncommitted budgeted funds are unavailable to undertake such action;</td>
</tr>
<tr>
<td>ii.</td>
<td>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;</td>
</tr>
<tr>
<td>iii.</td>
<td>exercise or refrain from exercising any statutory or administrative law power, authority, or discretion;</td>
</tr>
<tr>
<td>iv.</td>
<td>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;</td>
</tr>
</tbody>
</table>
| v.         | take a position that would not be usual and customary for the City to take in addressing similar circumstances
<table>
<thead>
<tr>
<th><strong>Project Agreement</strong></th>
<th>affecting other projects (except for usual and customary arrangements that are incompatible with the Project’s contracting methodology); or</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>vi. refrain from concurring with a position taken by any Governmental Authority if the City believes that position to be correct.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>“Recording Frequency”</th>
<th>means the frequency at which a Performance Standard is evaluated, being annually, semi-annually, monthly, or per occurrence.</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Reference Documents”</td>
<td>means each of the materials, documents and data listed in Schedule [40 (Reference Documents)].</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>“Refinancing”</th>
<th>means:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. any amendment, variation, novation, supplement or replacement of any Financing Document;</td>
</tr>
<tr>
<td></td>
<td>b. the exercise of any right, or the grant of any waiver or consent, under any Financing Document;</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>“Refinancing Gain”</th>
<th>means an amount equal to the greater of zero and an amount equal to (A-B-C), where:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A = the net present value (using the Base Case 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;</td>
</tr>
<tr>
<td></td>
<td>B = the net present value (using the Base Case 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</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<td>-------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>C</td>
<td>any adjustment required to increase the Pre-Refinancing Equity IRR to the Base Case Equity IRR, if applicable.</td>
</tr>
<tr>
<td>“Registered Rating Agency”</td>
<td>means a nationally recognized statistical rating organization registered with the Office of Credit Rating of the U.S. Securities and Exchange Commission.</td>
</tr>
<tr>
<td>“Release”</td>
<td>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.</td>
</tr>
<tr>
<td>“Relevant Obligation”</td>
<td>means any obligation that the City owed to such third party pursuant to this Agreement.</td>
</tr>
<tr>
<td>“Relief Event”</td>
<td>has the meaning given to it in Section 12.1.c.</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 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 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).</td>
</tr>
<tr>
<td>“Renewal Work Schedule”</td>
<td>has the meaning given to it in Section [ ] of Schedule 19.</td>
</tr>
<tr>
<td>“Rescue Refinancing”</td>
<td>means a Refinancing by the Debt Providers upon the occurrence of a default or an event of default under the Financing Agreements.</td>
</tr>
<tr>
<td>“Residential Units”</td>
<td>means any residential unit(s)/lot(s) constructed within the Project, for sale or for rent.</td>
</tr>
<tr>
<td>“Repair Availability Payment” or “APR”</td>
<td>means Repair Availability Payment as calculated for Contract Year and pursuant to Schedule [5].</td>
</tr>
<tr>
<td>“Repeat Failure Ratchet” or “RR”</td>
<td>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.</td>
</tr>
<tr>
<td>“Response Period”</td>
<td>means, with respect to a D&amp;C Noncompliance Failure, an Availability Failure, a Performance Failure or an O&amp;M Noncompliance Failure, the period specified in Annex 2, Annex 3, Annex 4 or Annex 5 to Schedule 5, as applicable, commencing from the relevant Logged Failure Time, within which Developer must: (a) open a complete response ticket in the Helpdesk; and (b) attend to the location of the D&amp;C Noncompliance Failure, the Availability Failure, Performance Failure or O&amp;M Noncompliance Failure, as applicable, to assess the nature of the event, if the D&amp;C Noncompliance Failure, Availability Failure, Performance Failure or</td>
</tr>
</tbody>
</table>
O&M Noncompliance Failure is or may reasonably be expected to pose a hazard or threat to the health or safety of a User or City property.

“Restricted Transfer Period” means the period commencing on the Effective Date and ending on (but not including) the second anniversary of the Substantial Completion Date.

“Representative” has the meaning given to it in Section [ ].

“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 Approved by the City, in its discretion, pursuant to Section [ ] of Schedule [ ].

“RFP” has the meaning given to it in the Recitals.

“Riverfront” has the meaning given to it in Annex B.

“Routine Event” means an Event which is (1) a failure to provide any of the Performance Standards listed in Annex 4 to Schedule 5, (2) results in a material breach of binding regulatory requirements or standards or (3) is not an Emergency Event.

“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.¹⁹

“Security Control Center” means the central point of security operations established and maintained by the Developer pursuant to Schedule 17.

¹⁹ Process for charging and collecting Seat Tax to be clarified in future addendum.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Security Documents”</td>
<td>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.</td>
</tr>
<tr>
<td>“Service Line”</td>
<td>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 b. a Utility line on public or private property that services structures located on such property.</td>
</tr>
<tr>
<td>“Setting Date”</td>
<td>means [insert date provided in the ITP].</td>
</tr>
<tr>
<td>“Sheep Bridge”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Similar Project”</td>
<td>[means any [ ] within the State or elsewhere in the United States, including [a construction or reconstruction project involving such a facility], that is more similar than not to the Project based on any one or more of the following elements: size, value, scope, technical complexity, geography, usage and risk profile].</td>
</tr>
<tr>
<td>“Site”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Site Development Plan”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Site Plans”</td>
<td>means the site depictions included as Reference Document Nos. 15.00.009.01, 15.00.011.01, and 17.00.004.01.</td>
</tr>
<tr>
<td>“Site-Specific Development Plan”</td>
<td>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.</td>
</tr>
<tr>
<td>“Special Event”</td>
<td>means an event specified by the City in accordance with Section 7.3 of Schedule 5.</td>
</tr>
<tr>
<td>“Special Event Increment” or “SEI”</td>
<td>means the multiplier applied to an Availability Deduction in accordance with Section 4.2 of Schedule 5 of the Agreement.</td>
</tr>
<tr>
<td>“Stakeholders”</td>
<td>has the meaning given to it in Section [ ] of Schedule [ ].</td>
</tr>
<tr>
<td>“State”</td>
<td>means the State of Colorado.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Stock Show”</td>
<td>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.</td>
</tr>
<tr>
<td>“Stock Show Period”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Stock Show Shoulder Period”</td>
<td>has the meaning given to it in Schedule [13].</td>
</tr>
<tr>
<td>“Stock Show Shoulder Period”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Stockyards”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Stockyards Auction Hall”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Stockyards Events Center”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Stockyards Show Arena”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“SUE”</td>
<td>means subsurface utility engineering.</td>
</tr>
<tr>
<td>“Subcontract”</td>
<td>means any contract (at any tier) entered into by Developer, any Lead Subcontractor, 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.</td>
</tr>
<tr>
<td>“Subcontractor Claim”</td>
<td>means any claim purporting to be a claim made pursuant to C.R.S. § 38-26-107.</td>
</tr>
<tr>
<td>“Subcontractors”</td>
<td>means any party, other than Developer, to a Subcontract.</td>
</tr>
<tr>
<td>“Submittals”</td>
<td>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</td>
</tr>
<tr>
<td>“Substantial Completion”</td>
<td>means the satisfaction of all Substantial Completion Conditions, as confirmed by the City’s issuance of the Substantial Completion Certificate.</td>
</tr>
<tr>
<td>“Substantial Completion Certificate”</td>
<td>has the meaning given to it in Section [4] of Schedule [4].</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Substantial Completion Conditions”</td>
<td>has the meaning given to it in Section [ ] of Schedule [4].</td>
</tr>
<tr>
<td>“Substantial Completion Date”</td>
<td>means the day on which Substantial Completion Conditions are met and the Substantial Completion Certificate is executed.</td>
</tr>
<tr>
<td>“Supervening Event”</td>
<td>has the meaning given to it in Section 12.</td>
</tr>
<tr>
<td>“Supervening Event Claim”</td>
<td>has the meaning given to it in Section 12.</td>
</tr>
<tr>
<td>“Supervening Event Notice”</td>
<td>has the meaning given to it in Section 12.</td>
</tr>
<tr>
<td>“Takedown”</td>
<td>means the Initial Takedown and any Future Takedown.</td>
</tr>
<tr>
<td>“Takedown Housing Plan”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“Takedown Notice”</td>
<td>has the meaning given to it in Section [ ] of Schedule [ ].</td>
</tr>
<tr>
<td>“Takedown Parcel”</td>
<td>has the meaning given to it in Section [ ] of Schedule [ ].</td>
</tr>
<tr>
<td>“Taxes”</td>
<td>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, the Project, the performance of the Work and 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, including any interest, penalty or addition thereto, in all cases whether disputed or undisputed.</td>
</tr>
<tr>
<td>“Technical Panel”</td>
<td>has the meaning given to it in Section 5.a of Schedule 30.</td>
</tr>
<tr>
<td>“Technical Requirements”</td>
<td>means: [to list relevant Schedule(s) once initial complete issuance made in a subsequent Addendum].</td>
</tr>
<tr>
<td>“Temporary Cure”</td>
<td>means completion of rectification measures sufficient to:</td>
</tr>
<tr>
<td></td>
<td>a. bring an Area affected by an Availability Failure or Performance Failure into compliance with the applicable Availability Standards or Performance Standards, as the case may be, and</td>
</tr>
</tbody>
</table>
b. ensure that the Area can be used without risk to the health and safety of Users, and where “Temporarily Cured” has a corresponding meaning.

“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 Date” means the effective date of any early termination of this Agreement.

“Termination for Extended Events" has the meaning given to it in Section 30.2.6.

“Termination for Failure to Organize” means the termination of this Agreement initiated by the City, in its discretion, at any time on or before the Expiry Date by delivering to Developer a Termination Notice to such effect on the basis that the Developer has failed to timely effect organization of the Title 32 Districts in accordance with Section [ ]. of Schedule 14.

“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. [ ]; and
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>“Project Agreement”</td>
<td>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.</td>
</tr>
<tr>
<td>“Ticket Sales Revenues”</td>
<td>means the amount collected by the Developer from [Users] of the Facilities in respect of tickets, passes, and [ ] sold for attendance or participation at Developer Events.</td>
</tr>
<tr>
<td>“Title 32 District”</td>
<td>means [to be inserted in a subsequent Addendum].</td>
</tr>
<tr>
<td>“Title Company”</td>
<td>has the meaning given to it in Section [ ] of Schedule [ ].</td>
</tr>
<tr>
<td>“Triangle”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Area 1”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Area 2”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Area 3”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Area 4”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Area 5”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Area 6”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Common Areas”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Incorporated Elements”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Public Elements”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Public Streets”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Triangle Retained Elements”</td>
<td>Has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Unavailable”</td>
<td>means, with respect to an Area, failure comply with the definition of Availability or a Consequentially Unavailable Area, or is otherwise deemed to be Unavailable, in accordance with Section 5 of the Agreement, except to the extent such circumstance is caused by Permitted Planned Maintenance; and “Unavailability” has a corresponding meaning.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>“unreasonably withheld”</td>
<td>has the meaning given to it in Section 5.1.d of Annex B.</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>“User(s)”</td>
<td>means any user of the NWC Campus, including:</td>
</tr>
<tr>
<td></td>
<td>a. members of the general public;</td>
</tr>
<tr>
<td></td>
<td>b. the City;</td>
</tr>
<tr>
<td></td>
<td>c. the CSU;</td>
</tr>
<tr>
<td></td>
<td>d. the WSSA;</td>
</tr>
<tr>
<td></td>
<td>e. the Authority;</td>
</tr>
<tr>
<td></td>
<td>f. employees, contractors, or service providers of any User identified in clauses (b) through (e);</td>
</tr>
<tr>
<td></td>
<td>g. current or future students of CSU;</td>
</tr>
<tr>
<td></td>
<td>h. any security or emergency personnel on the NWC Campus; and</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>“Utility”</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>a. the necessary appurtenances to any such line, facility, and/or system; and</td>
</tr>
<tr>
<td></td>
<td>b. any Service Line connecting directly to any such line, facility, and/or system, regardless of the ownership of such Service Line, provided that stormwater facilities, irrigation ditches, video and video detection systems, traffic signals, and street lighting shall not constitute “Utilities”.</td>
</tr>
<tr>
<td>“Utility Adjustment”</td>
<td>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.</td>
</tr>
<tr>
<td>“Utility Adjustment Work”</td>
<td>means all efforts necessary to accomplish the required Utility Adjustments during the D&amp;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.</td>
</tr>
<tr>
<td>“Utility Agreement”</td>
<td>means an agreement between Developer and a Utility Owner that provides information and terms affecting any Utility Adjustment.</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Utility Owner”</td>
<td>means the owner of a Utility.</td>
</tr>
<tr>
<td>“Utility Work”</td>
<td>means the work described in Section 7.2.2 of Schedule 15. For the avoidance of doubt, together:</td>
</tr>
<tr>
<td></td>
<td>a. the Utility Adjustment Work; and</td>
</tr>
<tr>
<td></td>
<td>b. all efforts necessary to install and commission Utilities that were not installed or in place prior to the Setting Date,</td>
</tr>
<tr>
<td></td>
<td>constitute the Utility Work.</td>
</tr>
<tr>
<td>“Warrantied Project Elements”</td>
<td>means the Public Streets and Utility Owner Infrastructure on the Triangle to be completed as part of the D&amp;C Work to be maintained by the applicable Warranty Beneficiaries on and from the Substantial Completion Date.</td>
</tr>
<tr>
<td>“Warranty Beneficiaries”</td>
<td>means with respect to those Warrantied Project Elements to be maintained by it, the City.</td>
</tr>
<tr>
<td>“Work”</td>
<td>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&amp;C Work and the O&amp;M Work, but excluding Private Development.</td>
</tr>
<tr>
<td>“Work Product”</td>
<td>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.</td>
</tr>
<tr>
<td>“Working Day”</td>
<td>means any Calendar Day that is not a Saturday, a Sunday or Holiday.</td>
</tr>
<tr>
<td>“WSSA”</td>
<td>has the meaning given to it in the Recitals.</td>
</tr>
<tr>
<td>“WSSA Booking Contact”</td>
<td>shall be [ ].</td>
</tr>
<tr>
<td>“WSSA Exclusive Events”</td>
<td>means [ ].</td>
</tr>
<tr>
<td>“WSSA O&amp;M Period”</td>
<td>has the meaning given to it in Annex B.</td>
</tr>
<tr>
<td>“Xcel”</td>
<td>means Xcel Energy, Inc.</td>
</tr>
<tr>
<td>“Zoning”</td>
<td>means the City’s Zoning Administration Unit as set forth in Schedule 9.</td>
</tr>
</tbody>
</table>
Schedule 1
Financial Close

Schedule 1 to be released with Addendum #1.
Schedule 2
Representations and Warranties

Schedule 2 to be released with Addendum #1.
Schedule 3
Notice to Proceed and Phasing Requirements

Schedule 3 to be released with Addendum #1.
Schedule 4
Completion

Schedule 4 to be released with Addendum #1.
Schedule 5
Payment Mechanism

1. AVAILABILITY PAYMENTS

1.1 Annual Maximum Availability Payment

From the Substantial Completion Date to the Termination Date, the Maximum Availability Payment for Year (y) ("MAP_y") shall be calculated as follows:

\[
MAP_y = (APC_y \times [1\%]^n) + [(APO_{by} + APO_{my} + APO_{ey} + APR_y) \times ESC_y]
\]

Where:

- \(APC_y\) means the maximum Capital Availability Payment\(^1\) as calculated for [Contract Year] (y).
- \(n\) means the number of [Contract Years] since the Effective Date.
- \(APO_{by}\) means the maximum Base O&M Availability Payment\(^2\) in relation to the Facilities as calculated for [Contract Year] (y).
- \(APO_{my}\) means the maximum Major Event O&M Availability Payment\(^3\) in relation to the Facilities as calculated for [Contract Year] (y).
- \(APO_{ey}\) means the maximum Other Event O&M Availability Payment in relation to the Facilities as calculated for Year (y) being the total of Column G in the table in Section 8.2.
- \(APR_y\) means the maximum [Repair Availability Payment]\(^4\) as calculated for [Contract Year] (y), as determined.
- \(ESC_y\) means the escalation calculated in accordance with Section 1.5.
- \(y\) means the [Contract Year] for which the escalation-adjusted MAP is being calculated.

The Availability Payment in any [Contract Year] will never be less than zero or greater than the MAP for that given [Contract Year].

1.2 Monthly Payments\(^5\)

Subject to any limitations and exceptions expressly provided in the Project Agreement, 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") shall be

---

\(^1\) Intended to represent the repayment of private financing for the project.
\(^2\) Intended to include the fixed costs of operating the National Western Center Campus including general campus management staffing costs, fixed custodial and other operational staffing costs, day to day utilities (excluding utilities required specifically for Non-Developer Events and Developer Events), cleaning services, pest control, waste management and environmental services, reactive maintenance, snow and ice removal and similar typical facility services.
\(^3\) Intended to include the event-specific costs incurred for servicing the days of Major Events, including their load-in and load-out days. These costs may include event-specific security, cleaning, setting out, Facility booking services, parking management, routine audio-visual (e.g., screen and projector), and event utility costs (should be separately identifiable).
\(^4\) Intended to reflect the costs of major maintenance and lifecycle repairs (planned and unplanned).
\(^5\) The City is considering whether to make quarterly payments and any amendments will be included in a subsequent Addendum.
calculated as the monthly amount of the annual Maximum Availability Payment for a Year (y) less the Monthly Deductions for that Month (m):

\[ MP_m = MMP_m - MD_m \pm AR_{y-1} \pm OA \]

Where:
- \( MMP_m \) means the Maximum Monthly Payment for Month (m) being 1/12 of the Maximum Availability Payment for a Year (y) as calculated in accordance with Section 1.1.
- \( MD_m \) means the Monthly Deductions incurred in respect of Month (m).
- \( AR_{y-1} \) means the Annual APO Reconciliation (“AR”) relating to the prior [Contract Year] (y-1) as calculated in accordance with Section 8.
- \( OA \) means any Other Amounts due from one Party to another in respect of this Project Agreement from time to time.

1.3 Partial Months
For partial Months that occur due to:
- a. the Substantial Completion Date; or
- b. the occurrence of the Termination Date,
in each case not coinciding with the first day of a Month, a pro rata adjustment to the Monthly Payment shall be made.

1.4 Failure to Properly Report and Record D&C Noncompliance Failures, Availability Failures, and O&M Noncompliance Failures
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 or O&M Noncompliance Failure, the City will retroactively recalculate the applicable Deductions and/or Noncompliance Points for the relevant period, and the difference between the originally calculated Deductions or Noncompliance Points and the recalculated Deductions will be included in the Excess Deduction Amount in the calculation of the next Monthly Payment, as applicable.

1.5 Escalation
The Escalation Factor (“ESC”) for each Year (y) shall be calculated in accordance with the following formula:

\[ ESC_y = \frac{CPI_y}{CPI_{base}} \]

Where:
- \( CPI_y \) means the value of CPI corresponding to the most recently published Month as of commencement of [Year] (y)
- \( CPI_{base} \) means the value of CPI corresponding to the most recently published Month as of the [DATE]
2. **MONTHLY DEDUCTIONS**

2.1 **Calculation of Monthly Deductions**

a. For Months from the Substantial Completion Date and prior to the Termination Date, the City may apply D&C Deductions ("DD"), O&M Deductions ("OD"), or D&C Work Period O&M Deductions ("COD") collectively “Deductions”.

b. D&C Deductions shall be calculated in accordance with Section 2.2, shall accrue during the D&C Work Period and be applied to the first Monthly Payment and all subsequent Monthly Payments until the accrued D&C Deductions have been full applied.

c. O&M Deductions shall be calculated in accordance with Section 2.3 and applied to the Monthly Payment that follows the occurrence of the O&M Deduction.

d. D&C Work Period O&M Deductions shall be calculated in accordance with Section 7, shall accrue during the [D&C Work Period] and be applied to the first Monthly Payment and all subsequent Monthly Payments until the accrued D&C Work Period O&M Deductions have been full applied.

e. Where the Monthly Deductions in respect of an individual category exceed the Maximum Monthly Payment, in respect of Month (m), such "Excess Deductions Amount" or "EDA" shall be applied to subsequent Monthly Payments until they are fully discharged.

Monthly Deductions shall be calculated as set out below:

\[ MD_m = DD + COD + OD_{m-1} + EDA_m \]

*Where:

*DD* means the D&C Deductions incurred during the [D&C Work Period] and calculated in accordance with Section 2.1. Such D&C Deductions shall initially be applied to the first Monthly Payment. D&C Deductions not so applied shall be rolled forward and included in the Excess Deductions Amount in subsequent Monthly Payments until fully discharged.

*COD* means the D&C Work Period O&M Deductions incurred during the [D&C Work Period] calculated in accordance with Section 2.3

*OD_{m-1}* means the O&M Deductions incurred in the previous Month (m-1) as calculated in Section 2.4

*EDA_m* means the Excess Deductions Amount outstanding at the commencement of the current Month (m)

2.2 **D&C Deductions**

From [NTP1] until the [Substantial Completion Date], the City may calculate and accrue D&C Deductions in accordance with the following formula:

\[ DD = \left( \sum NCPD_f - NCPTD \right) \times NCRD \times ESC \]

*Where:

\( \sum NCP_f \) means the aggregate of D&C Noncompliance Points ("NCP_{f,i}") incurred by the Developer in respect of D&C Noncompliance Failures (i) occurring during the [D&C Work Period] calculated in accordance with Section 3
2.3 Calculation of D&C Work Period O&M Deductions

From the first [Occupancy Readiness Date] for a Facility until the [Substantial Completion Date], the City may calculate and accrue D&C Work Period O&M Deductions in relation to Facilities, that have achieved Occupancy Readiness, in accordance with the following formula:

\[ COD = \sum AD_c + \sum PD_c \]

Where:

- \( COD \) means the D&C Work Period O&M Deductions
- \( \sum AD_c \) means the aggregate of Availability Deductions incurred by the Developer during the [D&C Work Period] (c) each Availability Deduction to be calculated in accordance with Section 4.2
- \( \sum PD_c \) means the aggregate of Performance Deductions incurred by the Developer during the [D&C Work Period] (c) each Performance Deduction to be calculated in accordance with Section 5.2

2.4 O&M Deductions

For periods commencing with [Substantial Completion Date] and prior to the [Termination Date], O&M Deductions shall be calculated in accordance with the following formula:

\[ OD_{m-1} = AD_{m-1} + PD_{m-1} + OND_{m-1} \]

Where:

- \( AD_{m-1} \) means the Availability Deductions incurred by the Developer in respect of the Month prior to the current Month (m-1) as calculated in accordance with Section 4
- \( PD_{m-1} \) means the Performance Deductions incurred by the Developer in respect of the Month prior to the current Month (m-1) as calculated in accordance with Section 5
- \( OND_{m-1} \) means the O&M Noncompliance Deductions incurred by the Developer in respect of the Month prior to the current Month (m-1) as calculated in accordance with Section 6

2.5 Bedding-in Period

For the [90] days after the [Occupancy Readiness] of each Facility (the “Bedding-in Period”), the D&C Work Period O&M Deductions or the O&M Deductions, as applicable, shall be reduced by [50%].
3. D&C DEDUCTIONS

3.1 Calculation of D&C Noncompliance Points

In the event that the Developer fails to perform the [Services] in accordance with the D&C Noncompliance Standards (each failure to be a “D&C Noncompliance Failure”) the City may assess D&C Noncompliance Points in accordance with the following formula:

\[ NCPD_{f} = NCPD \times RP \]

Where:

- \( NCPD_{f} \) means the D&C Noncompliance Points (“NCP,\( _{f} \)”) incurred by the Developer in respect of a D&C Noncompliance Failure (\( f \)) occurring during the [D&C Work Period]
- \( NCPD \) means the D&C Noncompliance Point value in respect of the D&C Noncompliance Standard that has been breached by the Developer to cause the D&C Noncompliance Failure
- \( RP \) means the number of Recurrence Periods that have elapsed between the commencement and the Permanent Cure of the relevant D&C Noncompliance Failure

3.2 Notice of a D&C Noncompliance Failure

a. If either Party becomes aware of a D&C Noncompliance Failure, the Party shall provide written notice to the Helpdesk (if given by the City, an “City D&C Noncompliance Failure Notice,” and if given by Developer, a “Developer D&C Noncompliance Failure Notice”) containing the following information:
   i. Details of the relevant fault including, where applicable, the relevant Cure Period believed to be applicable to the relevant D&C Noncompliance Standard; and
   ii. The reasons, to the extent known, why the D&C Noncompliance Failure has occurred.

b. Developer shall cause the Helpdesk to provide to the other Party a copy of any City D&C Noncompliance Failure Notice or Developer D&C Noncompliance Failure Notice, as applicable, promptly upon receipt of same and not later than 30 minutes following receipt.

c. The Logged Failure Time in relation to any D&C Noncompliance Failure shall be the earlier of the time at which the City D&C Noncompliance Failure Notice or the Developer D&C Noncompliance Failure Notice, as the case may be, is delivered to the Helpdesk.

d. The City’s determination regarding any D&C Noncompliance Failure shall prevail for the purposes of calculating D&C Noncompliance Points under Schedule 5 pending any final determination pursuant to the Dispute Resolution Procedures.

3.3 Responding to Notice of a D&C Noncompliance Failure

a. Following delivery of a City D&C Noncompliance Failure Notice or Developer D&C Noncompliance Failure Notice, Developer shall, within a reasonable period of time, not to exceed four hours, assess the D&C Noncompliance Failure which has been notified to the Helpdesk in accordance with Section 3.2 and provide to the City in writing the following information to the extent possible using all reasonable efforts:
   i. the cause of the D&C Noncompliance Failure;
whether the D&C Noncompliance Failure qualifies for a Cure Period in accordance with the D&C Noncompliance Standards and, where a Cure Period is allowed, the Cure Period applicable to the relevant D&C Noncompliance Standard;

iii. Developer’s plans for curing any D&C Noncompliance Failure and the estimated period in which the D&C Noncompliance Failure will be temporarily and/or permanently cured; and

iv. the extent, if any, to which the relevant D&C Noncompliance Failure is caused by a Relief Event.

b. For so long as the D&C Noncompliance Failure remains uncured, Developer shall provide to the City:

i. a daily update on the progress made in curing such D&C Noncompliance Failure, together with any revised estimate as to when such D&C Noncompliance Failure will be made safe, temporarily cured and permanently cured;

ii. promptly on becoming aware of any change to information previously provided to the City regarding the D&C Noncompliance Failure, with details of all such changes; and

iii. on a monthly basis, accompanying the Monthly Payment invoice, a Monthly [Construction Report] that sets forth details of each event of D&C Noncompliance Failure reported in the preceding calendar month together with confirmation of the time period between the Logged Failure Time and the Logged Permanent Cure Time and the time period between the Logged Failure Time and the Logged Temporary Cure Time for each event of D&C Noncompliance Failure.

3.4 Commencement and Duration of a D&C Noncompliance Failure

a. For the purposes of this Section 3.4, a Temporary Cure or a Permanent Cure is only effective when the cure has both been effected and also been notified to the Helpdesk as set out in Section 3.5.

b. With respect to any D&C Noncompliance Failure:

i. If the D&C Noncompliance Failure notified to the Helpdesk 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 D&C Noncompliance Failure occurred on that occasion for the purpose of calculating D&C Noncompliance Points.

ii. If the D&C Noncompliance Failure notified to the Helpdesk has not been either Permanently Cured or Temporarily Cured by the end of the Temporary Cure Period but has been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that the D&C Noncompliance Failure occurred from the Logged Failure Time for the duration of the Temporary Cure Period and D&C Noncompliance Points shall be assessed in respect thereof.

iii. If the D&C Noncompliance Failure notified to the Helpdesk has been Temporarily Cured by the end of the Temporary Cure Period but has not been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that the D&C Noncompliance Failure of that Area occurred from the end of the Temporary Cure Period and D&C Noncompliance Points shall be assessed in respect of the Permanent Cure Period and each Recurrence Period up to and including the Recurrence Period in which the D&C Noncompliance Failure is Permanently Cured.

iv. If the D&C Noncompliance Failure notified to the Helpdesk has not been Temporarily Cured by the end of the Temporary Cure Period and has not been
Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that D&C Noncompliance Failure occurred from the Logged Failure Time and D&C Noncompliance Points shall be assessed in respect of each of the Temporary Cure Period, the Permanent Cure Period, and each Recurrence Period up to and including the Recurrence Period encompassing the Logged Permanent Cure Time.

3.5 Cessation of a D&C Noncompliance Failure

a. Developer shall immediately notify the Helpdesk in writing when any D&C Noncompliance Failure has been Temporarily Cured or Permanently Cured. The time of such notification will, subject to the other provisions of this Section 3.5, constitute the Logged Temporary Cure Time or the Logged Permanent Cure Time respectively in relation to such D&C Noncompliance Failure and Developer shall cause the Helpdesk, as soon as is reasonably practicable after such notification by Developer, and in any event within twenty-four (24) hours, to notify the City in writing that the relevant D&C Noncompliance Failure has been cured.

b. If, upon inspection, the City determines that such D&C Noncompliance Failure has not been so cured, it shall notify Developer in writing and it shall be deemed that the Logged Temporary Cure Time or Logged Permanent Cure Time in respect of the incident has not yet occurred. The City’s decision will prevail for the purposes of determining whether the relevant D&C Noncompliance Failure has been cured, subject to the right of Developer to refer the matter to the Dispute Resolution Procedures.

3.6 Written Notices

All notices required to be provided in writing under this Section 3 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 Helpdesk to which the Parties are concurrently notified, in each case containing the applicable requisite information under this Section 3.
4. **AVAILABILITY DEDUCTIONS**

4.1 **Total Availability Deductions**

Availability Deductions for a month \((m)\) of [Contract Year] \((y)\) shall be calculated as follows:

\[
AD_{m,y} = \sum AD_{a,m}
\]

Where:

- \(AD_{m,y}\) Aggregate of the Availability Deductions for month \((m)\) of [Contract Year] \((y)\)
- \(AD_{a,m}\) Availability Deduction for the relevant Area \((a)\) for month \((m)\)

4.2 **Availability Deductions**

a. In the event that an Area becomes Unavailable, the City may make deductions from the Availability Payment in accordance with this Schedule 5. For the purposes of this Section 4.2, references to “Area” include references to any “Consequentially Unavailable Area.”

b. If any Area is Unavailable during a [Core Time], then the Area is Unavailable until the Availability Failure has been cured.

c. The corresponding Availability Deduction for the Area shall be calculated as follows:

\[
AD_{a,m} = \left[AFDA_a \times ESC_y \times (DP_n + DP_s \times (1 + SEI))\right] \times (1 + RR)
\]

Where:

- \(AD_{a,m}\) Availability Deduction for the relevant Area \((a)\) in Month \((m)\)
- \(AFDA_a\) Availability Failure Deduction Amount for the Area \((a)\) for [Contract Year] \((y)\)
- \(ESC_y\) Escalation calculated in accordance with Section 1.5
- \(DP_n\) Aggregate number of Deduction Periods during an Availability Failure in respect of which Section 7.3 does not apply
- \(DP_s\) Aggregate number of Deduction Periods in respect of which Section 7.3 applies
- \(SEI\) Special Event Increment as identified in Section 7.3
- \(RR\) Repeat Failure Ratchet, equal to 0.5 when Section 7.1 applies, and equal to zero when Section 7.1 does not apply

No Availability Deduction shall be assessed with respect to any Unavailability of an Area during any [non-Core Time] for such Area.
4.3 Facility Unavailability Events

a. Developer shall notify the City of any anticipated or actual Facility Unavailability Event as soon as reasonably practical, regardless of whether it occurs within a Core Time.

b. While a Facility Unavailability Event exists, the City may close the Facility, provided that any such closure does not restrict Developer’s ability to effect Temporary and Permanent Cures of the underlying Unavailability.

c. Irrespective of whether the City elects to close the Facility, if a Facility Unavailability Event occurs during any Core Time, then every Area within the Facility shall be deemed to be Unavailable for purposes of calculating the applicable Availability Deductions until Developer effects a Permanent Cure for Unavailability sufficient such that the definition of Facility Unavailability Event is no longer met.

4.4 Notice of Unavailability

a. If either Party becomes aware that an Area is Unavailable, the Party shall provide written notice to the Helpdesk (if given by the City, an “City Unavailability Notice,” and if given by Developer, a “Developer Unavailability Notice”) containing the following information:
   i. details of the relevant Availability Failure;
   ii. the Area that is Unavailable; and
   iii. the reasons, to the extent known, why such Area is Unavailable.

b. Developer shall cause the Helpdesk to provide to the other Party a copy of any City Unavailability Notice or Developer Unavailability Notice, as applicable, promptly upon receipt of same and not later than 30 minutes following receipt.

c. The Logged Failure Time in relation to any Unavailability shall be the earlier of the time at which the City Unavailability Notice or the Developer Unavailability Notice, as the case may be, is delivered to the Helpdesk.

d. The City’s determination regarding any Unavailability shall prevail for the purposes of calculating Availability Deductions under this Schedule 5 pending any final determination pursuant to the Dispute Resolution Procedures.

4.5 Responding to Notice of Unavailability

a. Following delivery of a City Unavailability Notice or Developer Unavailability Notice, Developer shall, within a reasonable period of time, not to exceed four (4) hours, provide to the City in writing the following information to the extent possible using all reasonable efforts:
   i. the cause of the Unavailability;
   ii. Developer’s plans for curing any Unavailability and the estimated time period in which the Unavailability will be Temporarily Cured and Permanently Cured; and
   iii. the extent, if any, to which the relevant Unavailability is caused by a Relief Event.

b. For so long as such Area remains Unavailable, Developer shall provide to the City:
   i. a daily update on the progress made in curing such Unavailability, together with any revised estimate as to when such Unavailability will be temporarily cured and permanently cured;
   ii. promptly on becoming aware of any change to information previously provided to the City regarding the Unavailability, with details of all such changes; and
   iii. on a monthly basis, accompanying the Monthly Payment invoice, a [Monthly O&M Report] that sets forth details of each event of Unavailability reported in the
preceding calendar month together with confirmation of the time period between
the Logged Failure Time and the Logged Permanent Cure Time and the time
period between the Logged Failure Time and the Logged Temporary Cure Time
for each event of Unavailability.

4.6 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 Core Time during which the original Unavailability subsists. The
Logged Failure 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.

4.7 Commencement and Duration of Unavailability

a. For the purposes of this Section 4.7, a Temporary Cure or a Permanent Cure is only
effective when the cure has both been effected and also been notified to the Helpdesk as
set out in Section 4.9.

b. With respect to any Unavailability:

i. If the Unavailability notified to the Helpdesk 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
   Unavailability of that Area occurred on that occasion for the purpose of calculating
   Availability Deductions.

ii. If the Unavailability notified to the Helpdesk has not been either Permanently
    Cured or Temporarily Cured by the end of the Temporary Cure Period but has
    been Permanently Cured by the end of the Permanent Cure Period, then it will be
    deemed that Unavailability of that Area occurred from the Logged Failure Time for
    the duration of the Temporary Cure Period and an Availability Deduction shall be
    made in respect thereof.

iii. If the Unavailability notified to the Helpdesk has been Temporarily Cured by the
     end of the Temporary Cure Period but has not been Permanently Cured by the end of the
     Permanent Cure Period, then it will be deemed that Unavailability of that Area occurred from
     the end of the Temporary Cure Period and an Availability Deduction shall be
     made in respect of the Permanent Cure Period and each
     Recurrence Period up to and including the Recurrence Period in which the relevant
     Unavailability is Permanently Cured.

iv. If the Unavailability notified to the Helpdesk has not been Temporarily Cured by
    the end of the Temporary Cure Period and has not been Permanently Cured by
    the end of the Permanent Cure Period, then it will be deemed that Unavailability of
    that Area occurred from the Logged Failure Time and an Availability Deduction shall be
    made in respect of each of the Temporary Cure Period, the Permanent
    Cure Period, and each Recurrence Period up to and including the Recurrence
    Period in which the Permanent Cure occurred.

v. If the Unavailability notified to the Helpdesk occurs during a non-Core Time of the
   relevant Area, for purposes of calculating Availability Deduction(s), the Logged
   Failure Time shall be deemed to be the commencement of the Core Time
   immediately following the occurrence of the Unavailability.
c. With respect to an Area that is Unavailable, the Temporary Cure Period, Permanent Cure Period and/or Recurrence Period, as applicable, will be stayed to the extent use by the City of an Area materially prevents Developer from effecting a Temporary Cure or Permanent Cure, as determined by the City, acting reasonably; provided that no such stay shall be granted if Developer fails to (i) make all reasonable efforts to effect the cure, notwithstanding the City’s use of the Area, or (ii) respond to the Unavailability within the applicable Response Period.

4.8 Cessation of Unavailability

a. Developer shall immediately notify the Helpdesk in writing when any Unavailability has been Temporarily Cured or Permanently Cured. The time of such notification will, subject to the other provisions of this Section 4.8, constitute the Logged Temporary Cure Time or the Logged Permanent Cure Time respectively in relation to such Unavailability and Developer shall cause the Helpdesk to, as soon as is reasonably practicable after such notification by Developer, and in any event within twenty-four (24) hours, notify the City in writing that the relevant Unavailability has been cured.

b. If, upon inspection, the City determines that such Unavailability has not been so cured, it shall notify Developer in writing and it shall be deemed that the Logged Temporary Cure Time or Logged Permanent Cure Time in respect of the incident has not yet occurred. The City’s decision will prevail for the purposes of determining whether the relevant Unavailability has been cured, subject to the right of Developer to refer the matter to the Dispute Resolution Procedures.

4.9 Written Notices

a. All notices required to be provided in writing under this Section 4 shall be deemed to have been provided in writing if provided by (a) email or (b) phone call.

b. Developer shall convert any such phone call to an electronic message or electronic record in the Helpdesk to which the Parties are concurrently notified, in each case containing the applicable requisite information under this Section 4.
5. PERFORMANCE DEDUCTIONS

5.1 Total Performance Deductions

Total Performance Deductions for a month \( (m) \) of [Contract Year] \( (y) \) shall be calculated as follows:

\[
PD_{m,y} = \sum PD_{a,m}
\]

Where:
- \( PD_{m,y} \): Aggregate of the Performance Deductions for Month \( (m) \) of [Contract Year] \( (y) \)
- \( PD_{a,m} \): Individual Performance Deduction for the relevant Area \( (a) \) for month \( (m) \)

5.2 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 a Core Time, the Performance Deduction shall be calculated as follows:

\[
PD_{a,m} = PFDA_{a} \times ESC_{y} \times (1 + RR) \times DP
\]

Where:
- \( PD_{a,m} \): Performance Deduction for the relevant Area \( (a) \) in [Contract Year] \( (y) \)
- \( PFDA_{a} \): Performance Failure Deduction Amount for a Performance Failure in Area \( (a) \)
- \( ESC_{y} \): Escalation calculated in accordance with Section 1.5
- \( RR \): Repeat Failure Ratchet, equal to 0.5 when Section 7.2 applies, and equal to zero when Section 7.2 does not apply.
- \( DP \): Aggregate number of Deduction Periods

No Performance Deduction shall be assessed with respect to a Performance Failure occurring in an Area during any non-Core Time for such Area.

5.3 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 one such Performance Standard and not to each such Performance Standard but shall be entitled to make Performance Deductions by reference to such Performance Standard as attracts 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.

5.4 Notice of Performance Failure

a. If either Party becomes aware of a Performance Failure in any Area, the Party shall provide written notice to the Helpdesk (if given by the City, an “City Performance Failure Notice,”
and if given by Developer, a “Developer Performance Failure Notice”) containing the following information:

i. details of the Area where the Performance Failure occurred;

   details of the relevant fault including, where applicable, the relevant Cure Period believed to be applicable to the relevant Performance Standard; and

ii. the reasons, to the extent known, why the Performance Failure has occurred.

b. Developer shall cause the Helpdesk to provide to the other Party a copy of any City Performance Failure Notice or Developer Performance Failure Notice, as applicable, promptly upon receipt of same and not later than 30 minutes following receipt.

c. The Logged Failure Time in relation to any Performance Failure shall be the earlier of the time at which the City Performance Failure Notice or the Developer Performance Failure Notice, as the case may be, is delivered to the Helpdesk.

d. The City’s determination regarding any Performance Failure shall prevail for the purposes of calculating Performance Deductions under this Schedule 5 pending any final determination pursuant to the Dispute Resolution Procedures.

5.5 Responding to Notice of Performance Failure

a. Following delivery of a City Performance Failure Notice or Developer Performance Failure Notice, Developer shall, within a reasonable period of time, not to exceed four (4) hours, assess the Performance Failure which has been notified to the Helpdesk in accordance with Section 5.4 and provide to the City in writing the following information to the extent possible using all reasonable efforts:

   i. the cause of the Performance Failure;

   ii. whether the Performance Failure qualifies for a Cure Period in accordance with the Performance Standards and, where a Cure Period is allowed, the Cure Period applicable to the relevant Performance Standard;

   iii. Developer’s plans for curing any Performance Failure and the estimated period in which the Performance Failure will be temporarily and/or permanently cured; and

   iv. the extent, if any, to which the relevant Performance Failure is caused by a Relief Event.

b. For so long as the Performance Failure remains uncured, Developer shall provide to the City:

   i. a daily update on the progress made in curing such Performance Failure, together with any revised estimate as to when such Performance Failure will be made safe, temporarily cured and permanently cured;

   ii. promptly on becoming aware of any change to information previously provided to the City regarding the Performance Failure, with details of all such changes; and

   iii. on a monthly basis, accompanying the Monthly Payment invoice, a Monthly O&M Report that sets forth details of each event of Performance Failure reported in the preceding calendar month together with confirmation of the time period between the Logged Failure Time and the Logged Permanent Cure Time and the time period between the Logged Failure Time and the Logged Temporary Cure Time for each event of Performance Failure.
5.6 Commencement and Duration of Performance Failure

a. For the purposes of this Section 5.6, a Temporary Cure or a Permanent Cure is only effective when the cure has both been effected and also been notified to the Helpdesk as set out in Section 5.7.

b. With respect to any Performance Failure:

i. If the Performance Failure notified to the Helpdesk 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.

ii. If the Performance Failure notified to the Helpdesk has not been either Permanently Cured or Temporarily Cured by the end of the Temporary Cure Period but has been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that the Performance Failure occurred from the Logged Failure Time for the duration of the Temporary Cure Period and a Performance Deduction shall be made in respect thereof.

iii. If the Performance Failure notified to the Helpdesk has been Temporarily Cured by the end of the Temporary Cure Period but has not been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that Performance Failure of that Area occurred from the end of the Temporary Cure Period and each Recurrence Period up to and including the Recurrence Period in which the Performance Failure is Permanently Cured.

iv. If the Performance Failure notified to the Helpdesk has not been Temporarily Cured by the end of the Temporary Cure Period and has not been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that Performance Failure occurred from the Logged Failure Time and a Performance Deduction shall be made in respect of each of the Temporary Cure Period, the Permanent Cure Period, and each Recurrence Period up to and including the Recurrence Period encompassing the Logged Permanent Cure Time.

v. If the Performance Failure notified to the Helpdesk occurs during a non-Core Time of the relevant Area, for purposes of calculating Performance Deduction(s), the Logged Failure Time shall be deemed to be the commencement of the Core Time immediately following the occurrence of the Performance Failure.

5.7 Cessation of a Performance Failure

a. Developer shall immediately notify the Helpdesk in writing when any Performance Failure has been Temporarily Cured or Permanently Cured. The time of such notification will, subject to the other provisions of this Section 5.7, constitute the Logged Temporary Cure Time or the Logged Permanent Cure Time respectively in relation to such Performance Failure and Developer shall cause the Helpdesk, as soon as is reasonably practicable after such notification by Developer, and in any event within twenty-four (24) hours, to notify the City in writing that the relevant Performance Failure has been cured.

b. If, upon inspection, the City determines that such Performance Failure has not been so cured, it shall notify Developer in writing and it shall be deemed that the Logged Temporary Cure Time or Logged Permanent Cure Time in respect of the incident has not yet occurred. The City’s decision will prevail for the purposes of determining whether the relevant Performance Failure has been cured, subject to the right of Developer to refer the matter to the Dispute Resolution Procedures.
5.8 Written Notices

All notices required to be provided in writing under this Section 5.8 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 Helpdesk to which the Parties are concurrently notified, in each case containing the applicable requisite information under this Section 5.
6. O&M NONCOMPLIANCE DEDUCTIONS

6.1 Total O&M Noncompliance Deductions

Total O&M Noncompliance Deductions for a month (m) of [Contract Year] (y) shall be calculated as follows:

\[ OND_{m-1,y} = \left( \sum NCP_{o,f,m,y} - NCPT_{o,m} \right) \times NCR_o \times ESC_y \]

Where:

- \( OND_{m-1,y} \) means the O&M Noncompliance Deductions incurred by the Developer in respect of the Month prior to the current Month (m-1) as calculated in accordance with this Section 5
- \( \sum NCP_{o,f,m,y} \) means the O&M Noncompliance Points ("NCP_o") incurred by the Developer in respect of a D&C Noncompliance Failure (i) occurring during Month (m) of [Contract Year] (y)
- \( NCPT_{o,m} \) means O&M Noncompliance Points Threshold in respect of Month (m)
- \( NCR_o \) means the O&M Noncompliance Point Rate
- \( ESC_y \) means escalation calculated in accordance with Section 1.5

6.2 O&M Noncompliance Points Calculation

If there is an O&M Noncompliance Failure, the O&M Noncompliance Points shall be calculated as follows:

\[ NCP_{o,f,m,y} = NCP_o \times RP \]

Where:

- \( NCP_{o,f} \) means the O&M Noncompliance Points ("NCP_o") 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 [Contract Year] (y)
- \( NCP_o \) 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
- \( RP \) Means the number of Recurrence Periods that have elapsed between the commencement and the Permanent Cure of the relevant O&M Noncompliance Failure

6.3 Notice of an O&M Noncompliance Failure

a. If either Party becomes aware of an O&M Noncompliance Failure, the Party shall provide written notice to the Helpdesk (if given by the City, an “City O&M Noncompliance Failure Notice,” and if given by Developer, a “Developer O&M Noncompliance Failure Notice”) containing the following information:

i. details of the relevant fault including, where applicable, the relevant Cure Period believed to be applicable to the relevant O&M Noncompliance Standard; and
b. Developer shall cause the Helpdesk to provide to the other Party a copy of any City O&M Noncompliance Failure Notice or Developer O&M Noncompliance Failure Notice, as applicable, promptly upon receipt of same and not later than 30 minutes following receipt.

c. The Logged Failure Time in relation to any O&M Noncompliance Failure shall be the earlier of the time at which the City O&M Noncompliance Failure Notice or the Developer O&M Noncompliance Failure Notice, as the case may be, is delivered to the Helpdesk.

d. The City’s determination regarding any O&M Noncompliance Failure shall prevail for the purposes of calculating O&M Noncompliance Points under this Schedule 5 pending any final determination pursuant to the Dispute Resolution Procedures.

6.4 Responding to Notice of an O&M Noncompliance Failure

a. Following delivery of a City O&M Noncompliance Failure Notice or Developer O&M Noncompliance Failure Notice, Developer shall, within a reasonable period of time, not to exceed four (4) hours, assess the O&M Noncompliance Failure which has been notified to the Helpdesk in accordance with Section 6.3 of this and provide to the City in writing the following information to the extent possible using all reasonable efforts:

   i. the cause of the O&M Noncompliance Failure;
   
   ii. whether the O&M Noncompliance Failure qualifies for a Cure Period in accordance with the O&M Noncompliance Standards and, where a Cure Period is allowed, the Cure Period applicable to the relevant O&M Noncompliance Standard;
   
   iii. Developer’s plans for curing any O&M Noncompliance Failure and the estimated period in which the O&M Noncompliance Failure will be temporarily and/or permanently cured; and
   
   iv. the extent, if any, to which the relevant O&M Noncompliance Failure is caused by a Relief Event.

b. For so long as the O&M Noncompliance Failure remains uncured, Developer shall provide to the City:

   i. a daily update on the progress made in curing such O&M Noncompliance Failure, together with any revised estimate as to when such O&M Noncompliance Failure will be made safe, temporarily cured and permanently cured;
   
   ii. promptly on becoming aware of any change to information previously provided to the City regarding the O&M Noncompliance Failure, with details of all such changes; and
   
   iii. on a monthly basis, accompanying the Monthly Payment invoice, a Monthly [O&M Report] that sets forth details of each event O&M Noncompliance Failure reported in the preceding calendar month together with confirmation of the time period between the Logged Failure Time and the Logged Permanent Cure Time and the time period between the Logged Failure Time and the Logged Temporary Cure Time for each event of O&M Noncompliance Failure.

6.5 Commencement and Duration of an O&M Noncompliance Failure

a. For the purposes of this Section 6.5, a Temporary Cure or a Permanent Cure is only effective when the cure has both been effected and also been notified to the Helpdesk as set out in Section 6.4.
b. With respect to any O&M Noncompliance Failure:

i. If the O&M Noncompliance Failure notified to the Helpdesk 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 O&M Noncompliance Failure occurred on that occasion for the purpose of calculating O&M Noncompliance Points.

ii. If the O&M Noncompliance Failure notified to the Helpdesk has not been either Permanently Cured or Temporarily Cured by the end of the Temporary Cure Period but has been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that the O&M Noncompliance Failure occurred from the Logged Failure Time for the duration of the Temporary Cure Period and O&M Noncompliance Points shall be assessed in respect thereof.

iii. If the O&M Noncompliance Failure notified to the Helpdesk has been Temporarily Cured by the end of the Temporary Cure Period but has not been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that the O&M Noncompliance Failure of that Area occurred from the end of the Temporary Cure Period and O&M Noncompliance Points shall be assessed in respect of the Permanent Cure Period and each Recurrence Period up to and including the Recurrence Period in which the O&M Noncompliance Failure is Permanently Cured.

iv. If the O&M Noncompliance Failure notified to the Helpdesk has not been Temporarily Cured by the end of the Temporary Cure Period and has not been Permanently Cured by the end of the Permanent Cure Period, then it will be deemed that the O&M Noncompliance Failure occurred from the Logged Failure Time and O&M Noncompliance Points shall be assessed in respect of each of the Temporary Cure Period, the Permanent Cure Period, and each Recurrence Period up to and including the Recurrence Period encompassing the Logged Permanent Cure Time.

6.6 Cessation of an O&M Noncompliance Failure

a. Developer shall immediately notify the Helpdesk in writing when any O&M Noncompliance Failure has been Temporarily Cured or Permanently Cured. The time of such notification will, subject to the other provisions of this Section 6.6, constitute the Logged Temporary Cure Time or the Logged Permanent Cure Time respectively in relation to such O&M Noncompliance Failure and Developer shall cause the Helpdesk, 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 O&M Noncompliance Failure has been cured.

b. If, upon inspection, the City determines that such O&M Noncompliance Failure has not been so cured, it shall notify Developer in writing and it shall be deemed that the Logged Temporary Cure Time or Logged Permanent Cure Time in respect of the incident has not yet occurred. The City's decision will prevail for the purposes of determining whether the relevant O&M Noncompliance Failure has been cured, subject to the right of Developer to refer the matter to the Dispute Resolution Procedures.

6.7 Written Notices

All notices required to be provided in writing under this Section 6 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 Helpdesk to which the Parties are concurrently notified, in each case containing the applicable requisite information under this Section 6.
7. **DEDUCTION RATCHETS, REDUCTIONS AND TEMPORARY RELIEF FROM DEDUCTIONS**

7.1 **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 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.

    b. Further, there shall be no Cure Period for any Unavailability which occurs within three days of the cure of an Availability Failure in respect of the same Availability Standard in the same Area caused by a re-occurrence of the same failure event.

7.2 **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, 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 Cure Period (where applicable) for a Performance Failure which occurs within three days of the rectification of a Performance Failure in respect of the same Performance Standard caused by a re-occurrence of the same failure event.

7.3 **Special Event Increment**

If a Special Event cannot be performed in an Area due to an Availability Failure, for each Deduction Period so affected the Special Event Increment, as calculated in accordance with the table in this Section 7.3, shall apply to the relevant Availability Deductions for the Area.

<table>
<thead>
<tr>
<th>Venue</th>
<th>Special Event</th>
<th>Special Event Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., Phase 1&amp;2 Arena]</td>
<td>[National Western Stock Show and Rodeo]</td>
<td>5</td>
</tr>
<tr>
<td>....</td>
<td>....</td>
<td>....</td>
</tr>
</tbody>
</table>

City and County of Denver
National Western Center Triangle Project
December 11, 2019

Schedule 5 -19
8. **ANNUAL APOe RECONCILIATION**

8.1 **Calculation of the Annual APOe Reconciliation**

In the first Monthly Report submitted by the Developer after the end of an [Contract Year], the Developer shall include its calculation of the AR for that [Contract Year] (y-1) and reflect that calculation in the Monthly Payment in respect of that Month. 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:

- \( AR_{y-1} \) means the Annual APOe Reconciliation in respect of the prior [Contract Year] (y-1)
- \( APOe_{y-1} \) means the APOe for the prior [Contract Year] (y-1) being the total of Column G in Section 8.2 of Schedule 5
- \( APOe_{a,y-1} \) means the Actual APOe for the prior [Contract Year] (y-1) being the total of column H of the table in Section 8.2
- \( ESC_{y-1} \) means escalation calculated in accordance with Section 1.5 in respect of the prior [Contract Year] (y-1)
### 8.2 [APOe Table]6

<table>
<thead>
<tr>
<th>Venue</th>
<th>Event Size</th>
<th>Event Days (Planned)</th>
<th>Event Days (Actual)</th>
<th>Event Day Rates ($)</th>
<th>APOe ($)</th>
<th>Actual APOe ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stockyard Event Center</td>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D (A*C)</td>
<td>E (B*C)</td>
</tr>
<tr>
<td>Full Rental</td>
<td>NDE-Medium</td>
<td></td>
<td></td>
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<tr>
<td>Auction Arena</td>
<td>NDE-Small</td>
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<tr>
<td>Show Arena</td>
<td>NDE-Small</td>
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<tr>
<td>The Yards</td>
<td>NDE-Medium</td>
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<tr>
<td>Livestock Center</td>
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<tr>
<td>Full Rental</td>
<td>NDE-Large</td>
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<tr>
<td>Barn Hall (per 50,000 SF of space)</td>
<td>NDE-Medium</td>
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<td>Equestrian Center</td>
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<td>Full Rental</td>
<td>NDE-Large</td>
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<tr>
<td>Expo Hall</td>
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<tr>
<td>Full Rental</td>
<td>NDE-Large</td>
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<tr>
<td>Partial Rental (per 50,000 SF of space)</td>
<td>NDE-Medium</td>
<td></td>
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<tr>
<td>New Arena</td>
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<tr>
<td>Full Rental</td>
<td>NDE-Large</td>
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<td><strong>Total</strong></td>
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</table>

6 Intended to include the event-specific costs incurred for servicing the days of Non-Developer Events, that are not Major Events, including their load-in and load-out days. These costs may include event-specific security, cleaning, setting out, Facility booking services, parking management, routine audio-visual (e.g., screen and projector), and event utility costs (should be separately identifiable).
9. TRIGGERS AND THRESHOLD VALUES

9.1 D&C Increased Oversight Threshold
   a. During the [D&C Work Period], the Developer shall have exceeded the Increased Oversight Threshold, where the Developer incurs, in aggregate, Monthly 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 Increased Oversight Threshold amounts will be subject to escalation in accordance with Section 1.5.

9.2 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, Monthly 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 Increased Oversight Threshold amounts will be subject to escalation in accordance with Section 1.5.

9.3 Deduction Termination Threshold
   a. The Developer shall have exceeded the Deduction Termination Threshold, where the Developer incurs, in aggregate, Monthly 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 Deduction Termination Threshold amounts will be subject to escalation in accordance with Section 1.5.

---

7 Values to be included in a subsequent Addendum.
### Annex 1 to Schedule 5

**Core Times**

<table>
<thead>
<tr>
<th>Program Category: Program Subcategory: Program Unit (if applicable) [in each case including interior non-assignable space]</th>
<th>[7am – 7pm]</th>
<th>[7am – Midnight]</th>
<th>[24 Hour Operations]</th>
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</tbody>
</table>

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8 To be completed in a subsequent Addendum.
Annex 2 to Schedule 5

D&C Noncompliance Standards

<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>Noncompliance Event – Failure to:</th>
<th>Response Period</th>
<th>Cure Period</th>
<th>Grace Period</th>
<th>Recurrence Period</th>
<th>Number of Points per Recurrence 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>
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<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>
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<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>
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<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>
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</tbody>
</table>

9 Response Period, Cure Period, Grace Period, Recurrence Period, Number of Points to be provided in a subsequent Addendum.

City and County of Denver
National Western Center Triangle Project
Annex 2 -1

December 11, 2019
<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>Noncompliance Event – Failure to:</th>
<th>Response Period</th>
<th>Cure Period</th>
<th>Grace Period</th>
<th>Recurrence Period</th>
<th>Number of Points per Recurrence Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Developer’s Management Process</td>
<td>Environment Management Plan</td>
<td>Establish, maintain, and comply with a complete Environmental Management Plan and any provision as described in Schedule 10.</td>
<td></td>
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<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 Construction Period complying with the qualifications requirements or the time periods specified in Schedule 32.</td>
<td></td>
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</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>
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<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>Noncompliance Event – Failure to:</td>
<td>Response Period</td>
<td>Cure Period</td>
<td>Grace Period</td>
<td>Recurrence Period</td>
<td>Number of Points per Recurrence Period</td>
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<tr>
<td>9.</td>
<td>Developer’s Management Process</td>
<td>Public Information and Communications Plan</td>
<td>Prepare, maintain and implement the Construction Period Public Information and Communications Plan in accordance with the requirements detailed in Schedule 10.</td>
<td></td>
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<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 Construction Period as described in Schedule 9 including providing notification to the City of the meeting details.</td>
<td></td>
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<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>
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</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>
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<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>Noncompliance Event – Failure to:</td>
<td>Response Period</td>
<td>Cure Period</td>
<td>Grace Period</td>
<td>Recurrence Period</td>
<td>Number of Points per Recurrence 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>
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</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>
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</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 Section [ ] of the Agreement.</td>
<td></td>
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</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>Noncompliance Event – Failure to:</td>
<td>Response Period</td>
<td>Cure Period</td>
<td>Grace Period</td>
<td>Recurrence Period</td>
<td>Number of Points per Recurrence Period</td>
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<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>
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</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>
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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>
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<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>
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</tbody>
</table>
### Project Agreement
#### Schedules 5, Payment Mechanism

<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>Noncompliance Event – Failure to:</th>
<th>Response Period</th>
<th>Cure Period</th>
<th>Grace Period</th>
<th>Recurrence Period</th>
<th>Number of Points per Recurrence Period</th>
</tr>
</thead>
<tbody>
<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>
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</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>
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<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>
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<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>
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<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>Noncompliance Event – Failure to:</td>
<td>Response Period</td>
<td>Cure Period</td>
<td>Grace Period</td>
<td>Recurrence Period</td>
<td>Number of Points per Recurrence Period</td>
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<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>
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</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>
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<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 Construction Period in accordance with Section [ ] of Schedule 15.</td>
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<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 Construction Period.</td>
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## Project Agreement

### Schedules 5, Payment Mechanism

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<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>
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<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>
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<td>31.</td>
<td>Nonconforming Work</td>
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<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>
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<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>
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<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>
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<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 [ ].</td>
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<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>
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<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>
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<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>
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<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>
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<td>39</td>
<td>Project Delivery</td>
<td>Subcontracting Requirement</td>
<td>Meet the requirements of Section 16 of the Project Agreement.</td>
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<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 Construction Period (or a modification thereto) containing all items of Work to be completed, corrected, adjusted or modified.</td>
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<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>
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<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>
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<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>
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<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>
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<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>
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Annex 3 to Schedule 5
Availability Standards\textsuperscript{10}

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\textsuperscript{10} To be provided in a subsequent Addendum.

City and County of Denver
National Western Center Triangle Project

Schedule 5 -12

December 11, 2019
Annex 4 to Schedule 5
Performance Standards¹¹

¹¹ To be provided in a future addendum

City and County of Denver
National Western Center Triangle Project

December 11, 2019
### Annex 5 to Schedule 5
#### O&M Noncompliance Standards\(^{12}\)

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<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>
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<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>
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<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>
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<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>
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\(^{12}\) Response Period, Cure Period, Grace Period, Recurrence Period, Number of Points to be provided in a subsequent Addendum.

City and County of Denver  
National Western Center Triangle Project  
Schedule 5 -14  
December 11, 2019
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<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>
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<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>
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<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>
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<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>
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<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>
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<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>
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<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>
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<td>14</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>
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<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>
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<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>
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#### Schedules 5, Payment Mechanism

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<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>
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<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>
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<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>
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<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>
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<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 Section [ ] of the Agreement.</td>
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<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>
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<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>
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<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>
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<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>
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Project Agreement  
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<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>
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<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>
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<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>
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<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>
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<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>
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<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>
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### Project Agreement
**Schedules 5, Payment Mechanism**

<table>
<thead>
<tr>
<th>Ref</th>
<th>Activity Type</th>
<th>Heading</th>
<th>Noncompliance Event – Failure to:</th>
<th>Response Period</th>
<th>Cure Period</th>
<th>Grace Period</th>
<th>Recurrence Period</th>
<th>Number of Points per Recurrence Period</th>
</tr>
</thead>
<tbody>
<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>
<td></td>
<td></td>
</tr>
<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>
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</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 [ ].</td>
<td></td>
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</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>
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</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>
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</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>Noncompliance Event – Failure to:</td>
<td>Response Period</td>
<td>Cure Period</td>
<td>Grace Period</td>
<td>Recurrence Period</td>
<td>Number of Points per Recurrence Period</td>
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</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>
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</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>
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<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>
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</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>
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</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>
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</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>
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</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>Noncompliance Event – Failure to:</td>
<td>Response Period</td>
<td>Cure Period</td>
<td>Grace Period</td>
<td>Recurrence Period</td>
<td>Number of Points per Recurrence Period</td>
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</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>
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</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>
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</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>
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<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>
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</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>
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</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 Section [ ] of Schedule 17, unless otherwise previously agreed with the City.</td>
<td></td>
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<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</td>
<td></td>
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<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>Noncompliance Event – Failure to:</td>
<td>Response Period</td>
<td>Cure Period</td>
<td>Grace Period</td>
<td>Recurrence Period</td>
<td>Number of Points per Recurrence Period</td>
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<td>recorded by the O&amp;M CSC, unless otherwise approved by the City.</td>
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</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 Section [] of Schedule 17, including Exhibit 17-B, unless otherwise previously agreed with the City.</td>
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<tr>
<td>57.</td>
<td>Developer’s Management Process</td>
<td>MMIS</td>
<td>Failure to provide a Computer-Aided Facility Management System (CAFM) that provides the functions listed in Section [] of Schedule 17, and/or failure of the City to have read-only access to such CAFM at any time.</td>
<td></td>
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</tr>
<tr>
<td>58.</td>
<td>Developer’s Management Process</td>
<td>MMIS</td>
<td>Failure to provide a Building Management System (BMS) that is functional and available to the City in accordance with Section [] of Schedule 17.</td>
<td></td>
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</tr>
<tr>
<td>59.</td>
<td>Project Delivery</td>
<td>Satisfaction Survey</td>
<td>Failure to achieve a rating equal to or greater than [] on any aspect of each Satisfaction Survey as described in Section [] of Schedule 17.</td>
<td></td>
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</tr>
<tr>
<td>60.</td>
<td>Project Delivery</td>
<td>O&amp;M CSC</td>
<td>Failure to provide an O&amp;M Customer Services Center that is accessible 24 hours per day, 7</td>
<td></td>
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<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>Noncompliance Event – Failure to:</td>
<td>Response Period</td>
<td>Cure Period</td>
<td>Grace Period</td>
<td>Recurrence Period</td>
<td>Number of Points per Recurrence Period</td>
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<tr>
<td>61.</td>
<td>Project Delivery</td>
<td>O&amp;M CSC</td>
<td>Failure to provide services for the O&amp;M Customer Services Center, in accordance with the requirements described in Section [ ] of Schedule 17.</td>
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<tr>
<td>62.</td>
<td>Project Delivery</td>
<td>O&amp;M CSC</td>
<td>Failure to respond to all requests or enquiries within [60] seconds for requests made by phone and/or failure to provide an automatic email within [60] seconds for requests made electronically.</td>
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</tr>
<tr>
<td>63.</td>
<td>Project Delivery</td>
<td>Utilities Maintenance Services</td>
<td>Failure to 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>
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<tr>
<td>64.</td>
<td>Project Delivery</td>
<td>Security Management Services</td>
<td>Failure to provide a Security Control Center as described within Section [ ] of Schedule 17.</td>
<td></td>
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</tr>
<tr>
<td>65.</td>
<td>Project Delivery</td>
<td>Security Management Services</td>
<td>Failure of the Security Control Center to record the information for each security request, as</td>
<td></td>
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</tr>
<tr>
<td>Ref</td>
<td>Activity Type</td>
<td>Heading</td>
<td>Noncompliance Event – Failure to:</td>
<td>Response Period</td>
<td>Cure Period</td>
<td>Grace Period</td>
<td>Recurrence Period</td>
<td>Number of Points per Recurrence Period</td>
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<td></td>
<td></td>
<td></td>
<td>described in Section [ ] of Schedule 17</td>
<td></td>
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</tr>
<tr>
<td>66.</td>
<td>Project Delivery</td>
<td>Security Management Services</td>
<td>Failure to 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>
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</tr>
<tr>
<td>67.</td>
<td>Project Delivery</td>
<td>Parking Management Services</td>
<td>Failure to cooperate with the City regarding parking rates for Non-Developer Events.</td>
<td></td>
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</tbody>
</table>
Annex 6 to Schedule 5
Availability Failure and Performance Failure Deduction Amounts\(^\text{13}\)

<table>
<thead>
<tr>
<th>Area Priority Category</th>
<th>Availability Failure Deduction Amount ($)</th>
<th>Performance Failure Deduction Amount($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[$]</td>
<td>[$]</td>
</tr>
<tr>
<td>2</td>
<td>[$]</td>
<td>[$]</td>
</tr>
<tr>
<td>3</td>
<td>[$]</td>
<td>[$]</td>
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<tr>
<td>4</td>
<td>[$]</td>
<td>[$]</td>
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<tr>
<td>5</td>
<td>[$]</td>
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<tr>
<td>6</td>
<td>[$]</td>
<td>[$]</td>
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<td>7</td>
<td>[$]</td>
<td>[$]</td>
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<tr>
<td>8</td>
<td>[$]</td>
<td>[$]</td>
</tr>
<tr>
<td>9</td>
<td>[$]</td>
<td>[$]</td>
</tr>
</tbody>
</table>

\(^\text{13}\) AFDA and PFDA amounts to be provided in a subsequent Addendum.
Schedule 6
Compensation on Termination

Schedule 6 to be released with Addendum #1.
Schedule 7
Required Insurances

Schedule 7 to be released with Addendum #1.
Schedule 8
Project Administration

Schedule 8 to be released with Addendum #1.
Schedule 9

Project Management Plan

Schedule 9 to be released with Addendum #1.
Schedule 10
Quality Management

Schedule 10 to be released with Addendum #1.
Schedule 11
Submittal Review Process

Schedule 11 to be released with Addendum #1.
Schedule 12
Mandatory Subcontract Terms

Schedule 12 to be released with Addendum #1.
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 14.1 (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>
<thead>
<tr>
<th>Area / Facility</th>
<th>Project License Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triangle (and related)</td>
<td>NTP2</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>
<tr>
<td>Triangle Area 5</td>
<td>NTP2</td>
</tr>
<tr>
<td>Triangle Area 6</td>
<td>NTP2</td>
</tr>
<tr>
<td>Coliseum</td>
<td>Occupancy Readiness of the New Arena</td>
</tr>
<tr>
<td>Coliseum Parking Lot</td>
<td>The later of NTP2 and [November 2021]¹</td>
</tr>
<tr>
<td>Former Bus Barn Site</td>
<td>NTP2</td>
</tr>
<tr>
<td>Events Center</td>
<td>No sooner than the Project License Start Date for the Equestrian Center Project</td>
</tr>
<tr>
<td>Hall of Education</td>
<td>The earlier of Occupancy Readiness of the Expo Hall or, if 200,000 square feet of equivalent exhibition space is provided by the Developer elsewhere on the Site, the Project License Start Date for the Livestock Center</td>
</tr>
<tr>
<td>Pedestrian Bridge Landing</td>
<td>NTP2</td>
</tr>
<tr>
<td>1909 Building</td>
<td>No sooner than the Project License Start Date for the Livestock Center</td>
</tr>
<tr>
<td>46th Avenue (from 47th Ave to Brighton Blvd.)</td>
<td>NTP2</td>
</tr>
<tr>
<td>Area Under I-70</td>
<td>NTP2</td>
</tr>
<tr>
<td>M&amp;O Building</td>
<td>[Later of February 28, 2021] and NTP2</td>
</tr>
<tr>
<td>M&amp;O Grounds</td>
<td>NTP2</td>
</tr>
<tr>
<td>Phases 1 &amp; 2 Incorporated Elements (and related)</td>
<td></td>
</tr>
<tr>
<td>Livestock Center</td>
<td>[July 10, 2023]</td>
</tr>
<tr>
<td>Stockyards</td>
<td>[February 28, 2022]</td>
</tr>
<tr>
<td>Stockyards Event Center</td>
<td>[Later of March 1, 2021] and NTP2</td>
</tr>
<tr>
<td>Equestrian Center</td>
<td>[February 1, 2023]</td>
</tr>
</tbody>
</table>

¹ The City intends to remediate north/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. Under review whether the Developer is permitted to use the other half during the year during remediation.
### Area / Facility

<table>
<thead>
<tr>
<th>Area / Facility</th>
<th>Project License Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phases 1 &amp; 2 Parking Structure</td>
<td>[February 1, 2023]</td>
</tr>
<tr>
<td>Phases 1 &amp; 2 Common Area</td>
<td>[various]</td>
</tr>
<tr>
<td>Sheep Bridge</td>
<td>NTP2</td>
</tr>
<tr>
<td>Armor Water Tower</td>
<td>NTP2</td>
</tr>
<tr>
<td>Riverfront</td>
<td>[June 5, 2023]</td>
</tr>
<tr>
<td>M&amp;O Developer Portion and M&amp;O Grounds</td>
<td>NTP2</td>
</tr>
</tbody>
</table>

b. The Project License Start Date for each Additional Triangle Facility, each Potential Private Development Parcel, and Additional Phases 1 & 2 Facility as well as for any other Facility, property, and/or area comprising part of the Site to the extent not specified below, will be the same as for the listed area of Facility on or within which such is located.

#### 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 14.2**

<table>
<thead>
<tr>
<th>Designation</th>
<th>Project License End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triangle Public Streets</td>
<td>Earlier of the end of the warranty period determined in accordance with Sections 6.4.4.a and 6.4.4.b of the Project Agreement and the Termination Date</td>
</tr>
<tr>
<td>Public Element</td>
<td>Earlier of the Expiry Date and the Termination Date</td>
</tr>
<tr>
<td>Potential 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>
</tbody>
</table>

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

---

2 The following provisions are under review for refinement and the inclusion of additional details in a subsequent Addendum.
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;

e. make Triangle Area 6 available to WSSA for exclusive use.

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).

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3 Any existing facilities shall be subject to Developer O&M/property management until demolition after turnover from WSSA.
4 The 1,000 parking space requirement is exclusive of the Former Bus Barn Site, which provides another 500 spaces under WSSA control.
however, if the minimum parking requirements are not 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 [additional details to be provided in a future Addendum] 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.

2.6 **Other**

[ ].
Schedule 14
Private Development

1. PRIVATE DEVELOPMENT

   The Developer shall be required to purchase, over time, Potential 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 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.

   2.4 Additional Plan Guidance

   a. The Developer shall also give consideration to the following plans in the development of its Approved Development Plan:
      i. 2015 Elyria & Swansea Neighborhoods Plan;
      ii. Denver Moves: Transit;
      iii. Denver Moves: Pedestrians & Trails;
      iv. Parks and Recreation Game Plan;
      v. Blueprint Denver;
      vi. Comprehensive Plan 2040; and
      vii. Housing an Inclusive Denver.

¹ A description of the City’s contemplated rezoning process is included in the ITP.

City and County of Denver
National Western Center Triangle Project

December 11, 2019

Schedule 14-1
3. DEVELOPMENT PLAN APPROVALS

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. 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 each Takedown Parcel and receive any required approvals.

b. Each Site Development Plan will be required to include, at a minimum, plans and engineering demonstrating sufficient infrastructure improvements that will be constructed (or that are already in place) within the applicable district (or as otherwise shown in the appropriate Approved Development Plan phase) to support the proposed development within said Site Development Plan.

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;

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2 Additional details regarding the Site Development Plan submittals process applicable to the Triangle, including the concept plan review phase and formal Site Development Plan review, may be provided in future Addenda.
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 15.3
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 project, 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; and
   ii. The Private Development that is to be built on the Private Development Parcels that are contemplated to be taken down by the Developer prior to the First Private Development Milestone.

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3 The City is considering including a table in a future Addendum outlining which Schedule 15 provisions apply, and do not apply, to Private Development.
c. Subject to the Approved Development Plan, all other public infrastructure is permitted to be constructed following Substantial Completion.

d. 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 5 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 three acres and no more than seven acres.

b. The Developer’s plan for development of the Initial Takedown property shall include at least 30,000 SF of Public Elements-supporting food and beverage and other retail space.

c. Completion of the Initial Takedown must be completed within 6 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 Takedown Parcels included in the Initial Takedown; and
   ii. 70% of any retail space operational and open to the public.

d. If development included in the Initial Takedown is not completed within this window, Developer shall be required to pay the applicable Development Nonperformance Payment in accordance with Section Error! Reference source not found..

7. PRIVATE DEVELOPMENT TAKEDOWN REQUIREMENTS

7.1 Private Development Milestones

a. The Approved Development Plan shall delineate each Takedown Parcel for development of the Private Development Area.

b. The Developer shall provide the City with certain Private Development Parcel Data, which shall:
   i. identify the anticipated land use and the total building square footage and number of residential uses anticipated to be developed on any Potential Private Development Parcel on the Triangle; and
   ii. otherwise be consistent with the infrastructure phasing shown in the Approved Development Plan.

c. Future Takedown parcels shall each be developed in a single conveyance and pursuant to a single Site Development Plan.

d. The Developer shall purchase a minimum cumulative total developable acreage by certain Private Development Milestones set forth in the following table:
### Project Agreement

**Schedule 14, Private Development**

#### Private Development Milestone

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Cumulative Property Takedown Requirement (Inclusive of the Initial Takedown)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six months after the Baseline Substantial Completion Date⁴</td>
<td>15 acres</td>
</tr>
<tr>
<td>December 31, 2030</td>
<td>25 acres</td>
</tr>
<tr>
<td>December 31, 2035</td>
<td>35 acres</td>
</tr>
<tr>
<td>December 31, 2040</td>
<td>All remaining Potential Private Development Parcels</td>
</tr>
</tbody>
</table>

### 7.2 Price

- **a.** The Initial Takedown Parcel price shall be $180.00 per square foot of land to be purchased, to be paid at Financial Close.

- **b.** The price equivalent of the land for each identified Future Takedown shall be $180.00 per square foot of land to be purchased, plus a 3% increase per year escalating on January 1 of each subsequent Calendar Year, which price shall not be prorated for mid-year Takedowns, through the date of exercise of an option for a Takedown.

- **c.** The Developer shall have the one-time right to extend a Private Development Milestone 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 Future Takedown land payments (exclusive of prior Takedowns) required to meet 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, 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.

- **c.** The City shall have Approval rights over the replacement Lead Estate Developer with an Approval threshold similar to that required for an Organizational Change. An Approved replacement developer shall serve as the master developer and be subject to the real estate terms under this Agreement. The replacement Lead Real Estate Developer shall be required to takedown sufficient land to meet the defaulted Private Development Milestone within six (6) months of the City’s Approval of the replacement. Any and all remaining Future Private Development Milestones remain unchanged.

- **d.** Developer’s failure to replace the Lead Real Estate Developer shall: (i) trigger monetary noncompliance deductions against the Availability Payment; 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 default under the Project Agreement.

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⁴ Also referred to herein as the “First Private Development Milestone.”
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 less than [25%] of the required acreage to meet the next Private Development Milestone, subject to a 12 month cure period,

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; and

iii. any events of default for Major Participants as defined in this Agreement.

b. The City shall have Approval rights over the replacement Lead Real Estate Developer.

c. Prior to replacing the Lead Real Estate Developer, Developer may cure a default described in Section 12 by acquiring Takedown Parcels so that, together with the Takedown 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, SQGDP2) 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.6

c. The next subsequent Private Development Milestone deadline shall be extended in quarterly increments for the duration of the Adverse Market Event. For certainty, no other Private Development Milestone deadline shall be extended.

8. PROCEDURAL OVERVIEW FOR TAKEDOWNS

8.1 Conditions Precedent

The following shall be conditions precedents to Developer’s exercise of its Private Development Rights:

a. Approval by the City of an Approved Development Plan; and

b. for each Takedown, the City’s Approval of a Takedown Request Notice (Approval of which, for certainty, shall be a required prerequisite to the submission of a Site Development Plan to the City).

8.2 Takedown Request Notice for Exercise of Private Development Rights

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6 Market Index is accessible at this link: https://apps.bea.gov/itable/itable.cfm?ReqID=70&step=1#reqid=70&step=1&isuri=1.
a. Developer shall provide written notice to the City at least 90 Working Days in advance of the desired closing date for any Future Takedown Parcel of its intent to purchase a Potential 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 Future Takedown Parcel, by reference to the Approved Development Plan;
iii. a calculation of the purchase price;
iv. descriptions of the proposed development program for the Takedown, 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 a parcel ahead of a Future Takedown 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.

c. The Takedown Request Notice shall clearly identify any changes parcel development sequence versus 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.

d. 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.

e. Within 30 Working Days after the City’s receipt thereof, the City shall provide a response to the Developer’s Takedown Request Notice.

f. 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 Takedown, 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 6 months after Substantial Completion for the Initial Takedown;

iv. requirement to pay the Development Nonperformance Payment for failure to commence construction within 24 months or complete construction within 36 months;

v. right for City to re-purchase parcel for failure to the 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;

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; and

viii. [ ]

c. The Developer shall not sell, transfer or otherwise convey any options rights related to the Private Development Rights. A parcel owner may resell a parcel previously purchased by Takedown.

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 Takedown 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 Takedown Parcel.

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.

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 Initial Takedown 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. All Future Takedowns 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 Calendar 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 Anti-Speculation

Except as otherwise provided herein, Developer shall not sell, convey, lease, or exchange any Takedown Parcel, or portion thereof, until construction of the building depicted in the Site Development Plan for the portion of the Takedown Parcel has been completed as evidenced by the issuance of a temporary or permanent certificate of occupancy.

9.5 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 as such completion will be determined in accordance with [ ].

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

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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.
pledge agreement in the form attached to the Project Agreement\(^7\), 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.\(^8\) A failure by the District to levy and remit mill levy revenues in any year 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 Financial Close. 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\(^9\)

a. The Developer will be in default of its obligations under Schedule 14 if:

i. it fails to achieve a Private Development Milestone, subject to the Future Takedown Cure Rights, as of any date as required hereunder; or

ii. the Developer will be in default of its obligations under Schedule 14 if it violates the Anti-Speculation prohibition that is set forth in Section 9.4.

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.

i. The City’s repurchase option will be included in a mandatory deed covenant and will provide:

A. Upon a failure by any purchaser to pay the Development Nonperformance Payment timely, the City shall provide initial notice including a statement

\(^7\) To be included in a subsequent Addendum.
\(^8\) The Service Plan is anticipated to include a maximum mill levy of 50 mills for capital and operations. The City may also, in its discretion, require an additional 5 mill levy for regional improvement, which levy would be in addition to the 50 mill cap.
\(^9\) 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.
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.

B. 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.

C. The City shall have a 9 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).
Annex A
Private Development Parcel Data

[To insert table based upon Form 22 submitted with the Developer's Proposal.]
Annex B
Form of Purchase and Sale Agreement

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") (the "PA") 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 decreed 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 by the Seller to 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.

      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 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 Section 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 Date”). 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 liable 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 OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

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

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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.**

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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: 

By: ________________________________
Name: ____________________________
Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER

By: ________________________________
Name: ____________________________

APPROVED AS TO FORM:
Attorney for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: ________________________________
________________ Assistant City Attorney

By: ________________________________, Manager of Finance

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Project Agreement
Schedule 14, Private Development

By: ______________________________
_________________________, Auditor

STATE OF COLORADO  )
) ss
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

City and County of Denver
National Western Center Triangle Project
December 11, 2019
Schedule 14-27
IN WITNESS WHEREOF, the Parties have executed and affixed their seals, if any, at Denver, Colorado as of: _____________, 20[ ].

[NAME OF PURCHASER]

By: ________________________________
[NAME], [TITLE]

STATE OF COLORADO
) ss
CITY AND COUNTY OF DENVER
) ss

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: 

CITY AND COUNTY OF DENVER

By:____________________________ By:___________________________

__________________, _________, Mayor
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

APPROVED AS TO FORM:

Attorney for
the City and County of Denver

By:__________________________  
Assistant City Attorney

STATE OF COLORADO  
)  
CITY AND COUNTY OF DENVER  
) ss.

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

City and County of Denver  
National Western Center Triangle Project  
Schedule 14-1  
December 11, 2019
Exhibit A
to the Quitclaim Deed
(Property)
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.]
Annex C
Form of Metropolitan District Service Plan

[To be provided in a subsequent Addendum.]
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;
Section 1, New Arena

xvii. event overlay and temporary seat storage areas;

xviii. first aid/security offices; and

xix. loading dock, service yard, loading area, truck and trailer storage and parking and outside broadcast connectivity spaces.

b. 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 dishwasher 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**

![New Arena Dimensions Diagram](image)

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;

¹ Detailed boards requirements are provided at [http://www.nhl.com/ice/page.htm?id=24935](http://www.nhl.com/ice/page.htm?id=24935).
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.

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 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).
1.11.3 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.

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.
### Area

<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 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>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. Hallways</td>
<td>Carpet tile with straight rubber base</td>
<td>Painted gypsum board, glazing.</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>Acoustic ceiling tiles.</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>

The minimum requirements for other interior finishes are set out in the table below.
## Millwork

Developer shall provide, at a minimum, cabinets, counters, shelving and cupboards generally to be constructed of plywood or fiberboard core with plastic laminate finish.

## 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.

## Toilet partitions

At a minimum, Developer shall provide ceiling hung with factory applied painted metal finish. All hardware and fittings shall be stainless steel.

## 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.

## Storage rooms and janitor closets

At a minimum, Developer shall provide mop sink, mop/broom holder and storage shelves.

## 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.

## 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
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<table>
<thead>
<tr>
<th>Finish</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>B. individual signs shall be provided to each door throughout to identify all staff rooms, building services, storage and all mechanical and electrical rooms; all graphics shall be meet applicable codes and regulations.</td>
</tr>
</tbody>
</table>
| viii. Window accessories | 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. |
| ix. Daylighting | 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. |
| x. Curtain track system | 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. |

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.

1.12 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/heat 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.
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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. Additional spare capacity shall be installed to allow for future technology.

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
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 MINIMUM BASELINE PROGRAM TABLE

a. Developer shall provide the space/components outlined in Sections 1.23.1 through 1.23.29 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>1.23.1 Arena Hall</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Arena Floor</td>
<td></td>
<td>268 ft x 118 ft</td>
<td></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>1.23.2 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>
</tbody>
</table>
### Schedule 15, Design and Construction Requirements
#### Section 1, New Arena

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>shower area, sanitary facilities and equipment storage. Located at Field of Play level. Adjacent to Athlete Changing Room 4 with pass door to enable single large Changing Room if event requires.</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>

#### 1.23.3 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>
</tr>
</tbody>
</table>
# Schedule 15, Design and Construction Requirements

## Section 1, New Arena

### 1.23.1 Space / Component

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
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<th>MINIMUM DIMENSIONS (ft)</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>AREA (ft²)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### b. Match Coordinators Office
- Capacity: 2
- Dimensions: 200 ft²
- Quantity: 1
- Internal Area: 200 ft²
- Notes / Other Requirements: Office space for League and Tournament officials.

#### c. Officials Meeting Room
- Capacity: 5
- Dimensions: 200 ft²
- Quantity: 1
- Internal Area: 200 ft²
- Notes / Other Requirements: Near to Officials Changing Room and Match Coordinators Office.

### 1.23.4 Player Medical

#### a. Athlete Centre
- Capacity: 4
- Dimensions: 500 ft²
- Quantity: 1
- Internal Area: 500 ft²
- Notes / Other Requirements: For Players, Athletes, Officials, Media and Security. Includes lockable medicine storage.

### 1.23.5 Doping Control

#### a. Doping Control Center
- Capacity: 5
- Dimensions: 500 ft²
- Quantity: 1
- Internal Area: 500 ft²
- Notes / Other Requirements: Space Allocated for Doping Control. Only for use during events.

### 1.23.6 Entertainment

#### a. Star Dressing Room 1
- Dimensions: 440 ft²
- Quantity: 1
- Internal Area: 440 ft²
- Notes / Other Requirements: Space with separate shower area, sanitary facilities. Located at Field of Play level.

#### b. Star Dressing Room 2
- Dimensions: 440 ft²
- Quantity: 1
- Internal Area: 440 ft²
- Notes / Other Requirements: Space with separate shower area, sanitary facilities. Located at Field of Play level.
<table>
<thead>
<tr>
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<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. Green Room</td>
<td></td>
<td>360</td>
<td>1</td>
<td>360</td>
<td></td>
</tr>
<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>

### 1.23.7 Event Organizers

| 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 |

### 1.23.8 Event Presentation

<p>| a. Event Presentation Center             | 6                | 300                     | 1                | 300                             | Central controlling point for all Audio and Visual presentation such as giant screen and LED Ribbon, Commentary and Arena Lighting. |
| b. Media Control Center                  | 6                | 250                     | 1                | 250                             | Central controlling point for all broadcast, media and digital fan interface systems. |
| c. Mascots/Event Presentation Guests Suite | 6               | 250                     | 1                | 250                             | Located adjacent to main field of play access tunnel. |
| d. Event Storage                         |                  | 1,500                   | 2                | 3,000                           | Required for event overlay items such as signage, field of play covering, temporary seats. |
| e. Giant Screen                          |                  |                         | 1                |                                  | Center-hung 'cube' |</p>
<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>scoreboard seen from all seats within the Arena</td>
</tr>
</tbody>
</table>

### 1.23.9 Event Technology

a. Event Technology Office

### 1.23.10 Event Staff

a. Accreditation Center / Staff Check-in

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th>Located with access to public entrance (before security) and back of house exit.</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Staff Uniform Storage</td>
<td>1</td>
<td>100</td>
<td>1</td>
<td>100</td>
<td>Located adjacent to Staff Check-in.</td>
</tr>
<tr>
<td>c. Event Staff Locker Room - Male</td>
<td>1</td>
<td>500</td>
<td>1</td>
<td>500</td>
<td>Includes changing area and lockers.</td>
</tr>
<tr>
<td>d. Event Staff Locker Room - Female</td>
<td>1</td>
<td>500</td>
<td>1</td>
<td>500</td>
<td>Includes changing area and lockers.</td>
</tr>
<tr>
<td>e. Event Stewards Briefing area</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Utilize seating with the arena bowl.</td>
</tr>
<tr>
<td>f. Event Staff Rest Area</td>
<td>1</td>
<td>500</td>
<td>1</td>
<td>500</td>
<td>Located near uniform storage, includes small kitchen/reheat/vending machine facilities.</td>
</tr>
</tbody>
</table>

### 1.23.11 Ticketing

a. Arena Ticket Office

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th>10 Windows in Arena façade.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPACE / COMPONENT</td>
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<td>MINIMUM DIMENSIONS (ft) AREA (ft²)</td>
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<td>NOTES / OTHER REQUIREMENTS</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------</td>
<td>-----------------------------------</td>
<td>------------------</td>
<td>-----------------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>1.23.12 Spectator Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Information Kiosk</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>One per concourse level, located in prominent position</td>
</tr>
<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>
<tr>
<td>1.23.13 Concourses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>
</tbody>
</table>
## SPACE / COMPONENT
<table>
<thead>
<tr>
<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. Concourse (Event Zone)</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>
</tbody>
</table>

### 1.23.14 Restrooms

- **a. Restrooms - Male**
  - Provision to be as required by code - population distribution to be 50% Male.

- **b. Restrooms - Female**
  - Provision to be as required by code - population distribution to be 50% Female.

- **c. ADA Restrooms / Changing Areas**
  - Provision is to be as required by code.

- **d. Family Restrooms**
  - 40 4 160 Included in Parenting Rooms (see section 37)

### 1.23.15 Medical Facilities

- **a. First Aid Rooms**
  - 200 One per concourse level, to include space for stretcher.

### 1.23.16 Family Areas

- **a. Family Area**
  - 500 1 500 Area of Spectator Concourse with activities for families and pre-teen children.

- **b. Parenting Rooms**
  - Parenting rooms
### 1.23.17 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>

### 1.23.18 Premium Spectator Areas

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM DIMENSIONS (ft) AREA (ft²)</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Suites</td>
<td>27</td>
<td>16</td>
<td>350</td>
<td>12,600</td>
</tr>
<tr>
<td>b. Party Suites</td>
<td>2</td>
<td>32</td>
<td>700</td>
<td>1400</td>
</tr>
</tbody>
</table>
## Schedule 15, Design and Construction Requirements
### Section 1, New Arena

<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></td>
<td></td>
<td>AREA (ft²)</td>
<td></td>
<td></td>
<td>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 of 50:50.</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>Provision to be as required by code - population distribution to be 50% Male.</td>
<td></td>
</tr>
<tr>
<td>g. Premium Washrooms - Female</td>
<td></td>
<td></td>
<td></td>
<td>Provision to be as required by code - population distribution to be 50% Female</td>
<td></td>
</tr>
<tr>
<td>h. ADA Wash Rooms / Changing Areas</td>
<td></td>
<td></td>
<td></td>
<td>Provision is to be as required by code.</td>
<td></td>
</tr>
</tbody>
</table>

### 1.23.19 Premium Area Seats

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM QUANTITY</th>
</tr>
</thead>
</table>
| a. Suite Seats    | 640              | All seats to be exterior grade cushioned 'tip-up' type seat with 2
### Project Agreement
#### Schedule 15, Design and Construction Requirements
#### Section 1, New Arena

<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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>armrests and cup holder.</td>
</tr>
</tbody>
</table>

b. Loge Box Seats

|                  |                  | 120                               |                  |                                   | All seats to be exterior grade cushioned 'tip-up' type seat with 2 armrests and cup holder. |


c. Premium Seats

|                  |                  | 240                               |                  |                                   | All seats to be exterior grade cushioned 'tip-up' type seat with 2 armrests and cup holder. |

### 1.23.20 Media / Press

a. Venue Media Center

|                  | 100              | 2500                             | 1                | 2500                             | Media work desks, cafeteria, lounge, washrooms etc. Located near to the athlete changing areas. |

b. Photographers Center

|                  | 20               | 400                              | 1                | 400                              | Photographers work desks, lockers, managers office etc. Located near to the Venue Media Center. |

c. TV Presentation Studio

|                  |                  | 400                              | 1                | 400                              | Studio with a view of the Field of Play. |

d. Outside Broadcast Compound

|                  |                  |                                  |                  |                                  | To be provided as ‘overlay’ on an event-by-event basis external to the Arena building. |

e. Media Briefing Room

|                  | 50               | 800                              | 1                | 800                              | Including desk with sponsor backdrop and camera |
### Space / Component

<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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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>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>

#### 1.23.21 Safety & Security

<p>| a. Event Control Room | 15 | 750 | 1 | 750 | Room overlooking field of play for event control team including emergency services. Includes CCTV monitoring area, meeting room and washroom facilities. |
| b. Security Center    | 10 | 500 | 1 | 500 | Main Security center. Monitoring |</p>
<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. Emergency Services Room</td>
<td>500</td>
<td>1</td>
<td>500</td>
<td>Located near venue security center, includes small kitchen/reheat/vending machine facilities.</td>
<td></td>
</tr>
<tr>
<td>d. Ambulance Parking Bays</td>
<td>2</td>
<td></td>
<td></td>
<td>Located near to medical center and field of play level.</td>
<td></td>
</tr>
</tbody>
</table>

### 1.23.22 Catering

<table>
<thead>
<tr>
<th>Category</th>
<th>Area and Capacity to be developed by Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Central Production Kitchen</td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>b. Storage Areas</td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>c. Dry Good Storage</td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>d. Cold Room</td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>e. Deep Freeze</td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>f. Beverage Storage</td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>g. Bottle Storage</td>
<td>Adjacent to Loading Bay.</td>
</tr>
<tr>
<td>h. Staff Offices</td>
<td>Included in Central Production Kitchen</td>
</tr>
</tbody>
</table>
## Schedule 15, Design and Construction Requirements

### Section 1, New Arena

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM CAPACITY</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM AREA (ft²)</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1.23.23 Staff Welfare Facilities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Staff Changing Room</td>
<td></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></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></td>
<td>Included in Central Production Kitchen</td>
</tr>
<tr>
<td>d. Finishing Kitchens</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Required for Suites, Premium Lounge and Loge Box service</td>
</tr>
<tr>
<td><strong>1.23.24 Concessions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Temporary Concession positions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5 Electronic Points of Sale per 1,000 spectators</td>
</tr>
<tr>
<td><strong>1.23.25 Venue Operations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Superintendent Office</td>
<td>400</td>
<td>1</td>
<td>400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Conference Room</td>
<td>700</td>
<td>1</td>
<td>700</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Administrative Offices</td>
<td>2000</td>
<td>1</td>
<td>2000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Show Office</td>
<td>300</td>
<td>2</td>
<td>600</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Show Office Restroom</td>
<td>200</td>
<td>2</td>
<td>400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Staff Dining Room</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sized to reflect number of staff</td>
</tr>
<tr>
<td>g. Staff Kitchen</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sized to reflect number of staff</td>
</tr>
</tbody>
</table>
### 1.23.25 Staff Restrooms

<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>h. Staff Restrooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sized to reflect number of staff</td>
</tr>
</tbody>
</table>

### 1.23.26 Maintenance Facilities

<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. Building Maintenance Storage</td>
<td></td>
<td>5500</td>
<td>1</td>
<td>5500</td>
<td></td>
</tr>
<tr>
<td>b. Maintenance Office</td>
<td></td>
<td>120</td>
<td>1</td>
<td>120</td>
<td></td>
</tr>
<tr>
<td>c. Maintenance Workshops</td>
<td></td>
<td>2000</td>
<td>1</td>
<td>2000</td>
<td></td>
</tr>
</tbody>
</table>

### 1.23.27 Loading Dock

<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. Loading Dock Area</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>As required for efficient operations</td>
</tr>
<tr>
<td>b. Loading Ramp</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>As required for efficient operations</td>
</tr>
<tr>
<td>c. Equipment Storage</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>As required for efficient operations</td>
</tr>
<tr>
<td>d. Interior Tractor Storage</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>As required for efficient operations</td>
</tr>
<tr>
<td>e. Ice making and Zamboni storage</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>As required for efficient operations</td>
</tr>
<tr>
<td>f. Receiving Office</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>As required for efficient operations</td>
</tr>
<tr>
<td>g. Building Security Office</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>As required for efficient operations</td>
</tr>
<tr>
<td>h. Fire Department Areas</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>As required for efficient operations</td>
</tr>
</tbody>
</table>
### 1.23.28 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>i. Main Cleaners Supply</td>
<td></td>
<td>500</td>
<td>1</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>j. Garbage &amp; Recycling Room</td>
<td></td>
<td>600</td>
<td>1</td>
<td>600</td>
<td></td>
</tr>
</tbody>
</table>

#### 1.23.29 Access & Circulation

<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. 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 Sheets
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 subdivided 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 to 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.

a. 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
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>i. Expo Hall</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>ii. Offices / ballrooms / banquet hall / meeting rooms / conference rooms</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>
</tbody>
</table>
### Area

<table>
<thead>
<tr>
<th>Area</th>
<th>Floors</th>
<th>Walls</th>
<th>Ceilings</th>
</tr>
</thead>
<tbody>
<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-resistant gypsum board</td>
<td>Epoxy painted water-resistant gypsum board</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></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.</td>
</tr>
<tr>
<td></td>
<td>All hardware to be ADA approved.</td>
</tr>
<tr>
<td></td>
<td>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>
</tbody>
</table>
### Finish Requirement

<table>
<thead>
<tr>
<th>iv. Restrooms</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>b. Toilet partitions shall be ceiling hung with factory applied painted metal finish. All hardware and fittings shall be stainless steel.</td>
</tr>
<tr>
<td>v. Metal Lockers</td>
<td>Pre-finished steel lockers shall be 1'-0&quot; wide and 1'-6&quot; deep with sloping tops in 4-tier configuration and expanded metal mesh fronts to be installed at break rooms.</td>
</tr>
<tr>
<td>vi. Interior Building Graphics Signage and Wayfinding</td>
<td>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 be meet applicable codes, regulations, and campus standards.</td>
</tr>
<tr>
<td></td>
<td>b. Individual signs shall be provided to each door throughout to identify all staff rooms, building services, storage and all mechanical and electrical rooms.</td>
</tr>
</tbody>
</table>

#### 2.15. 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.

#### 2.16. 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.

#### 2.17. MECHANICAL

##### 2.17.1 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.

##### 2.17.2 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.

2.17.3 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.

2.18. 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.

2.19. FIRE PROTECTION

2.19.1 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.

2.19.2 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.

2.20. ELECTRICAL

2.20.1 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.

2.20.2 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.

2.20.3 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.

2.20.4 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.

2.20.5 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 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.

2.21. 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.
i. 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.

2.22.  **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.

2.23.  **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.
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Section 2, Expo Hall

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.

2.24. 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.

2.25. 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.

2.26. 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).
### 2.27. MINIMUM BASELINE PROGRAM TABLE - EXPO HALL

a. Developer shall provide the space/components outlined in Sections 2.27.1 through 2.27.15 in accordance with the stated requirements.

b. The requirements outlined below are in addition to those stated in Sections 2.1 to 2.26 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>
<tbody>
<tr>
<td><strong>2.27.1 Lobbies/ Reception Areas</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i.   Entry Lobby</td>
<td>1,000</td>
<td>1</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>ii.  Storage Lobby</td>
<td>200</td>
<td>1</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td><strong>2.27.2 Ticketing Areas</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i.   Ticket Lobby</td>
<td>500</td>
<td>1</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>ii.  Ticket Sales Area</td>
<td>200</td>
<td>1</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>iii. Ticket Office</td>
<td>200</td>
<td>1</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>iv.  Ticket Workroom</td>
<td>150</td>
<td>1</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>v.    Cash Room &amp; Vault</td>
<td>110</td>
<td>1</td>
<td>110</td>
<td></td>
</tr>
<tr>
<td><strong>2.27.3 Concourses and Main Circulation Areas</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Concourse/ Circulation</td>
<td>80,100</td>
<td>1</td>
<td>80,100</td>
<td>Based on area allowance of 11ft² per occupant at maximum capacity (Theater Configuration)</td>
</tr>
</tbody>
</table>
### Project Agreement
**Schedule 15, Design and Construction Requirements**

**Section 2, Expo Hall**

<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>ii. Concourse Area Storage</td>
<td>300</td>
<td>1</td>
<td>300</td>
<td>Storage for event materials/merchandise</td>
</tr>
<tr>
<td>iii. Cloakroom</td>
<td>1,650</td>
<td>1</td>
<td>1,650</td>
<td>To provide for storage of 2,000 garments.</td>
</tr>
<tr>
<td>iv. Information Desk</td>
<td>110</td>
<td>1</td>
<td>110</td>
<td>In a prominent position close to the main entrance</td>
</tr>
</tbody>
</table>

**2.27.4 Concourse Cleaners/ Maintenance Support Rooms**

<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. Cleaners Room</td>
<td>200</td>
<td>1</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>ii. Cleaners Cupboard</td>
<td>60</td>
<td>8</td>
<td>480</td>
<td>One 60 ft² cleaners cupboard in each restroom cluster</td>
</tr>
</tbody>
</table>

**2.27.5 First Aid Areas**

<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. First Aid Room</td>
<td>120</td>
<td>1</td>
<td>120</td>
<td></td>
</tr>
<tr>
<td>ii. First Aid Restroom</td>
<td>50</td>
<td>1</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>iii. First Aid Storage Closet</td>
<td>50</td>
<td>1</td>
<td>50</td>
<td></td>
</tr>
</tbody>
</table>

**2.27.6 Retail and Vendor Booths**

<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. Vendor Booth Locations</td>
<td></td>
<td></td>
<td></td>
<td>Within Concourse Area Calculation</td>
</tr>
<tr>
<td>ii. Retail</td>
<td></td>
<td></td>
<td>600</td>
<td>Within Concourse Area</td>
</tr>
</tbody>
</table>

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<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><strong>SPACE / COMPONENT</strong></td>
<td><strong>MINIMUM DIMENSIONS AREA (ft²)</strong></td>
<td><strong>MINIMUM QUANTITY</strong></td>
<td><strong>MINIMUM TOTAL INTERNAL AREA (ft²)</strong></td>
<td><strong>NOTES / OTHER REQUIREMENTS</strong></td>
</tr>
<tr>
<td><strong>2.27.7 Food &amp; Beverage Concessions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>
</tr>
<tr>
<td><strong>2.27.8 Restrooms</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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 Restrooms Concourse</td>
<td>80</td>
<td>4</td>
<td>320</td>
<td></td>
</tr>
<tr>
<td><strong>2.27.9 Expo Hall</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>
</tr>
<tr>
<td><strong>2.27.10 Additional Exposition Spaces</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Flexible Exhibit / Ballroom / Meeting Space</td>
<td></td>
<td></td>
<td>25,000</td>
<td></td>
</tr>
</tbody>
</table>
### Schedule 15, Design and Construction Requirements

#### Section 2, Expo Hall

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii. Flexible Rooms Meeting</td>
<td></td>
<td>1</td>
<td>20,000</td>
<td>Meeting rooms sized to accommodate 6-50 people</td>
</tr>
<tr>
<td>iii. Cafeteria / Restaurant</td>
<td></td>
<td>1</td>
<td>5,000</td>
<td></td>
</tr>
</tbody>
</table>

#### 2.27.11 Staff and General Storage Areas

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Event Equipment Storage</td>
<td>1</td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>ii. General Building Storage</td>
<td>1</td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>iii. Expo Staff Open Office</td>
<td>1</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>iv. Expo Staff Shared Locker Area</td>
<td>1</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>v. Expo Staff - Men's Restroom</td>
<td>1</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>vi. Expo Staff - Women's Restroom</td>
<td>1</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>vii. Expo Staff Break Room</td>
<td>1</td>
<td>280</td>
<td></td>
</tr>
</tbody>
</table>

#### 2.27.12 Staff Areas

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS</th>
<th>MINIMUM QUANTITY</th>
<th>MINIMUM TOTAL INTERNAL AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Group Meeting Room</td>
<td>1</td>
<td>800</td>
<td></td>
</tr>
<tr>
<td>ii. Office</td>
<td>1</td>
<td>2,000</td>
<td></td>
</tr>
</tbody>
</table>
### Schedule 15, Design and Construction Requirements

#### Section 2, Expo Hall

<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>iii. Office Restroom</td>
<td>200</td>
<td>2</td>
<td>400</td>
<td></td>
</tr>
<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>
<td></td>
</tr>
</tbody>
</table>

#### 2.27.13 Food Service Support / Kitchens

| i. Catering Kitchen                       |                               | 1                | As required. Main kitchen located in New Arena |
| ii. Food Service Storage                  |                               | 1                | As required. Primary food storage located in New Arena |

#### 2.27.14 Audio/Video and Technology Support

| i. AV Storage                             |                               | 1                | 1,000                             |
| ii. AV Office                             |                               | 1                | 120                               |
| iii. Equipment Storage                    |                               | 1                | 200                               |

#### 2.27.15 Maintenance Areas

| i. Main Cleaners Supply                   |                               |                  | 500                               |

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## Space / Component

<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>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>
<td></td>
<td>As required to facilitate efficient operations</td>
</tr>
</tbody>
</table>
Annex 15.2 – A

Area Data Sheets
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 releveling 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. venue operation, administration, and ancillary areas;
   x. plant and service rooms; and
   xi. service yard and loading area.
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 programed 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.

<table>
<thead>
<tr>
<th>Functional Layout</th>
<th>Figure 4-1: Potential 1909 Building public market layout</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Market</td>
<td><img src="image" alt="Figure 3-1: Functional categories of public market facilities" /></td>
</tr>
</tbody>
</table>
| Leasable Commercial | - Leasable Commercial Space  
|                    | - Multi-purpose Room |
| Visitor Facilities | - Welcome Center  
|                    | - Restrooms |
| Retail            | - Retail Stores |
| Restaurants       | - Restaurants  
|                   | - Seating |
| Event             | - Indoor Plaza & Event Space |
| Catering          | - Central Kitchen  
|                    | - Dry/Cold Storage |
| Circulation       | - Market Aisles  
|                    | - Stairs  
|                    | - Elevators (Passenger/Goods)  
|                    | - Secondary Circulation |
| Outdoor Spaces    | - External Plaza  
|                    | - Portico Structures |
|                   | - Hard/Soft Landscape |
|                   | - Car Parking |
| Plant             | - Mechanical  
|                   | - Electrical |
|                   | - Public Health |
|                   | - ICT/Comms |

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 3-4: Mezzanine level concept functional arrangement diagram (not to scale)
Figure 3-5: Conceptual functional arrangement illustration
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.
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. Leable commercial</td>
<td>12,000</td>
</tr>
<tr>
<td>D. Multi-purpose room</td>
<td>1,150</td>
</tr>
<tr>
<td>E. 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
Figure 3-9: Internal changes of historical significance

Figure 3-10: Section through 1909 Building indicating mezzanine and retained structure
Project Agreement
Schedule 15, Design and Construction Requirements
Section 3, 1909 Building

i.

City and County of Denver
National Western Center Triangle Project

December 11, 2019

Section 3 - 15
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.
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 3.28.1. 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
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 VISITOR FACILITIES

3.8.1 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.

b. 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.

c. Developer shall provide a discreet security room with CCTV monitoring capability which shall also be located here or within the office administrative space allocation.

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.

3.8.2 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.

3.8.3 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.

3.9 OUTDOOR SPACES

3.9.1 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
3.10 VENUE OPERATIONS
Developer shall provide operator and tenants’ service areas which, as a minimum, shall include:

- venue management office and administration;
- changing rooms and locker areas;
- security room;
- the service yard and receiving area;
- cold (refrigerated and freezer) and dry goods storage areas; and
- kitchen, plant and services rooms.

3.10.1 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;
xi. building services plant and equipment located as to enable maintenance, repair or replacement with minimum disruption to building occupants;

xii. 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.

3.10.2 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.

3.10.3 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.

3.10.4 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.

3.10.5 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.
3.10.6 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.

3.10.7 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.

3.10.8 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 equipment; and other functions. The area shall also provide driver welfare facilities.

Figure 3-20: Possible south elevation treatment to back of house / loading area

3.11 CIRCULATION

3.11.1 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.

3.11.2 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.

3.11.3 Vertical Circulation

a. Developer shall provide vertical circulation through 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.
3.12 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.

3.13 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.

3.14 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.
3.15 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 relevelling 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;

xi. 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.

3.16 INTERIOR

3.16.1 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.

3.16.2 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.

3.16.3 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.

3.16.4 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.

3.16.5 Steel Structure

Exposed existing or new steel structure shall be of consistent painted finish quality with paint of appropriate finish quality and performance criteria.
3.16.6 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.

3.16.7 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.

3.16.8 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.

3.16.9 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>
</tbody>
</table>
### Finish Requirement

| D. | coilng 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. Window accessories

Developer shall provide:

- A. Commercial grade blinds and other passive light-directing accessories to be applied to all exterior windows.
- B. Commercial grade blinds provided within individual offices with interior windows.

### iii. Interior building graphics and wayfinding

Developer shall provide:

- A. A complete graphics system throughout the facility shall clearly identify to patrons all entrances, exits, and service areas/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. Suspended 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.
### 3.16.10 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 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.
3.18 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.

3.19 MECHANICAL

3.19.1 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.

3.19.2 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.

3.19.3 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.

3.20 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.

3.21 FIRE PROTECTION

3.21.1 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.

3.21.2 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.

3.22 ELECTRICAL

3.22.1 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.

3.22.2 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.

3.22.3 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.

### 3.23 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.
3.24 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 pre-cooling ventilation air requirements;
   vi. consider energy recovery ventilators to reduce the cost of outside air; and
   vii. consider renewable energy systems.

3.25 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.
3.26 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.

3.27 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.

3.28 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>3.28.1 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>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. 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 “spill out” 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>

3.28.2 Retail

| a. Retail stores | As req. to suit business model 300-1200 sq. ft. approx. | 5-6 | 5,100 | 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. |

3.28.3 Restaurant

<p>| a. Restaurant    | As required to suit business case. Approx. 300 sq. ft. min. Average size 1000sq.ft | 3-4 | 4,600 | 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. |
| b. Seating deck  | | 1 | 800 | Shared tenant seating area, ease of access to restaurants potentially on mezzanine. |</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><strong>3.28.4 Event and Amenity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Interior plaza and event space</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td></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>
</tr>
<tr>
<td>b. Remnant seating</td>
<td>2 existing bays (2500 sq. ft. approx.)</td>
<td></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 deck area for consideration to create multi-purpose use flexibility.</td>
<td></td>
</tr>
<tr>
<td>d. Exterior spill-out</td>
<td></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>
</tr>
<tr>
<td>e. Promenade</td>
<td></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>
</tr>
<tr>
<td><strong>3.28.5 Leasable Commercial</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Leasable commercial space</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td></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. Multi-purpose room</td>
<td>1</td>
<td></td>
<td>1,150</td>
<td>Specifically designated ‘Multi-Purpose’ room for possible revenue</td>
</tr>
</tbody>
</table>
### 3.28.6 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>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 preference.</td>
</tr>
<tr>
<td>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>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>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>Baby changing restroom</td>
<td>1 on first level</td>
<td>1</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>First aid room</td>
<td>1</td>
<td>1</td>
<td>150</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>
</tbody>
</table>

### 3.28.7 Catering Operations

<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>Central production kitchen</td>
<td></td>
<td>1</td>
<td>800</td>
<td>Kitchen licensed for commercial use primarily enabling stall tenants &amp; food truck operators to prepare foods for public market retail. Area includes allowance for Staff Break area &amp; WC.</td>
</tr>
</tbody>
</table>
### Schedule 15, Design and Construction Requirements

#### Section 3, 1909 Building

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS (ft)</th>
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<th>MINIMUM TOTAL INTERNAL AREA (ft²)</th>
<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Dry and cold storage</td>
<td></td>
<td>1 dry/1 cold</td>
<td>3,765</td>
<td>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 &amp; 8 coolers. Indicative racking length of approx. 215 feet accommodated.</td>
</tr>
</tbody>
</table>

#### 3.28.8 Venue Operations

<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. Administrative offices</td>
<td></td>
<td>1</td>
<td>1,500</td>
<td>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 for approximately 20 office staff. Will include mail handling area.</td>
</tr>
<tr>
<td>b. Conference room</td>
<td></td>
<td>1</td>
<td>150</td>
<td>6-8 person capacity.</td>
</tr>
<tr>
<td>c. Staff room</td>
<td></td>
<td>1</td>
<td>200</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></td>
<td>500</td>
<td>Area indicative only - subject to Operator evaluation/as required for efficient operations.</td>
</tr>
<tr>
<td>e. Maintenance off / works hop</td>
<td></td>
<td>1</td>
<td>250</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></td>
<td>1</td>
<td>775</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></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>
</tr>
</tbody>
</table>
### Garbage and recycling room

<table>
<thead>
<tr>
<th>SPACE / COMPONENT</th>
<th>MINIMUM DIMENSIONS (ft)</th>
<th>MINIMUM QUANTITY</th>
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<th>NOTES / OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>h. Garbage and recycling room</td>
<td></td>
<td>1</td>
<td>200</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>

#### 3.28.9 Plant

a. Group not used

As required by building design.

#### 3.28.10 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
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 of up to 3,500 total spaces 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. 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 is restricted from limiting parking beyond the 2018 availability of 2,700 spaces in the Triangle until new parking on Phase 1 & 2 and replacement parking in the Triangle is made available.

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.
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>
</tr>
</thead>
<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.

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.

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 to be incorporated as a historic entrance into a larger building.
b. The original Coors nameplate over the door shall be reinstated or replicated.
c. The building has good integrity and is being evaluated for minimal updates to allow for temporary usage and occupancy by a neighborhood/local arts district.

d. The building also has potential in its own right 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 being evaluated for minimal updates to allow for temporary usage and occupancy by a neighborhood/local arts district.

c. The building also has potential in its own right 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 being evaluated for minimal updates to allow for temporary usage and occupancy by a neighborhood/local arts district.

b. The building also has potential in its own right 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 building has poor overall integrity and is not being evaluated for any temporary usage. The Developer may consider moving or demolishing the structure.

b. The building does have potential to be part of a larger component of infill development but would require substantive 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 building has poor overall integrity and is not being evaluated for any temporary usage. The Developer may consider moving or demolishing the structure.

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 to the cultural district for the Calgary Stampede.

b. Developer may deconstruct and relocate some of the Cultural Buildings to new locations on the Triangle should the current locations of the buildings be 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 near its original location and matching its original appearance.

b. The City encourages Developer to preserve and reuse:
   i. Coors Tavern;
   ii. Mueller Saloon; and
   iii. Mueller Bungalow.

c. Developer may preserve and reuse:
   i. Lindquist Cottage; and
   ii. 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 guiding 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. Cultural Buildings that are preserved or reconstructed should provide a unique physical space for:
   i. programs;
   ii. short-term living space; and
   iii. retail, cultural and non-profit space.

d. 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.

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 a designation 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. Four of the buildings have been determined to be eligible for listing on the National Register of Historic Places, although none are currently on the official list. Such designation can be pursued after the completion of qualifying work if tax credits are being pursued.

d. All of the buildings, except for the Fuller Drug Store, have been determined to be eligible for placement on the National Register of Historic Places as well as the State Register of Historic Places, but none have gone through any process to be added.
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. 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.

b. 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.

c. 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.

d. 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.

e. The City will provide existing facility information where available, including any available environmental reports.

f. Applicable requirements include, but are not limited to, those listed in Section Error! Reference source not found..

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 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.

b. Developer shall cut, remove, and cap all utilities on the site to the building site property line, left in a condition to enable the provision of temporary utility connections for follow-on construction activities on the building site, unless otherwise required by the Developer or 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 permitting and inspection by 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 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 other contaminated soil encountered on the building site.

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; and
   ii. process and remove of material for recycling off site.

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 to 95% compaction with clean structural fill.

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

Section 7 to be released with Addendum #1.
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:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Information or Approval</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Survey Control Perpetuation Diagram</td>
<td>Approval</td>
<td>Prior to Final Acceptance</td>
</tr>
<tr>
<td>ii. Construction control survey diagram</td>
<td>Approval</td>
<td>Prior to Final Acceptance</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Information or Approval</td>
<td>Schedule</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>iii. As-Built survey diagram</td>
<td>Approval</td>
<td>Prior to Final Acceptance</td>
</tr>
</tbody>
</table>
Section 9
Earthwork & Geotechnical

9.1 PURPOSE
Developer shall design and construct stable foundations for any required Private 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.
### 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 200 feet, minimum of two boreholes for the first 200 feet plus one per each additional 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 span</td>
<td>Two borings one at each end of span</td>
</tr>
<tr>
<td>Detention basins – including inlet, outlet, and forebay</td>
<td>One per structure</td>
</tr>
<tr>
<td>Buildings</td>
<td>As required to satisfy the requirements of the City <em>Building and Fire Code</em></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>Foundations</td>
<td></td>
<td></td>
</tr>
<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>Driven Piles</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>Spread Footing</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>Concrete Box Culvert</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>Walls</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 Settling</td>
<td>Determined by size and extent of distressed area</td>
<td>Determined by size and extent of distressed area</td>
</tr>
<tr>
<td>Pavement Heaving</td>
<td>Determined by size and extent of distressed area</td>
<td>20 ft</td>
</tr>
<tr>
<td>Material Soil Survey</td>
<td>Pavement realignment or widening</td>
<td>Minimum of 5 ft below the top of proposed pavement elevation or determined by Materials Engineer</td>
</tr>
<tr>
<td></td>
<td>1 every 1,000 ft along centerline or determined by Materials Engineer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cut sections – road widening</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 at each end of cut section and every 500 ft or determined by Materials Engineer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cut sections – new alignment</td>
<td></td>
</tr>
<tr>
<td></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>Exploration Type</td>
<td>Recommended Minimum No. of Borings</td>
<td>Recommended Minimum Boring Depth</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------------------</td>
<td>---------------------------------</td>
</tr>
<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. Test holes are required at a minimum of 500 feet. 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, before any embankment or fill area, aggregate base course, pavement, and pavement-related Work commences.

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 9.5b to 9.5e to the City.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Information or Approval</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Geotechnical Investigation Report</td>
<td>Approval</td>
<td>Within 30 Calendar Days following completion of the fieldwork</td>
</tr>
<tr>
<td>c. 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>d. Mass Grading Plan</td>
<td>Approval</td>
<td>Concurrent with Initial Design Submittal</td>
</tr>
<tr>
<td>e. 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>
</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;
   vi. a procedure and process for ensuring environmental compliance training for all worksite personnel; and

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. 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 I70 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.

e. 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.

f. 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.

g. 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.

h. 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.

10.8 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>
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<tr>
<td>i. Construction Dewatering Permit</td>
<td>CDPHE Water Quality Control Division (WQCD)</td>
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<tr>
<td>ii. Demolition Permits</td>
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<td>Construction Activities Stormwater Discharge Permit</td>
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<td>vi. Dust Suppression</td>
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<td>vii. Nest Take Permit</td>
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<td>Storm-water permit associated with construction activity</td>
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<td>xi. Notification as Resource Conservation and Recovery</td>
<td>CDPHE Air Pollution Control Division</td>
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<td>Act (RCRA) hazardous waste generator (encountering</td>
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<td>asbestos containing building materials)</td>
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<td>xii. Air Pollution Emission Notice (APEN), Fugitive Dust</td>
<td>CDPHE Air Pollution Control Division</td>
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<td>Permit, and Construction Permit</td>
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<td>xiii. Stationary Source Air Quality Permit (Emissions</td>
<td>CDPHE Air Pollution Control Division</td>
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<td>from portable units, such as rock crushers, generators,</td>
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<td>asphalt plants, and cement plants, used during</td>
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<td>construction)</td>
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<td>xiv. CCD Executive Order 115 Required use of Denver-</td>
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<td>Arapahoe Disposal Site (Landfill)</td>
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<td>xv. CCD Executive Order 123</td>
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<td>xvi. State Register Act concurrence</td>
<td>CDOT, City</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 an alternative software package to perform software calculations, the adoption of which shall be subject to City Approval.

11.3 ADMINISTRATIVE REQUIREMENTS

11.3.1 Permits
a. 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.
b. The Developer may seek to modify the CASDP in accordance with permit requirements.
c. Developer shall comply with the Storm Drainage Design Criteria Manual for water quality.
d. The Developer shall restore existing water quality facilities impacted by D&C Work pursuant to the Storm Drainage Design Criteria Manual and CASDP requirements.

e. Developer is responsible for obtaining a Sewer Use and Drainage Permit, in accordance with the Project Standards.

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.

11.3.3 Best Management Practices

The Developer shall install Permanent Stormwater Quality Facilities (PSQFs) in accordance with the Project Requirements.

11.3.4 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.

11.3.5 Groundwater Permits

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.

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 proposed 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 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

11.4.5 Precipitation
Developer shall design all drainage elements using the precipitation data given in Storm
Drainage Design 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 Master Drainage Report

a. Developer shall provide a Master Drainage Report for the Site. The Master Drainage Report shall consider and be based upon the Drainage Report and Memo for the Phase 1 and 2 area.

b. The Master Drainage Report shall meet the requirements for Final Drainage Reports set out in the Project Standards.

11.6.2 Interim Drainage Reports

Specific requirements for Interim Drainage Reports shall be determined at the City’s sole discretion.

11.6.3 Final Drainage Reports

a. Requirements for Final Drainage Reports are found in the Storm Drainage Design Criteria Manual.

b. The Developer shall submit to the City for Acceptance an electronic copy of the Master 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 profession engineer.

d. The Final Drainage Report shall include electronic copies of all computer analysis input and output files in the native file format.

11.6.4 Water Quality Reports

a. The Water Quality Reports shall be included as a part of the Interim and Final Drainage Reports.
b. Water Quality Reports shall meet the requirements of Storm Drainage Design Criteria Manual

c. The Water Quality Reports shall include the following:

i. all assumptions, circumstances influencing design, applicable design standards and/or requirements, and design criteria-related decisions;

ii. design decisions shall be documented and shall be based on sound engineering principles;

iii. all related references including maps, figures, and plans shall be provided in an appendix to the reports;

iv. documentation of tributary flows from areas outside of each defined construction segment; and

v. an exhibit showing the D&C Work in relation to the permit area.

### 11.6.5 Drainage Plans

a. General

i. Developer shall prepare plans for all drainage related facilities for the D&C Work in a format that follows the Storm Drainage Design Criteria Manual.

ii. The Developer shall submit all applicable plans with each drainage report.

iii. Plans shall be submitted with changes to design. Developer shall comply with the requirements of Sections 11.6.5b and 11.6.5c for all drainage plan deliverables.

b. Plan View

i. Provide the location of all existing and proposed drains and Approved abandoned pipe locations. Provide a label for each proposed drain and Approved abandoned pipe locations. Developer shall establish a labeling system that is specific to each proposed storm drain system and provide a table to summarize all pertinent information. The table shall include the drain line and sheet number where the profile can be found.

ii. Provide the location of all existing and proposed inlets, manholes, end sections, and outlet protection. Provide a label for each proposed inlet, manhole, end section, and outlet protection. Include a table that summarizes all pertinent information. The table shall include the label ID, station and offset, item, length, pay depth, and notes.

iii. Provide all existing and proposed grading.

iv. All Utilities and as-built information for relocated Utilities shall be accurately shown.

v. Provide location of existing and proposed right-of-way lines.

vi. Label locations of all drains to be removed, abandoned with flowfill or Approved for re-use. Include description and length of drain.

vii. Provide locations of all proposed permanent underdrains. Include locations of existing underdrains to be utilized with the Project as discovered during D&C Work. Provide a label for each underdrain location, clean out, fittings, and outlet. Developer shall establish a labeling system that is specific to each under-drain system and provide a table to summarize all pertinent information.
The table shall include the drain line and sheet number where the profile can be found and include the label ID, station and offset, item, length, and notes.

c. Profiles

i. Provide profiles for all proposed storm drains or existing storm drains Approved for reuse. Include the label ID from plan view sheets, station and offset, invert elevations, rim elevations, structure depth, slopes, sizes, material, existing and pro-posed finished grade lines, the design flow for the 10 year and 100 year event, and the calculated HGL for the 10 year and 100 year event. All Utilities shall be accurately shown and labeled with appropriate Utility ID number. All clearances between storm drains and Utilities shall be clearly labeled.

ii. Provide profiles for all proposed cross drains or existing cross drains Approved for reuse. Include the label ID from plan view sheets, station and offset, invert elevations, slopes, sizes, material, existing and proposed finished grade lines, the drainage area of contributing basin, the design flow for the 10 year and 100 year event, the calculated hydraulic grade line (HGL) for the 10 year and 100 year event, and headwater elevation. All Utilities shall be accurately shown and labeled with appropriate Utility ID number. All clearances between cross drains and Utilities shall be clearly labeled.

iii. Provide profiles for all underdrains. Include the label ID from plan view sheets, station and offset, invert elevations, slopes, sizes, material, and existing and proposed finished grade lines. All Utilities shall be accurately shown and labeled with appropriate Utility ID number. Underdrain profiles may be combined with storm drain and cross drain profiles where applicable.

iv. All Utilities shall be accurately shown and labeled with appropriate Utility ID number.

11.6.6 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>
<thead>
<tr>
<th>Deliverable</th>
<th>Information, Acceptance or Approval</th>
<th>Schedule</th>
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<tbody>
<tr>
<td>i. Final Drainage Report</td>
<td>Acceptance</td>
<td>Prior to Substantial Completion</td>
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<td>ii. Final Water Quality Report</td>
<td>Acceptance</td>
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<tr>
<td>iii. Interim Drainage Reports</td>
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<td>Concurrent with Final (100% Level) Plan Package and RFC Documents</td>
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<tr>
<td>iv. Interim Water Quality Reports</td>
<td>Acceptance</td>
<td>Concurrent with Final (100% Level) Plan Package and RFC Documents</td>
</tr>
<tr>
<td>v. Master Drainage Report</td>
<td>Acceptance</td>
<td>Concurrent with Preliminary (30% Level) Plan Package</td>
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<tr>
<td>vi. Master Water Quality Report</td>
<td>Acceptance</td>
<td>Concurrent with Preliminary (30% Level) Plan Package</td>
</tr>
<tr>
<td>vii. Pond Certification Letter</td>
<td>Acceptance</td>
<td>Prior to Final Acceptance</td>
</tr>
</tbody>
</table>
### Deliverable | Information, Acceptance or Approval | Schedule
--- | --- | ---
viii. Temporary Drainage Plans | Acceptance | Concurrent with Temporary Traffic Control Plan (TCP)
ix. Pipe Abandonment Locations | Approval | Prior to Abandonment
x. Pipe Reuse Locations | Approval | If necessary, prior to RFC Documents
xi. CLOMR | Acceptance | If necessary, prior to RFC Documents
xii. LOMR | Acceptance | Prior to Substantial Completion
xiii. SWMP | Acceptance | Prior to RFC Documents
xiv. SWMP Site Map Updates | Acceptance | Monthly during the Construction Period
xv. Sampling Schedule for pipe selection | Information | 30 Calendar Days after issuance of NTP 1
xvi. Micro tunneling and/or pipe jacking materials means and methods of installation | Acceptance | Prior to RFC Documents
xvii. Pipe connections to manholes with material other than concrete | Information | Prior to RFC Documents
xviii. Groundwater Elevation Plans | Information | Concurrent with Preliminary (30% Level) Plan Package
xix. Information required for the statewide notification compliance portal | Acceptance | Prior to Final Acceptance
Section 12
Roadways

Section 12 to be released with Addendum #1.
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 as shown on in the plans provided in the Reference Documents.

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;
iii. Existing geotechnical, environmental and groundwater surveys;
iv. Proposed roadway and drainage design information for Bettie Cram Drive west of the 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 related to securing permanent land rights, Public Utilities Commission, and construction related permit approvals to construct the underpass.

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 the design and construction of the existing improvements is 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 – “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” needs verification roadway 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 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 roadway entire roadway.

13.4.3 Bicycle & Pedestrian Facilities

The underpass shall accommodate a cycletrack and accommodate high volumes of pedestrians based upon 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

a. Construction of the underpass and associated roadway requires coordination and permitting with the RTD, Burlington Northern and Santa Fe Railroad (BNSF), and Denver Rock Island Railroad (DRIR) and all work associated with, and arising from, this process.
b. Developer shall provide all necessary technical and legal support to provide applications, permits, and easements related to securing temporary and permanent land rights, and construction related permit approvals to construct and operate the underpass. Any agreement obtained by the Developer shall be approved by the City prior to execution.

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 Rail Line, to Phase 1 & 2.
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.

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.
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.

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.
Section 15
Railroads

Section 15 to be released with Addendum #1.
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 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.

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>
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<th>Submittals</th>
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<td>Approval</td>
<td>Prior to Signage Construction/Installation</td>
</tr>
<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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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.
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 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 programing 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:

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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</td>
<td>As outlined in Section 14.</td>
</tr>
<tr>
<td>pedestrian bridge</td>
<td></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>
</tbody>
</table>
Facility | Description
--- | ---
vi. Globeville Landing Shared-Use Path | 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.

- 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 REQUIREMENTS
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.

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 1.

<table>
<thead>
<tr>
<th></th>
<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>Low-Sloped Roofs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slope less than 2:12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Slope roofs</td>
<td>0.70</td>
<td>0.55</td>
<td>78</td>
<td>64</td>
</tr>
<tr>
<td>(except materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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>
</tbody>
</table>
Low Slope concrete pavers or a concrete surface or stone roofs | 0.20 | not available | not available | not available
Character defining roof | See Section 3.04(a) | See Section 3.04(a) | See Section 3.04(a) | See Section 3.04(a)

Steep-Sloped Roofs
Slope 2:12 or steeper
Steep Slope roofs (except materials specified below) | 0.25 | 0.15 | 39 | 32
Character defining roof | Required | not available | not available | not available

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 with Addendum #1.
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)
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
e. 5 CCR 1001-23 Regulation No. 19 The Control of Lead Hazards
f. 5 CCR 1001-5 Regulation No. 3 Stationary Source Permitting and Air Pollutant Emission Notice Requirements
Project Agreement  
Schedule 15A, D&C Standards

g. 5 CCR 1002-61 Colorado Discharge Permit System  
h. 5 CCR 1002-65 Regulation Controlling Discharge to Storm Sewers  
i. 6 CCR 1007-2, Part 1 Solid Waste Disposal Sites and Facilities  
j. 6 CCR 1007-2, Part 1, Section 5 Asbestos Waste Management  
k. 6 CCR 1007-2, Part 1, Section 5.5 Management of Regulated Asbestos-Contaminated Soil  
l. 6 CCR 1007-2, Section 5.5 Management of Regulated Asbestos Contaminated Soil (RACS)  
m. 6 CCR 1007-3 Hazardous Waste  
n. 6 CCR 1007-3, Part 273 Hazardous Waste- Standards for Universal Waste Management  
o. 6 CCR 1007-3, Part 279 Hazardous Waste- Standards for the Management of Used Oil  
p. 7 CCR 1101-14 Underground storage Tanks and Aboveground Storage Tanks  
q. 7 CCR 1101-15 Liquefied Petroleum Gas Regulations  
r. 8 CCR 1206 Noxious Weed Management  
s. 8 CCR 1504-5 State Register of Historic Places, Rules and Procedures  
t. 8 CCR 1504-7 Historical, Prehistorical, and Archaeological Resources Regulations  
u. 8 CCR 1507-25 Releases along Highways  

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

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

City and County of Denver  
National Western Center Triangle Project  
December 11, 2019  
Schedule 15A - 3
d. AASHTO Guide for the Development of Bicycle Facilities

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
 Schedule 15B

O&M Standards

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 15B. In addition to the O&M Standards identified in this Schedule 15B, 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
Schedule 16
Facility Commissioning

Schedule 16 to be released with Addendum #1.
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 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 During Construction, 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 14.1 of Schedule 14; and

B. Phases 1 & 2 Areas with the corresponding applicable Handback date as identified in Section 5 of Schedule 14;

in accordance with the:
C. phasing plans;
D. scope of O&M Services in Table 17-2; and
E. applicable requirements in Section 3;

iii. provision of property management activities ("Light O&M Services") for the following pre-existing Facilities from the point of handover by the City to Developer for their demolition, until their eventual demolition in accordance with the phasing plans:
A. Coliseum;
B. Events Center; and
C. Hall of Education;

iv. provision of parking management services as appropriate, in the pre-existing parking lots including the Coliseum Parking Lots in accordance with Section 5.10 of Schedule 17 and Section 2.4.a of Schedule 14;

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;

vi. provision of snow and ice removal services in accordance with Section 5.9 and City ordinances in relevant areas for the duration of the D&C Period subject to the phasing plans, and to be agreed with the City; and

vii. maintenance of all temporary fencing on Site.

b. Developer shall be responsible for 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 2.4.4.

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 shall include the following activities:
   i. inspection, testing and maintenance of fire protection and life safety systems in accordance with Section 3.2.7;
   ii. inspection, testing and maintenance of mechanical and electrical systems within the Facilities to maintain the functionality, integrity and safety of existing systems;
   iii. routine and reactive waste collection and segregation services; and
   iv. inspection and maintenance of building envelope and structure to maintain the safety and integrity of the buildings.
1.3.2 D&C Period O&M Limits

a. Developer shall submit drawings for D&C Period O&M Limits to, and obtain acceptance thereof from, the City 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 14.1 of Schedule 14;

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 Section 5 of Schedule 14; 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

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<td>Triangle: 1909 Building</td>
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<td>Triangle: Fuller Drug Store (until it becomes part of the Private Development Area) and Cultural Buildings</td>
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<td>Triangle: undeveloped land owned by the City (until Takedown)</td>
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**City and County of Denver**

National Western Center Triangle Project

Schedule 17 - 4

December 11, 2019
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<tr>
<th>Facilities</th>
<th>Cross Reference (Schedule 17)</th>
<th>Triangle: New Arena</th>
<th>Triangle: Expo Hall</th>
<th>Triangle: 1909 Building</th>
<th>Triangle: undeveloped and owned by the City (until Takedown)</th>
<th>Triangle Common Areas</th>
<th>Triangle: RTD Transit Station</th>
<th>Pedestrian Bridge and Pedestrian Bridge Landing</th>
<th>Phase 1 &amp; 2: Livestock Center (incl. Arena and Hall)</th>
<th>Phase 1 &amp; 2: Stockyard Event Center (incl. Arena, Event Center, Barns / Paddocks / Warm-up)</th>
<th>Phase 1 &amp; 2: Stockyard Event Center (incl. Show Arena and Auction Hall)</th>
<th>Phase 1 &amp; 2: Parking Structure</th>
<th>Phase 1 &amp; 2: Common Areas</th>
<th>Phase 1 &amp; 2: Sheep Bridge</th>
<th>Phase 1 &amp; 2: Hoy Barn #3</th>
<th>Phase 1 &amp; 2: Mann Building</th>
<th>Phase 1 &amp; 2: Armor Administration Building</th>
<th>Phase 1 &amp; 2: CSU Buildings</th>
<th>Phase 1 &amp; 2: WSSA Legacy Building</th>
<th>Phase 1 &amp; 2: Riverfront (including water quality ponds)</th>
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<tr>
<td>O&amp;M Services</td>
<td>Roads, grounds and landscaping services</td>
<td>5.8 Public Street ROW, Triangle Common Areas and Phases 1 &amp; 2 Common Areas</td>
<td>Snow and ice removal services</td>
<td>5.9 Public Street ROW, Triangle Common Areas and Phases 1 &amp; 2 Common Areas</td>
<td>Parking management services</td>
<td>5.10 Site excluding the Non-Developer Campus Area</td>
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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 12 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.

2.2 Maintenance Management Information System

2.2.1 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.

2.2.2 Building Management System

a. Developer shall utilize a 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 BMS shall control building environmental conditions including temperature, humidity, CO₂, illumination, heating, cooling and air flow distribution.

c. 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 2.4.

d. 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.

e. 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.

2.3 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 13, 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 2.4.1.

2.4 O&M Reporting and Liaison

Developer shall produce, report, and manage the following reports for the City.

2.4.1 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 minimum the content and information set out in Annex 17-B.

### 2.4.2 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 minimum, the content and information set out in Annex 17-B.

### 2.4.3 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.

### 2.4.4 Other City-Required Reporting

a. The Developer shall provide all statistical data not otherwise specified in Annex 17-B and required for any City reports reasonable required by the City.

b. The Developer shall provide any ad-hoc report required by any Governmental Authority in respect of the failure of assets maintained by the Developer.

### 2.5 O&M Services Plans and Manuals

a. Unless specified otherwise in this Section 2.4.4, 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.

### 2.5.2 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 2.4; and
   vii. any other information that is necessary for the smooth mobilization of O&M Services.

2.5.3 O&M Management Plans

a. Developer shall prepare an O&M Management Plan for the D&C Period that is consistent with its O&M Services obligations during the D&C Period, and that defines the processes and procedures for complying with these obligations.
b. Developer shall prepare an O&M Management Plan for the O&M Period that is consistent with its O&M Services obligations during the O&M Period, and that defines the processes and procedures for complying with these obligations.
c. The O&M Management Plans shall be detailed and comprehensive, describing how the Developer will deliver the O&M Services in accordance with this Schedule 17.
d. The O&M Management Plans shall include, at a minimum, the following elements in respect of the performance of O&M Services:
Project Agreement
Schedule 17, Operations and Maintenance

i. a complete organizational chart and staffing plan that shows the personnel required to perform the O&M Services and the corresponding management structure and contact list;

ii. personnel qualifications for each position, required training, anticipated work hours, and work locations;

iii. drawings, pursuant to Section 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;

iv. procedure for communications and coordination with the City for scheduling repairs and closures for maintenance, including minimum time period of notification to the City on scheduled repairs or closures;

v. procedure for coordination of activities with other entities having interests within and adjacent to the Project;

vi. an O&M Policies and Procedures Manual, as described in Section 2.5.3e, for all O&M Services to meet the Project Standards in compliance with applicable Laws and City requirements, including but not limited to the services listed in Table 17-1, as may be applicable during the D&C Period and the O&M Period;

vii. 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;

viii. 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;

ix. for the O&M Period O&M Management Plan:
   A. description of the Developer’s Maintenance Management Information System and its functionalities;
   B. 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 as described in Section 2.2;
   C. procedure for tracking O&M Defects, performance compliance and corrections (repairs, renewal, replacements);
   D. maintenance and service manuals including detailed technical and servicing descriptions for all Elements and all O&M Services as well as software and equipment that is required. The manual shall include schedules, testing and diagnostic procedures, trouble-shooting techniques, corrective measures, both temporary and permanent, the location and availability of support services. O&M Services that, due to the nature of work, would have a negative impact on the Facilities’ activities shall be scheduled outside of core operating hours;
E. 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;

F. 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

x. all plans and manuals required in this Schedule 17 but not otherwise described in this Section 2.5.

e. 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

x. quality monitoring and audit points.

2.5.4 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 21;
   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 five-year Renewal Work schedule to be updated annually and in a format to be approved by the City.

2.5.5 O&M Safety Plans


b. The Developer shall prepare and submit an O&M Safety Plan for the O&M Period that demonstrates compliance with all State, Federal, and local Law, codes and regulations for the protection of personnel and users during the performance of O&M Services performed during the O&M Period.

c. 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.

2.5.6 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.
2.5.7 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. EVENTS O&M SERVICES

3.1.1 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.
### 3.1.2 O&M Services during Non-Developer Events

In addition to the O&M Services indicated in Table 17-1, Developer shall provide O&M Services detailed in Table 17-2 for Non-Developer Events as required for the types of events set out in Table 17-2.

Table 17-2: Non-Developer Event O&M Services:

<table>
<thead>
<tr>
<th>Additional O&amp;M Services provided for the Non-Developer Event</th>
<th>Description of Service</th>
<th>Small (1-150)</th>
<th>Medium (151-750)</th>
<th>Large Single Venue (751-9,500)</th>
<th>Large Multi-Venue (&gt; 2,500)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Point of contact</td>
<td>The sales manager for the booking agreement with the Event Holder for the Non-Developer Event.</td>
<td></td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Event manager (for load in, load out and Event days)</td>
<td>The person assigned by the Developer to oversee the running of the Non-Developer Event for the Event Holder.</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Event venue supervisors</td>
<td>The individual who oversees the events for the Event Holder in conjunction with Event Manager for larger events. The venue supervisors will be responsible for specific venues, and will make sure the event organizer has what they need for the venue, not the event as a whole.</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Event services staff</td>
<td>Staff who coordinate the utility needs (electrical, engineering, telecommunications) of the Event Holder including heating, ventilation, air conditioning, lighting, power, and</td>
<td>● (if needed)</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>
## Additional Developer O&M Services provided for the Non-Developer Event

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Small (1-150)</th>
<th>Medium (151-750)</th>
<th>Large Single Venue (751-9,500)</th>
<th>Large Multi-Venue (&gt; 2,500)</th>
</tr>
</thead>
<tbody>
<tr>
<td>data networking services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event concessions</td>
<td></td>
<td>● (if needed)</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Event security</td>
<td>See Section 5.5.9</td>
<td>● (if needed)</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Event custodial and housekeeping (including during and after the event)</td>
<td></td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Staff providing cleaning and janitorial services in restrooms, lobbies, corridors and other public areas. They will monitor meeting rooms/areas and refresh the spaces as required.</td>
<td></td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Event dirt maintenance</td>
<td></td>
<td>● (if needed)</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>The raking with appropriate machinery and equipment, treatment, removal and change over of dirt within the relevant Facility and for the relevant animal Event in accordance with the requirements defined by the Event Operator.</td>
<td></td>
<td>● (if needed)</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Event animal welfare</td>
<td></td>
<td>● (if needed)</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>The maintenance and cleaning of animal pens and barns and the removal and disposal of animal waste</td>
<td></td>
<td>● (if needed)</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Event stagehands</td>
<td></td>
<td>● (if needed)</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Staff providing building services, including set tables, chairs, risers and other equipment.</td>
<td></td>
<td>● (if needed)</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>
### Additional Developer O&M Services provided for the Non-Developer Event

<table>
<thead>
<tr>
<th>Non-Developer Event Classification (# attendees)</th>
<th>Description of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small (1-150)</td>
<td>handling of partitioning walls and changeover requirements. Also provide technical</td>
</tr>
<tr>
<td></td>
<td>services, including staging, house lighting and audio-visual. Also review rigging</td>
</tr>
<tr>
<td></td>
<td>plans, operate house lifts/forklifts, accommodate minor material handling.</td>
</tr>
<tr>
<td>Medium (151-750)</td>
<td></td>
</tr>
<tr>
<td>Large Single Venue (751-9,500)</td>
<td></td>
</tr>
<tr>
<td>Large Multi-Venue (&gt; 2,500)</td>
<td></td>
</tr>
</tbody>
</table>

- **Event ticketing**: Activities to facilitate ticket sales pursuant to this Schedule.
  - (if needed)  •
  - (if needed)  •  ●

- **Event ushers**: Staff providing on-site guest welcoming and wayfinding services.
  - (if needed)  •  ●
  - (if needed)  ●  ●

- **Event parking attendants**: Staff providing parking services
  - (if needed)  •
  - (if needed)  ●  ●

- **Onsite private EMS personnel support**: EMS qualified personnel
  - (if needed)  •  ●
  - (if needed)  ●  ●

- **Onsite off-duty police officer support**: Off-duty police on site
  - (if needed)  •
  - (if needed)  •  ●

- **Fire protection support and oversight**: Staff subject to the International Fire Code in effect by Fire Prevention Bureau
  - (if needed)  •
  - (if needed)  ●  ●

---

b. 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.

c. 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.

3.1.3 Coordination of interface for O&M Services within the 1909 Building

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:

a. clarification on O&M Services that Developer will provide and its obligations with respect to those services;

b. a mechanism for tenants to report issues with the building through the O&M Customer Service Center; and

c. 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.

3.1.4 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;

1 Note to Draft: From MOTT: To develop a mock lease for 1909 Building Operator and insert as a reference document.
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.

3.1.5 Events Coordination Committee

a. Developer and the City shall, within 30 Calendar Days after Financial Close, establish an Events Coordination Committee, which shall meet on a monthly basis during the D&C Period and the O&M Period at a minimum, or more frequently as required, at the City’s discretion, and especially during the periods leading up to Events.

b. The Events Coordination Committee shall assist the City and Developer by promoting cooperative and effective communication with respect to matters related to the performance of O&M Services during Events.

c. The Events Coordination Committee shall be responsible for receiving and reviewing all matters related to the O&M Services related to Events, including but not limited to:
   i. interface requirements between the City, the Developer and third parties;
   ii. use of the NWC Campus;
   iii. the performance of O&M Services prior to, during, and after Events; and
   iv. any other special matters related to the O&M Services.

d. The Events Coordination Committee shall consist, at a minimum, of representatives appointed by the City, representatives appointed by the Authority, WSSA, and representatives from the Developer. The members of the Events Coordination Committee shall have the authority to make decisions with respect to the performance of O&M Services during Events.

e. Members of the Events Coordination Committee may invite, on prior notice to all members, such third parties, advisors and consultants as they require from time to time to attend Events Coordination Committee meetings.
f. The chairperson of the Events Coordination Committee shall be a representative of the Developer.
g. The Developer shall develop and provide Events Coordination Committee meeting agendas to the City in accordance with Schedule 10.
h. Minutes of all meetings, recommendations and decisions of the Events Coordination Committee, shall be recorded by the Developer and circulated to the attendees in accordance with Schedule 10.
i. The members of the Events Coordination Committee may adopt such procedures and practices for the conduct of the activities of the Events Coordination Committee as they consider appropriate from time to time.

3.2 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;
   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 6 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

Developer shall:

a. maintain and renew all doors, gates, turnstiles and fences to ensure that they function as intended and with the required level of security;

b. maintain and renew all finishes on doors, gates, turnstiles and fences to retain a uniform, clean appearance, finishing quality and coloration; and

c. maintain and renew all door hardware, including locking mechanisms.

4.1.3 Windows, Glass and Glazing

Developer shall:
a. maintain and renew interior and exterior building glass components (including caulking) and complete building envelope to ensure a water/air-tight fit; and
b. perform all water and condensation related maintenance and repairs.

4.1.4 Interior and Exterior Finishes

Developer shall:

a. 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
b. 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, purple pipe, 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 Project 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 Project 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 Project 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;

tax. 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 Project 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 five 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 on to meet the requirements of this Schedule in all areas of the Facilities and Site. Developer shall produce,
and update regularly, 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 Response and Rectification Times set out in Schedule 6. 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  

xi. ensure that containers or carts used for transport of all waste streams are clean and free of odors.

4.2.3 Pest Control Services
a. Developer shall:
   i. 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 decreased bodies;  
   ii. notify the City immediately of any pest/vermin infestation;  
   iii. undertake all work in a safe manner with minimal risk in terms of safety, food hygiene and damage to the Facilities;  
   iv. provide safe, tamper resistant and efficient methods of catching, destroying and safely disposing of pests, adopting safe and human procedures in all instances;  
   v. 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;

vi. ensure that the use of any permitted chemicals, including pesticides, is strictly controlled and monitored; and

vii. 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 Project 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 2.5.3; and

e. Developer shall report the findings and follow-up actions of the Site inspections monthly in accordance with Section 2.4.2, 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, to facilitate a smooth running 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:
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 enquiries 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 and the O&M Services and the requirements of the Project Agreement, including the Project Standards and the Payment Mechanism;

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.

5.3 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 at
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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 wifi 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. [Map of wifi coverage requirements to be provided];
   iii. minimum network download speeds shall be [to be provided in a subsequent Addendum];
   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
Developer shall ensure that:
   a. all security staff have been vetted prior to commencement of employment in accordance with City requirements and hold appropriate licenses at all times; and
   b. all security staff present a professional image in uniforms approved by the City.

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

Developer shall undertake escort duties for:

a. collection and movement of cash around the Site;

b. protection of valuable items delivered / removed from the Site;

c. users of the Facilities to remote areas of the Site; and

d. 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

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:

a. 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;

b. during the Events, Developer shall ensure that all security Staff can be easily
identified by users of the Facilities;

c. during the Events, the Developer shall manage crowd and parking control; and

d. 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

In the event of an emergency event, Developer shall:

a. notify, coordinate and cooperate with external emergency services;

b. notify the City and the Event Operator in accordance with the emergency response escalation program required pursuant to Section 5.6.1.d.vi;

c. 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;

d. control and prevent unauthorized access to the scene during an emergency;

e. coordinate evacuations; and

f. 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

Developer shall:

a. ensure that at all times there are staff on the site that are suitably qualified;

b. 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

c. 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

Developer shall:

a. 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;

b. 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

c. 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

The Developer shall provide comprehensive parking management services in relation to the Site.

5.10.1 Traffic Management

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:

a. enforced removal of such obstructions;

b. dealing with customer complaints; and

c. 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 organizer, 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 maintain and renew the Facilities such that, at the end of Term the Facilities and Site are fully functional and capable of performing to the standards set out in the Project Standards.

b. The standards of replacement or refurbishment shall meet or exceed the standards and specifications required in the Project Standards. All replacements are to be new components that meet the most current technological standards available. Where Facilities Systems and equipment are no longer available, then they shall be replaced with elements of similar or equivalent form, substance and quality that meet or exceed the standards and specifications required in the Project Standards.

c. Developer shall keep up to date with the latest techniques and research in Renewal Work and adopt such innovation and research.

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 the end of each five-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 five-year period and the work planned for the upcoming five-year period in accordance with the O&M Management Plan, the Renewal Work Plan and the Project 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 five 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 remediation plan;

j. The Developer shall rectify any identified deficiencies for which it is responsible to the standards required by the Project Standards within a reasonable time period and as approved by the City.

6.3 Environmental Management Services

Developer shall:

a. 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;

b. 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

c. 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 the reason for such
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:

---

2 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.
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
   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

tax. Queuing requirements [ ].³

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;

³ Requirements to be included in a subsequent Addendum.
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.
## Annex 17-A: Minimum O&M Services standards

### 1. BUILDINGS AND EQUIPMENT

<table>
<thead>
<tr>
<th>Element</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 General</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>1.2 Building fabric, external</strong></td>
<td></td>
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<tr>
<td>Including:</td>
<td></td>
</tr>
<tr>
<td>- External walls, doors and roof access, screens, canopies, glazing and windows</td>
<td>a. Sound, secure and weatherproof where appropriate</td>
</tr>
<tr>
<td>- Roof</td>
<td>b. Free from damp penetration or spalling</td>
</tr>
<tr>
<td>- Fire escapes</td>
<td>c. Claddings, copings and parapets, soffits/fascia are structurally sound and secure</td>
</tr>
<tr>
<td>- Walkways</td>
<td>d. Free from pests</td>
</tr>
<tr>
<td>- Safety barriers</td>
<td>e. Free from debris and moss growth</td>
</tr>
<tr>
<td>- Balconies</td>
<td>f. Substantially free from bird droppings</td>
</tr>
<tr>
<td>- Eaves, soffits, fascia</td>
<td>g. Substantially free from unsightly stains and blemishes,</td>
</tr>
<tr>
<td>- Rendering</td>
<td>h. Exterior glazed curtain wall system is maintained clean and free of dill, dust, and water spots</td>
</tr>
<tr>
<td>- Chimney / flues</td>
<td>i. Roof is watertight and maintained in accordance with manufacturer's recommendations</td>
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<tr>
<td>- Loading docks</td>
<td>j. Free from vandalism</td>
</tr>
<tr>
<td>- Solar panels</td>
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<tr>
<td><strong>1.3 Building fabric, internal</strong></td>
<td></td>
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<tr>
<td>Including:</td>
<td></td>
</tr>
<tr>
<td>- Internal walls</td>
<td>a. Free from structural cracks and/or deflection</td>
</tr>
<tr>
<td>- Doors, glazing, screens, cabinetry</td>
<td>b. Free from damp</td>
</tr>
<tr>
<td>- Partitions</td>
<td>c. Free from vermin / pests</td>
</tr>
<tr>
<td>- Ceilings</td>
<td>d. Free from undue damage and of reasonable appearance for location</td>
</tr>
<tr>
<td>- Floors</td>
<td>e. Free from hazardous materials</td>
</tr>
<tr>
<td></td>
<td>f. Free from volatile off-gassing</td>
</tr>
<tr>
<td></td>
<td>g. Substantially free from unsightly stains and blemishes</td>
</tr>
<tr>
<td></td>
<td>h. Free from vandalism</td>
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</table>
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Standard</th>
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</thead>
<tbody>
<tr>
<td><strong>1.4 Internal Fixture and Fittings</strong>&lt;br&gt;Including:&lt;br&gt;• Doors (external, internal and fire)&lt;br&gt;• Glazing, screens, cabinetry&lt;br&gt;• Windows and sills&lt;br&gt;• Hatches&lt;br&gt;• Vents&lt;br&gt;• Shelving&lt;br&gt;• Cupboards&lt;br&gt;• Railings&lt;br&gt;• Racking&lt;br&gt;• Notice boards&lt;br&gt;• Mirrors&lt;br&gt;• Balustrades&lt;br&gt;• Motorized and non-motorized blinds</td>
<td>a. Operate as intended, in a safe way&lt;br&gt;b. Free from all but minor surface blemishes and wear and tear&lt;br&gt;c. Free from corrosion and rust&lt;br&gt;d. Signs, notices, warning signs where appropriate are intact, legible and illuminated where appropriate.</td>
</tr>
<tr>
<td><strong>1.5 Floor and Floor Coverings</strong></td>
<td>a. The floor coverings are complete, in accordance with the Project Standards&lt;br&gt;b. The floor coverings are fully fixed to the floor so as not to cause health &amp; safety hazard&lt;br&gt;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&lt;br&gt;d. The floor/floor coverings are maintained in such a way as to provide a suitable uniform surface, with minimal resistance, for wheelchairs&lt;br&gt;e. Allow adequate drainage where necessary</td>
</tr>
<tr>
<td><strong>1.6 Decorative Finishes</strong>&lt;br&gt;Including:&lt;br&gt;• Paintwork&lt;br&gt;• Fabric&lt;br&gt;• Special finishes applied to walls, ceilings, woodwork, metalwork, pipe work and other</td>
<td>a. Decorative finishes are complete, in accordance with the Project Standards&lt;br&gt;b. Free from all but minor surface blemishes or undue wear and tear&lt;br&gt;c. Free from cracks or any other surface degradation inconsistent with a building maintained in accordance with Good Industry Practice</td>
</tr>
</tbody>
</table>
# 2. BUILDING SYSTEMS

## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Standard</th>
</tr>
</thead>
<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>
</tr>
</tbody>
</table>
| **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)** | 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 |
| **2.4 High Voltage Distribution 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 |
<table>
<thead>
<tr>
<th>Element</th>
<th>Standard</th>
</tr>
</thead>
</table>
| • Outdoor substations  
• Ground grid and grounding 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 |
| 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 |
| 2.6 HVAC Systems | 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  
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 Project 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 |
## MINIMUM O&M SERVICE STANDARDS

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<tr>
<th>Element</th>
<th>Standard</th>
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<tbody>
<tr>
<td>and decontamination tanks</td>
<td></td>
</tr>
<tr>
<td><strong>2.9 Fire Management Systems</strong></td>
<td>a. Firefighting equipment such as fire extinguishers, fire hoses, and fire cabinets are maintained in accordance with all relevant codes and standards</td>
</tr>
<tr>
<td><strong>2.10 Communications Systems</strong></td>
<td>a. Placeholder</td>
</tr>
<tr>
<td>Including:</td>
<td></td>
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<tr>
<td>• All infrastructure cabling, including telecommunications and data cabling</td>
<td></td>
</tr>
<tr>
<td>• Public address system</td>
<td></td>
</tr>
<tr>
<td><strong>2.11 Electrical Systems</strong></td>
<td>a. Weatherproof where appropriate</td>
</tr>
<tr>
<td>Including:</td>
<td>b. No undue noise or vibration</td>
</tr>
<tr>
<td>• IT/data</td>
<td>c. Wiring, fittings, fixtures, controls and safety devices are properly housed and fastened securely to their intended point of anchorage and labelled</td>
</tr>
<tr>
<td>• Lighting</td>
<td>d. All equipment and wiring systems properly supported and anchored to resist gravity and seismic forces in accordance with applicable building codes</td>
</tr>
<tr>
<td>• Communications</td>
<td>e. Lightning conductor is complete, isolated and comply with applicable Codes and Standards</td>
</tr>
<tr>
<td>• Safety</td>
<td>f. Light fixtures free of bugs, dirt and dust</td>
</tr>
<tr>
<td>• Security surveillance and alarm systems</td>
<td></td>
</tr>
<tr>
<td><strong>2.12 Information, communication, automation and technology Infrastructure</strong></td>
<td>a. Provide onsite spare and replacement parts for equipment to provide no less than 99.9% operational availability for the duration of the project.</td>
</tr>
<tr>
<td>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.</td>
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</tbody>
</table>

### 3. CLEANING QUALITY STANDARDS
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.1 General</strong></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 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 clear and free of dust, grit, marks and spots                                                                                                                                 |
| **3.4 Doors**            | a. Internal and external doorframes are free of dust, grit, lint, chewing gum, soil, film, fingerprints and cobwebs  
b. Doors and door frames are free of marks  
c. Door tracks and door jambs are free of grit and other debris  
d. Polished surfaces are of a uniform lustre                                                                                                                                 |
| **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                                                                                                                     |
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
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</thead>
<tbody>
<tr>
<td>c.</td>
<td>Inaccessible areas (edges, corners and around furniture) are free of dust, grit, lint and spots</td>
</tr>
<tr>
<td>d.</td>
<td>Carpets and entrance matting are of an even appearance without flattened pile. After dep cleaning, there is no shrinkage, color loss embrittlement of fibers.</td>
</tr>
<tr>
<td>e.</td>
<td>Carpets are vacuumed / cleaned</td>
</tr>
<tr>
<td>f.</td>
<td>Mats (dust control, snow) are free from ingrained dust or dirt and stains, including edges</td>
</tr>
<tr>
<td>g.</td>
<td>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)</td>
</tr>
</tbody>
</table>

### 3.7 Ducts, grills and vents

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>All ventilation outlets are kept unblocked and free of dust, grit, chewing gum, soil, film, cobweb, scuffs and other marks</td>
</tr>
<tr>
<td>b.</td>
<td>All ventilations outlets are kept clear and uncluttered following cleaning</td>
</tr>
</tbody>
</table>

### 3.8 Stairwells, fire escapes and fire control room

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Stairwells and fire control room to be kept free of dust, grit, litter, chewing gum, marks and spots, water and other liquids</td>
</tr>
</tbody>
</table>

### 3.9 Other – Animal Pens / Stalls

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<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>
</tbody>
</table>

### 3.10 Staff change rooms / lockers

<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, 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>
</tbody>
</table>

### 3.11 Plenary / Arena hall

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Doors and jambs to be kept free of dust, grit, lint and marks and spots</td>
</tr>
</tbody>
</table>

City and County of Denver
National Western Center Triangle Project

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Schedule 17 - 54
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Seating and furniture to be kept free of stains, marks and spots, garbage, dust, lint, chewing gum and tears</td>
<td></td>
</tr>
<tr>
<td>c. Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum</td>
<td></td>
</tr>
<tr>
<td>d. Bench top surfaces to be kept free of dust, marks and spots and scratches</td>
<td></td>
</tr>
<tr>
<td>e. Walls to be free of stains, spots and marks, scuffs and other marks</td>
<td></td>
</tr>
<tr>
<td>f. Room to be free of unpleasant odors</td>
<td></td>
</tr>
<tr>
<td>g. Carpets to be vacuumed / cleaned</td>
<td></td>
</tr>
</tbody>
</table>

### 3.12 Administration and Meeting Rooms

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Window ledges and blinds to be kept free of dust, grit, lint and any other marks and spots</td>
<td></td>
</tr>
<tr>
<td>b. Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum</td>
<td></td>
</tr>
<tr>
<td>c. Walls to be free of stains, spots and marks, scuffs and any other marks</td>
<td></td>
</tr>
<tr>
<td>d. Furniture to be kept free of stains, marks and spots, dust, lint, chewing gum and tears</td>
<td></td>
</tr>
<tr>
<td>e. Doors and jambs to be kept free of dust, grit, lint and marks and spots</td>
<td></td>
</tr>
<tr>
<td>f. Hall (and any associated rooms) to be free of unpleasant odors</td>
<td></td>
</tr>
<tr>
<td>g. Carpets to be vacuumed / cleaned</td>
<td></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. Change rooms to be free of unpleasant odors</td>
<td></td>
</tr>
<tr>
<td>b. Area to be kept free of dust, grit, litter, chewing gum, marks and spots, water and other liquids</td>
<td></td>
</tr>
<tr>
<td>c. Garbage bins to be kept free of stains, marks, odors, dust, litter, chewing gum</td>
<td></td>
</tr>
<tr>
<td>d. Glass surfaces to be free of all marks, spots, smudges and stains</td>
<td></td>
</tr>
<tr>
<td>e. Stainless steel fittings / tap ware to be kept free of all marks, spots and stains</td>
<td></td>
</tr>
<tr>
<td>f. Showers and sinks to be free from marks and spots and hygienically cleaned</td>
<td></td>
</tr>
<tr>
<td>g. 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>
<td></td>
</tr>
</tbody>
</table>

### 3.14 Escalators

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Escalator side panels, hand rails and ledges to be free of dust, lint, grit and any spots and marks.</td>
<td></td>
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</tbody>
</table>
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
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</thead>
<tbody>
<tr>
<td>b.</td>
<td>Escalator treads and risers to be clear of litter, grit, lint, dust and dirt.</td>
</tr>
<tr>
<td><strong>3.15 Public areas / lobbies</strong></td>
<td>a. Window ledges and blinds to be kept free of dust, grit, lint and any other marks and spots</td>
</tr>
<tr>
<td></td>
<td>b. Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum</td>
</tr>
<tr>
<td></td>
<td>c. Walls to be free of stains, spots and marks, scuffs and any other marks</td>
</tr>
<tr>
<td></td>
<td>d. Furniture to be kept free of stains, marks and spots, dust, lint, chewing gum and tears</td>
</tr>
<tr>
<td></td>
<td>e. Doors and jambs to be kept free of dust, grit, lint and marks and spots</td>
</tr>
<tr>
<td></td>
<td>f. Rooms to be free of unpleasant odors</td>
</tr>
<tr>
<td></td>
<td>g. Carpets to be vacuumed / cleaned</td>
</tr>
<tr>
<td></td>
<td>h. Glass surfaces to be kept free of streaks, fingerprints, marks and spots, dust and lint</td>
</tr>
<tr>
<td><strong>3.16 Kitchenettes and kitchen areas</strong></td>
<td>a. Stainless steel sinks to be kept clean and free of stains and marks</td>
</tr>
<tr>
<td></td>
<td>b. Drains to be kept free of unpleasant odors</td>
</tr>
<tr>
<td></td>
<td>c. Cabinet tops to be kept free of dust, lint, stains, spots and marks</td>
</tr>
<tr>
<td></td>
<td>d. Cupboards to be free of scuff marks, stains, spots and marks, lint and dust</td>
</tr>
<tr>
<td></td>
<td>e. Garbage bins to be kept free of stains, marks, odor, dust, litter, chewing gum</td>
</tr>
<tr>
<td></td>
<td>f. Walls to be free of stains, spots and marks, scuffs and any other marks</td>
</tr>
<tr>
<td><strong>3.17 Electrical Fixture and appliances</strong></td>
<td>a. Electrical fixtures and appliances are free of grease, dirt, dust, deposits, encrustations, marks, marks, stains and cobwebs.</td>
</tr>
<tr>
<td></td>
<td>b. Electrical fixtures and appliances are kept free from signs of use or non-use.</td>
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<tr>
<td></td>
<td>c. Hygiene standards are satisfied where the fixture or appliance is used in food preparation.</td>
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<tr>
<td></td>
<td>d. Motor vents, etc., are clean and free of dust and lint.</td>
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<tr>
<td></td>
<td>e. Drinking fountains are clean and free of stains, mineral build up and litter.</td>
</tr>
<tr>
<td></td>
<td>f. Insect killing devices are free of dead insects, and are clean and functional.</td>
</tr>
<tr>
<td>Element</td>
<td>Requirement</td>
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<tr>
<td>-----------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| **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.  
   j. All garbage bins or containers are clean inside and out, free of stains and mechanically intact.  
   k. All waste is removed in accordance with the requirements of this Schedule.  
   l. Fire extinguishers and fire alarms are free of dust, grit, dirt and cobwebs, and mechanically intact.  
   m. All decorative plants are free of dust and debris. |
| **3.19 Toilets and Bathroom Fixtures** | a. All sinks are cleaned with suitable anti-bacterial cleanser.  
   b. All toilet bowls, lids, seats and cisterns are sanitized.  
   c. Porcelain, cubicle rails and plastic surfaces are free from smudges, smears, body fluids, soap build up and mineral deposits.  
   d. Metal surfaces, shower screens and mirrors are free from streaks, soil, smudges, soap build-up and oxide deposits.  
   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.  
   f. Shower curtains and bath mats are free from stains, smudges, smears, odors, mold and body fluids.  
   g. Plumbing fixtures are free of smudges, dust, soap build-up and mineral deposits.  
   h. Bathroom fixtures are free from unpleasant or distasteful odors. |
## MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
</table>
|         | i. Polished surfaces are of a uniform lustre  
         | j. Sanitary disposal units are clean and functional.  
         | k. Consumable items are in sufficient supply.  
         | l. All waste is removed in accordance with the requirements of this Schedule.  |
| 3.20 Ticketing Equipment | a. All surfaces, fittings and fittings are cleaned and sanitized with suitable disinfectant  
                          | b. Area is free from litter, surfaces, fixtures and fittings are clean, disinfected and free from marks and stains.  |
| 3.21 Overall appearance (all internal areas) | a. The area appears tidy and uncluttered  
                          | b. Floor space is clear, only occupied by furniture and fittings designed to sit on the floor.  
                          | c. Furniture is maintained is a fashion which allows for cleaning.  
                          | d. Fire access and exit doors are left clear and unhindered.  |
| 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  |
### MINIMUM O&M SERVICE STANDARDS

<table>
<thead>
<tr>
<th>Element</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>h.</td>
<td>Parking lot bays are to be kept substantially free of litter, dust, grit, water, oil stains</td>
</tr>
<tr>
<td>i.</td>
<td>Pedestrian walkways to be kept free of litter, dust, grit water and other liquids</td>
</tr>
<tr>
<td>j.</td>
<td>For visitors to the 1909 Building, provide within the NWC Campus [100] parking spaces with a 2 hour validation</td>
</tr>
</tbody>
</table>

### 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| a. Sound safe and even surfaces  
b. Substantially free from standing water, ice, snow  
c. Substantially free from fallen leaves, moss algae or interstitial weeds  
d. Free from fallen trees  
e. Substantially free from litter (including cigarette butts and chewing gum)  
f. Curbs and edgings are sound  
g. No loose curbs or paving stones  
h. Provides for good disabled access such as the visually impaired and wheelchair users  
i. Free from undue wear and tear |
| 4.3 Soft Landscaped Areas| a. Free from fallen trees  
b. Substantially free from litter (including cigarette butts and chewing gum)  
c. Substantially free from disease and infestation  
d. Substantially free from fallen leaves, weeds, excrement  
e. All trees, shrubs and hedges shall be:  
f. Trimmed, pruned and cut to maintain healthy growth  
g. Substantially free from dead or dying branches  
h. All grassed areas shall be: |
<table>
<thead>
<tr>
<th>Schedule 17, Operations and Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Agreement</strong></td>
</tr>
</tbody>
</table>

### Of uniform appearance with no dead patches and all edges neatly trimmed

### A uniform length between 25 and 50 mm, unless specifically authorized by the City

### All flower beds shall be:

### 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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Sound, secure, safe and free from damage</td>
</tr>
<tr>
<td>b.</td>
<td>Operating at their design performance where applicable</td>
</tr>
<tr>
<td>c.</td>
<td>Substantially free from moss algae and/or interstitial weeds</td>
</tr>
<tr>
<td>d.</td>
<td>Ashtrays to be less than 25% full and free from spots, marks and any other stains</td>
</tr>
<tr>
<td>e.</td>
<td>Luminaries and light sources function as intended and achieve the required levels of illumination</td>
</tr>
<tr>
<td>f.</td>
<td>Garbage bins to be less than 75% full and free of stains, marks, odor, dust, litter, chewing gum</td>
</tr>
<tr>
<td>g.</td>
<td>Free from undue wear and tear</td>
</tr>
<tr>
<td>h.</td>
<td>Substantially free of dust, grit, dirt, chewing gum, leaves, cobwebs, rubbish, graffiti, cigarette butts and bird or animal excreta</td>
</tr>
<tr>
<td>i.</td>
<td>Handrails are clean and free of stains</td>
</tr>
</tbody>
</table>

#### 4.5 Boundaries

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Intact safe, sound and secure</td>
</tr>
<tr>
<td>b.</td>
<td>Locks are operational</td>
</tr>
<tr>
<td>c.</td>
<td>Free from undue wear and tear</td>
</tr>
<tr>
<td>d.</td>
<td>Free from graffiti, damage or vandalism</td>
</tr>
</tbody>
</table>

#### 4.6 All external wayfinding, signage

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Secure and sound</td>
</tr>
<tr>
<td>b.</td>
<td>Does not obscure the sight lines of drivers, cyclists and pedestrians at junctions, and hinder the visibility of drivers, cyclists and pedestrians</td>
</tr>
<tr>
<td>c.</td>
<td>Be in appropriate locations</td>
</tr>
<tr>
<td>d.</td>
<td>Highly visible, both day and night</td>
</tr>
<tr>
<td>e.</td>
<td>Replacement of elements for luminaries and light sources</td>
</tr>
<tr>
<td>f.</td>
<td>Free from graffiti, damage or vandalism</td>
</tr>
<tr>
<td>g.</td>
<td>Free from undue wear and tear</td>
</tr>
</tbody>
</table>

#### 4.7 Gutters and Drains

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Swept</td>
</tr>
<tr>
<td>b.</td>
<td>Substantially free from litter, leaves, weeds and extraneous material</td>
</tr>
<tr>
<td>c.</td>
<td>Free from undue wear and tear</td>
</tr>
</tbody>
</table>
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 routes and
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>MINIMUM O&amp;M SERVICE STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
</tr>
<tr>
<td>5.1 Concessions</td>
</tr>
<tr>
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<tr>
<td>5.2 Customer Services Center</td>
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<td></td>
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<tr>
<td>5.3 Security Services</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Service</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>related events in the Policies and Procedures Manual for Security Management Services, as follows:</td>
</tr>
<tr>
<td></td>
<td>b. Answering all calls in less than 60 seconds;</td>
</tr>
<tr>
<td></td>
<td>c. Where required, physically attending non-emergency security-related events within 15 minutes of notification to the Security Control Center; and</td>
</tr>
<tr>
<td></td>
<td>d. Where required, physically attending emergency security-related events within 5 minutes of notification to the Security Control Center.</td>
</tr>
</tbody>
</table>
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>Monthly O&amp;M Report</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section</strong></td>
</tr>
<tr>
<td>1.1 Executive Summary</td>
</tr>
<tr>
<td>1.2 General Management</td>
</tr>
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</table>
### Monthly O&M Report

<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
</tr>
</thead>
</table>
| **1.3 Planned O&M Services and Renewal Work undertaken** | a. A summary of all life safety actions and statutory testing, such as fire extinguisher inspections, generator testing and sprinkler testing conducted during the calendar month;  
   b. A summary of all Planned Maintenance and Renewal Work, statutory testing and planned shutdowns implemented during the calendar month;  
   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  
   d. A summary of other O&M Services implemented during the calendar month. |
| **1.4 Asset Performance and Reactive O&M Services** | a. Asset performance, including:  
   i. BMS trend analysis data over a 12-month rolling period;  
   ii. Details of breakdowns, repairs and planned actions for reinstatement where applicable; and  
   iii. Details of defects identified on the site.  
   b. Summary of the O&M Services performed during the calendar month beyond the Planned Maintenance activities for that month; and  
   c. Any environmental impacts or non-compliances, pursuant to Section 6.3. |
| **1.5 Non-Compliances and Financial Summary** | 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;  
   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  
   c. A summary and calculations of all adjustments to the relevant Availability Payment. |
| **1.6 Forward Look: Planned O&M Services and Renewal Work** | a. Details of all assets requiring Renewal Work within the next 3 months, including as a minimum:  
   i. Location of the Renewal Work to be undertaken;  
   ii. Identification of activities which are anticipated to cause disruption to the Site and / or the Facilities Users; |
### Monthly O&M Report

<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
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</thead>
<tbody>
<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>
<tr>
<td>1.7 Events</td>
<td>a. A summary of Events that took place during the calendar month, including details on challenges related to O&amp;M Services during these Events, actions undertaken and future mitigation measures to prevent their re-occurrence; and</td>
</tr>
<tr>
<td></td>
<td>b. An updated Annual Event Plan in accordance with Section 2.5.6d.i for Events scheduled in the following 12 calendar months, including, but not limited to:</td>
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<td></td>
<td>c. A unique Event number for each Event;</td>
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<td></td>
<td>d. A description of the nature of that Event;</td>
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<tr>
<td></td>
<td>e. An Event registry, identifying the organizations involved and relevant contact details;</td>
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<tr>
<td></td>
<td>f. 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</td>
</tr>
<tr>
<td></td>
<td>g. 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.</td>
</tr>
<tr>
<td>1.8 Facilities Users Satisfaction</td>
<td>a. Results and follow-up actions of Satisfaction Surveys, including the following:</td>
</tr>
<tr>
<td></td>
<td>b. Satisfaction surveys’ results;</td>
</tr>
<tr>
<td></td>
<td>c. Analysis of the satisfaction surveys’ results;</td>
</tr>
<tr>
<td></td>
<td>d. An action plan addressing any areas where the scores are:</td>
</tr>
<tr>
<td></td>
<td>e. Below 80% satisfaction; or</td>
</tr>
<tr>
<td></td>
<td>f. Of specific concern to the City.</td>
</tr>
<tr>
<td></td>
<td>g. Summary of the implementation of the action plan.</td>
</tr>
</tbody>
</table>
1.9 Other City-Required Reporting

- All statistical data not otherwise specified above, and required for any City reports reasonable required by the City, including but not limited to:
  - Statistics associated with the Parking Management Services, pursuant to Section 5.10.3e; and
  - Any ad-hoc report required by any governmental authority in respect of the failure of assets maintained by the Developer

2. 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 Executive Summary</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>
<tr>
<td>2.2 Site Inspection context</td>
<td>a. Details of when and how the Site Inspection was undertaken, including the areas of the Site inspected, maintenance records reviewed.</td>
</tr>
<tr>
<td></td>
<td>b. Key findings of the Site Inspection</td>
</tr>
<tr>
<td></td>
<td>c. Findings of the Site Inspections, including a summary of issues and O&amp;M Defects identified and their status.</td>
</tr>
<tr>
<td>2.3 Remediation Plans</td>
<td>a. Follow-up actions identified, including reactive maintenance or housekeeping activities, including schedule for implementation;</td>
</tr>
<tr>
<td>2.4 General Update</td>
<td>a. Update on follow-up actions identified during previous Monthly Site Inspection Reports;</td>
</tr>
<tr>
<td></td>
<td>b. Summary and tracker of potential risk factors identified; and</td>
</tr>
<tr>
<td></td>
<td>c. Revisions required to the O&amp;M Management Plan or Renewal Work Plan.</td>
</tr>
</tbody>
</table>
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>Section</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.1 Executive Summary</strong></td>
<td>a. Summary of the Annual O&amp;M and Renewal Work Report contents and overall assessment of performance for the year, including but not limited to key issues, challenges, new items of interest and related information from the current Annual O&amp;M and Renewal Work Report.</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. |
## Monthly Site Inspection Report

<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.5 Developer Events and Non-Developer Events</td>
<td>a. A summary of all Events that took place during the year, including details on challenges related to O&amp;M Services during these Events, actions undertaken and future mitigation measures to prevent their re-occurrence.</td>
</tr>
<tr>
<td>3.6 Facilities Users Satisfaction</td>
<td>a. Summary of satisfaction surveys results and applicable action plans over the year.</td>
</tr>
<tr>
<td>3.7 Annual Utilities Summary</td>
<td>a. Information and data associated with utilities maintenance services, pursuant to Section 5.3.4.</td>
</tr>
</tbody>
</table>
SCHEDULE 18: PROGRAMMING AND PROJECT REVENUES

PART A: PROGRAMMING

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. 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 and farmers markets

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 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 and community-driven arts programming

b. Over the life of the facilities the Authority and partners may adjust or refine the mission; it is expected that Developer will participate in the collaboration that yields any changes.

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. The Campus Food Ethos will be further developed with collaboration between the City, Developer and Authority and reviewed from time-to-time and updated as requested by Developer or City.

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1 Draft materials provided as Reference Document.
1.3 Event Strategy
   a. The goal of this Schedule 18 is to promote the booking of high-quality 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.
   b. In no case shall the Events Coordination Committee schedule more than \( \_2 \) Non-Developer Events in the New Arena or \( \_3 \) Non-Developer Events in the Expo Hall each year without the approval of the Developer which shall be given in its sole discretion.

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.

2.2 Role
   The Events Coordination Committee shall be responsible for:
   a. making a determination on Booking Requests pursuant to Section 4.1;
   b. evaluation of Mission and Vision content of any Event pursuant to Section 5.2;
   c. coordination with respect to any Mission and Vision Overlay required pursuant to Section 5.1;
   d. discussing strategies for collection of any revenues outstanding under any Non-Developer Booking Agreement; and
   e. reviewing CSU, WSSA and Authority events scheduled in non-Developer operated buildings.

2.3 Meetings
   The Events Coordination Committee shall convene on no less than a monthly basis and shall include as invitees all members of the committee Events Coordination Committee, the Developer Booking Contact, and any additional City, Authority or Developer staff as requested. Such meeting may be in person at a location on the NWC Campus and/or by telephone, and a meeting may be cancelled by agreement of each of the City, Authority, and 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

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2 To be provided in a subsequent Addendum.
3 To be provided in a subsequent Addendum.
Project Agreement
Schedule 18, Programming and Project Revenues

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, one week prior to the date of the meeting.

b. 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 within three days of such meeting.

2.5 Booking Contact

a. The Developer shall designate a Developer Booking Contact to receive all Booking Requests and any referrals of prospective Event Holders for Developer Events. Such contact may be updated from time to time by approval of the Events Coordination Committee.

b. The City, with the Authority, shall designate an Authority Booking Contact to receive any referrals of prospective Event Holders for Non-Developer Events. Such contact may be updated from time to time by approval of 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 next 36 months noting all Events and any Key Dates, which may or may not yet be associated with an Approved Event;
   ii. as an attachment to the calendar, a Pre-Event Summary of the following information for each Approved Event, including Developer Events and Non-Developer Events:

   A. Event Holder;
   B. status of Booking Agreement (open or signed);
   C. date and time of Event, including an indication if the Event is a single-day or multi-day;
   D. date and time of any load-in and/or load-out activities associated with the Event;
   E. indication if the Event is a Developer Event or a 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 Developer Event Overlay, if applicable;
   K. content of any required Developer Event Overlay, if applicable;
   L. brief note on level of service for [food and beverage, equipment/labor/stall usage;]
   M. brief note on anticipated or required (for Non-Developer Events) 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, NWSS 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 reasonable information requested by the Events Coordination Committee or the City.

b. The Master Calendar shall be provided in an electronic format accessible to the City and the members of the Events Coordination Committee and shall be updated within three Working Days of any meeting to reflect any new Approved Events or other applicable changes.

c. The Developer will be responsible for ensuring there are no conflicts between Events.

4. BOOKING PROCESS

4.1 Booking Requests

a. Events shall be booked exclusively pursuant to this Section 4.

b. The Developer, the City and the Authority may all receive booking inquiries from Event Holders.

i. Subject to Section 2.5, for potential Developer Events, the City and Authority shall refer to Event Holder to the Developer Booking Contact.

ii. Subject to 2.5, for potential Non-Developer Events, the Developer and the City shall refer the Event Holder to the Authority Booking Contact.

iii. With respect to Event Holders seeking to book Equestrian or Livestock Events more than 365 days ahead of the first day of the Event, any such Event Holders should be referred by the City, Authority or Developer, as applicable, to the WSSA Booking Contact. The WSSA shall work with these Event Holders and interface with the Developer, the City or the Authority as needed to request a Developer Event, or Non-Developer Event, if applicable.

a. For any 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;

ii. date and time of Event, including an indication if the Event is a single-day or multi-day;

iii. date and time 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. facilities and spaces requested for the Event;

vi. anticipated attendance at the Event;

vii. proposed location for any required Developer Event Overlay, if applicable;

viii. brief note on level of service for food and beverage, equipment/labor/stall usage;

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.

b. For any Non-Developer Event, the City, in collaboration with the Authority, shall provide a completed Non-Developer Event Booking Request Form including the following information:
   i. Event Holder;
   ii. date and time of Event, including an indication if the Event is a single-day or multi-day;
   iii. date and time 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. facilities and spaces requested for the Event;
   vi. anticipated attendance at the Event;
   vii. brief note on level of service for food and beverage, equipment/labor/stall usage;
   viii. requested number of parking spaces which shall not exceed 33% of anticipated attendance; and
   ix. any other comments related to Event-specific operations which may differ from standard practice or be of interest to the Events Coordination Committee.
	x. Such Non-Developer Event Booking Request Form shall be submitted to the Developer Booking Contact.

c. The Developer shall organize the Developer Event Booking Request Forms and Non-Developer Event Booking Request Forms received and maintain a list of Booking Requests and the status of response from the Events Coordination Committee.

d. Any open Booking Requests received at least ten days prior to a meeting of the Events Coordination Committee shall be provided to the Events Coordination Committee as an attachment 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.

b. The Events Coordination Committee shall endeavor to consider in a meeting, at a minimum, all open Booking Requests received at least ten days 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;
   ii. evaluate the Booking Request in the context of Section 6; and
   iii. approve a response to the Booking Request of:
      A. Yes;
      B. Yes, with conditions or modifications to the Booking Request, including information related to any required Mission and Vision Overlay, if applicable; or
      C. No.
d. If the Events Coordination Committee cannot reach consensus with respect to a Booking Request, the City shall make a determination in its sole discretion.

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 [] with the Event Holder.

i. 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.

ii. 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.

b. For all Approved Events which are Non-Developer Events 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 [] with the Event Holder.

i. The City, in collaboration with the Authority, shall be responsible for obtaining the signature of the Event Holder.

ii. The City, in cooperation with the Authority, shall, in its sole discretion, set the Facility Rental charged back to the Event Holder.

iii. The Developer shall be required to execute the Non-Developer Event Booking Agreement within [ ] 5 days of receipt of a conformed version from the City.

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.

4.5 Prohibited Events

Certain categories of Events shall be prohibited.

5. MISSION AND VISION OVERLAY

5.1 Overlay Requirements

a. For 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. 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

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4 **Note to Proposers:** Forms of Booking Agreements to be provided in subsequent addendum.

5 **Note to Proposers:** to be provided in a subsequent Addendum.

6 **Note to Proposers:** To be reserved to cover smaller Non-Developer Events which may not involve any revenue generation and may not necessitate a Booking Agreement.

8 **Note to Proposers:** Forms of Booking Agreements to be provided in subsequent addendum.
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.

c. 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 [ ]\(^8\) 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 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?

b. Negative answers to these questions shall not prevent approval of a Booking Request.
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 month of January or the three weeks prior, (ii) any Event at the Livestock Center and
the Equestrian Center during the first two weeks of February; (iii) any Event during the
month of February at the Yards; (iv) any Event in the week of February at the New Arena;
and (v) any Event in 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

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\(^8\) Note to Proposers: Forms of Booking Agreements to be provided in subsequent addendum.
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 in the form of a Non-Developer Event Booking Request.

e. The Events Coordination Committee shall approve 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 Major Event Priority, for the period at least 365 Calendar Days prior to the proposed date of an Event, Developer Event Booking Requests shall have priority for all Facilities, subject to Section 6.3, and the Events Coordination Committee shall have the right to reject any requests for Non-Developer Events with the exception of Major Events.

b. Subject to Section 6.3, when a Booking Request is received less than 365 Calendar Days prior to the proposed 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 Developer-Retained Revenues and 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 Dates and Other Considerations

No later than 18 months prior to the commencement of a Calendar Year the City, in collaboration with the Authority, shall provide a list of a maximum of [ ] Key Dates which will provide for Non-Developer Event priority at specified Facilities at specified dates and times irrespective of the provisions of Section 6.2. For the avoidance of doubt, these dates are in addition to dates for Major Events pursuant to Section 6.1.
7. **EVENT REVENUES**
   a. The Developer shall collect and remit revenues associated with Developer Events pursuant to Part B, Section 2.
   b. The Developer shall collect and remit revenues associated with Non-Developer Events pursuant to Part B, Section 3.3.
   c. The Developer shall diligently pursue collection of any unpaid amounts under any Non-Developer Booking Agreement and remit upon receipt.

8. **EVENT REPORTING**
   a. Within [ ] Working Days of the last day of an Event, the Developer shall provide in electronic format to the City and the Authority Booking Contact, an update of the Pre-Event Booking Summary to create a Post-Event Report including:
      i. Event Holder;
      ii. date(s) and time(s) of Event, including an indication of the number of days of the 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 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 service for food and beverage and concessions revenues collected, if applicable;
      xii. parking spaces used by the Event;
      xiii. Parking Revenues and Concessions Revenues collected, if applicable;
      xiv. any Facility Rentals charged and collection status; and
      xv. any other comments related to Event-specific operations or lessons learned.
   b. Within 30 Working Days of the end of each Calendar Year, the Developer shall provide to the City and the Events Coordination Committee 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.
   c. 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.
SCHEDULE 18: PROGRAMMING AND PROJECT REVENUES

PART B: PROJECT REVENUES

1. PROJECT REVENUES

1.1 Project Revenues

Project Revenues, which are comprised of the Developer-Retained Revenues and the City-Retained Revenues, shall include the below revenues generated on the Site from activities undertaken pursuant to this Agreement.

- a. Facility Rentals;
- b. Ticket Sales Revenues;
- c. Concession Revenues;
- d. Community Investment Fund Round-Up Revenues;
- e. Parking Revenues;
- f. Merchandise Revenues; and
- g. Sponsorship and Advertising Revenues.

2. DEVELOPER-RETAINED REVENUES

2.1 Developer-Retained Revenues

a. With respect to Developer Events, and subject to the revenue sharing provisions in Section 4 of this Part B, the Developer shall, at all times during the Term, have the right to establish, collect, retain and seek enforcement of payment of Facility Rentals, Ticket Sales Revenues, Concession Revenues, Parking Revenues, and Merchandise Revenues.

b. The Developer may assign rights to retain all or a portion of these Developer-Retained Revenues for a Developer Event to an Event Holder through a Developer Event Booking Agreement executed pursuant to Part A, Section 4.3.

2.2 Exclusions and Limitations

a. In accordance with Section 8.3 of the Project Agreement, 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 such fees, charges, or revenues specified in Section 8.3.b. of the Project Agreement, even if first collected by the Developer.

b. 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.

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9 Note to Proposers: 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.
2.3 Revenue Risk

Except as otherwise provided herein, the Developer understands and agrees that all risk related to Developer Retained 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 Non-Developer Events, the City shall, at all times during the Term, have the right to establish, collect, retain and seek enforcement of Facility Rentals, Ticket Sales Revenues, Concession Revenues, Community Investment Fund Round-Up Revenues, Parking Revenues and Merchandise Revenues.

b. The City may, at its option, assign rights to all or a portion of these City-Retained Revenues for a Non-Developer Event to an Event Holder pursuant to [process to be determined in a subsequent Addendum].

c. [The City may also assign responsibility for collecting and seeking enforcement of payment of City-Retained Revenues to the Developer through a Non-Developer Event Booking Agreement pursuant to [limited allowance for delegated authority to enforce certain fees and charges, e.g. for parking, as permitted by City ordinance to be added in a subsequent Addendum]. Project Revenues collected by the Developer for Non-Developer Events shall be remitted to the City pursuant to Section 3.2 of this Part B.]

d. With respect to Developer events and Non-Developer Events for which the Developer is responsible for providing Concessions services, the Developer shall have the obligation to collect Community Investment Fund Round-Up Revenues. All Community Investment Fund Revenues shall be remitted to the City pursuant to Section 3.2 of this Part B.

3.2 Revenue Remittance to the City

The Developer shall, on a [monthly] basis, remit to the City any Developer-collected Project Revenues generated pursuant to any Non-Developer Booking Agreement or from any Non-Developer Event not subject to a Non-Developer Booking Agreement or which are otherwise City-Retained Revenues on a percentage basis based on the table below.

<table>
<thead>
<tr>
<th>Category</th>
<th>City Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Rentals</td>
<td>100%</td>
</tr>
<tr>
<td>Ticket Sales Revenues</td>
<td>100%</td>
</tr>
<tr>
<td>Concession Revenues</td>
<td>70%</td>
</tr>
<tr>
<td>Community Investment Fund Round-Up Revenues</td>
<td>100%</td>
</tr>
<tr>
<td>Parking Revenues</td>
<td>100%</td>
</tr>
<tr>
<td>Merchandise Revenues</td>
<td>100%</td>
</tr>
<tr>
<td>Other City-Retained Revenues</td>
<td>100%</td>
</tr>
</tbody>
</table>

3.3 Such remittance shall be deposited to an account to be identified by notice from the City to the Developer. Non-Developer Event Revenues

a. Event Holders shall book Non-Developer Events in accordance with Part A. When assigned collection and enforcement responsibility pursuant to Section 3.1, the Developer shall collect the following in respect of Non-Developer Events:
i. Facility Rentals in accordance with payment terms as set out in the Booking Agreement;

ii. Ticket Sales Revenues (where the Event Holder has requested this service from the Developer through the Booking Agreement); and

iii. Concession Revenues (where the Event Holder has requested these services from the Developer through the Booking Agreement).

b. Where the Event Holder fails to pay any Facility Rental to the Developer in accordance with the Booking Agreement, 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].

4. **REVENUE SHARE**

   The City shall be entitled to a Revenue Share as described below: [under review for inclusion in a subsequent Addendum]

   Such amount shall be payable to the City within [ ] Calendar Days of the end of a [Contract Year / other period].

5. **REVENUE REPORTING**

   a. The Developer shall, on a monthly basis, 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. Concession Revenues;
         D. Community Investment Fund Round-Up Revenues;
         E. Parking Revenues; and
         F. Merchandise Revenues,

         each on an aggregate and a per event basis; and

      ii. for Non-Developer Events:
         
         A. Facility Rentals;
         B. Ticket Sales Revenues;
         C. Concession Revenues;
         D. Community Investment Fund Round-Up Revenues;
         E. Parking Revenues; and
         F. 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.

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10 **Note to Proposers:** All payments from the Developer will be due to the City as counterparty, including revenue share, facility rentals, etc. The City may assign rights to these payments to other parties via supplemental agreement outside of this document, and may be able to incorporate strategies to use escrow/other similar arrangements to manage cash flow and payments.
b. Such Monthly Revenue Report shall also include an aggregate total and detailed breakdown of Developer-Retained Revenues for the Contract Year, an aggregate total and detailed breakdown of remittances under Section 3.2 of this Part B, and a calculation of any Revenue Share projected to be due to the City in accordance with Section 4 of this Part B.
Schedule 19
Handback Requirements

Schedule 19 to be released with Addendum #1.
Schedule 20
Community Equity Requirements

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

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 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 In addition to constructing the Income Restricted Units as part of the Project, the City may require Developer to pay an “Affordable Housing Fee” (as such term is defined below) for the first [ ] square feet of building permits issued for non-residential uses within the Project. From and after the point at which the Project has been issued building permits for [ ] square feet of non-residential uses, then Developer will be required to satisfy an “Incentive Commercial Obligation” as a condition for issuance of any and all subsequent non-residential building permits. Further information regarding this program shall be provided in a future Addendum.
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

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2 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.
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 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 Country 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 recordation 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 recordation.
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

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3 The City may add further requirements in a subsequent Addendum related to SBE and/or DBE.
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
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

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

4 Additional detail to be provided in a subsequent Addendum.
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 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 Apprenticeship 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.
Project Agreement
Schedule 20, Community Equity Requirements

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, DMRC.

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.

City and County of Denver
National Western Center Triangle Project

December 11, 2019

Schedule 20 - 17
Annex A

Latest Change to Prevailing Wage Schedules
Annex B

Targeted Areas
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. The Developer further 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

Schedule 21 to be released with Addendum #1.
Section 1
Form of Lenders Direct Agreement

Section 1 to be released with Addendum #1.
Section 2
Design and Construction Direct Agreement

Section 2 to be released with Addendum #1.
Section 3
O&M Subcontractor Direct Agreement

Section 3 to be released with Addendum #1.
Section 4
Lead Real Estate Developer Subcontract

Section 4 to be released with Addendum #1.
The City anticipates providing a form of Lead Real Estate Developer Subcontract as a drop-down mirroring key provisions of the Project Agreement that customarily comprise a traditional real estate development agreement. Additional detail will be provided with Addendum #1. However, at a minimum, the City anticipates including the following:

a. certain provisions of the Project Agreement;
b. certain provisions of Schedule 15 (Design & Construction Requirements);
c. Schedule 8 (Project Administrations);
d. Schedule 13 (Site Constraints);
e. Schedule 14 (Private Development);
f. Schedule 20 (Community Equity);
g. Schedule 21 (Stakeholder Communications); and
h. Schedule 32 (Proposal Extracts, AFCs, & ATCs),
each to the extent applicable to the Private Development.
Schedule 24
Forms of Contractor Bonds

Schedule 24 to be released with Addendum #1.
Schedule 25
Form of Supervening Event Notice

Schedule 25 to be released with Addendum #1.
Schedule 26
Form of Legal Opinions

Schedule 26 to be released with Addendum #1.
Schedule 27
Form of Financial Model Escrow Agreement

Schedule 27 to be released with Addendum #1.
Schedule 28
Change Procedure

Schedule 28 to be released with Addendum #1.
Schedule 29
Dispute Resolution Procedure

Schedule 29 to be released with Addendum #1.
Schedule 30
Base Financial Model

Schedule 30 to be released with Addendum #1.
Schedule 31
Key Personnel

Schedule 31 to be released with Addendum #1.
Schedule 32
Proposal Extracts, ATCs, and AFCs

Schedule 32 to be released with Addendum #1.
### Schedule 33
Reference Documents

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### Project Agreement

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#### 2.2 Events Center As-Built Documents

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December 11, 2019
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### 3.2 Central 70 Interchange Documents

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| 15.12.029.01 | Central 70 I-70 Bridge over Brighton Blvd. General Information |
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