

PRECONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **THE WHITING-TURNER CONTRACTING COMPANY**, with an address of 300 E. Joppa Rd. Baltimore, MD 81286 (“Contractor”), jointly “the parties.”

RECITALS

1. The Livestock Center construction project consists of providing Design Phase and Construction Phase Services (CM/GC) for the Livestock Center located at 4655 Humboldt St, Denver, CO 80216.

2. In order to complete the Project in a timely, efficient and cost effective manner, the City desires to engage a highly qualified and experienced contractor to expeditiously perform preconstruction services including and without limitation, scheduling, cost estimating, constructability review, value engineering, construction packaging and sequencing, subcontractor canvassing and all other preconstruction services necessary to complete a satisfactory final design and construction pricing for the Project.

3. In addition to performing preconstruction services, the Contractor will deliver to the City a Guaranteed Maximum Price proposal (“GMP Proposal”) and fixed Project completion schedule proposal (the “Performance Period” or “Schedule”) by which the Contractor will agree to perform all of the construction services and other work required to complete the Project for a guaranteed maximum price.

4. In accordance with the requirements of 20-56 of the Denver Revised Municipal Code (the “DRMC”), the City advertised a Request for Qualifications (“RFQ”) and a Request for Proposal (“RFP”) (Incorporated by reference as **Exhibit A**) seeking highly qualified contractors to provide preconstruction and construction services for the Project.

5. The Contractor was selected as the first ranked proposer to perform such services for the City based on Contractor’s Proposal dated May 1, 2020.

6. The City and Contractor now wish to enter into this Agreement to provide preconstruction services. The City may, in its sole discretion, elect to enter into a CM/GC Construction Contract with Contractor at a later date.

7. The Contractor represents that it has the present capacity and is experienced and qualified to perform the required professional and related services as provided for in this Agreement.

8. The Contractor will perform all such services as an independent contractor.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1.0 PROJECT AND BUDGET:

1.1 The Project.

1.1.1 The “Project” includes the construction/reconstruction and/or expansion of the NWC Livestock Center.

1.1.2 The “Project Site”, “Site” and “Limits of Construction for the Project” are:

Attached as **Exhibit H**.

1.2 **Project Format.** The terms, conditions and obligations for the Contractor’s performance on this Project are contained herein or in documents referenced herein or attached hereto and shall be collectively referred to as the “Agreement.” In the performance of this Agreement, the Contractor acknowledges and accepts that time is critical for Project delivery. The City has elected to utilize a

Construction Manager/Contractor (“CM/GC”) Project delivery method. The Contractor is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. As a consequence of the delivery approach, the Contractor acknowledges and accepts the following: (1) that the complete services to be rendered by the Contractor, the organizational and process inter-relationships governing construction and the cost, schedule and sequencing of construction may not yet have fully been defined; (2) that portions of the Project could have their design completed as separate packages and under construction before other portions of the Project are fully designed; and (3) that the Contractor’s continuing performance on this Project is contingent upon the Contractor formulating, as the Project design progresses, and submitting an acceptable GMP (or multiple GMP packages) and Performance Period proposal (the “GMP Proposal”) for the complete construction of the Project.

1.3 Budget. The Contractor acknowledges that there are limited funds available to design and construct the Project. The City’s preconstruction budget for this Project is: **SIX HUNDRED EIGHTY-TWO THOUSAND DOLLARS (\$682,000.00)** (the “Project Budget”) and is subject to increase or decrease at the sole discretion of the Executive Director of the National Western Center Office (“NWCO”), prior to establishing a GMP for the Construction Services Phase of the Project.

2.0 ENGAGEMENT AND COORDINATION:

2.1 Engagement. The City engages the Contractor with respect to the furnishing of preconstruction services in connection with the design and construction of the Project and the Contractor accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

2.2 Executive Director of NWCO. The City's Executive Director of the Mayor’s Office of the National Western Center ("Executive Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director hereby designates the Program Director as the Director’s authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating and initially approving the services performed by the Contractor under this Agreement. The Project Manager, who reports to the Program Director, shall be responsible for the day-to-day administration, coordination and approval of services performed by the Contractor, except for approvals that are specifically identified in this Agreement as requiring the Director’s approval.

2.3 Relationship. The Contractor accepts the relationship of trust and confidence established between the Contractor and the City by this Agreement and shall furnish its best skill and judgment and cooperate with the Executive Director and the designees, including the City Engineer and the Project Manager, representatives of the Mayor’s Office, User Agency and the other City consultants and contractors in furthering the interests of the City throughout the duration of this Agreement.

2.4 Design Consultant. The City has a separate agreement with the Design Consultant Team to design the Project and to provide limited design support during the construction. Both the Contractor and the Design Consultants shall be given direction by the City, or the City’s designated and authorized representatives. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, both participating on the same team with the City.

2.5 Construction Team. The Contractor, the City and the Design Consultant Team (the “Construction Team”) shall cooperate and coordinate to complete the design and provide preconstruction services. The Contractor shall provide leadership to the Construction Team on matters relating to construction.

2.6 Coordination and Cooperation.

2.6.1 The Contractor agrees to cooperate and coordinate fully with the City and the Designer in the design aspects of the Project to keep within the City monetary and time limitations.

2.6.2 With the exception of those notices that must be directed to the Program Director, all written communication by the Contractor to or with the City shall be forwarded through the Project Manager. In addition, all communication from the City to or with the Contractor shall be forwarded through the Project Manager. All written communication between the Contractor and the Design Consultant, other City representatives, the User Agency, City consultants or any governmental entity or third party will require that copies or notice thereof will be provided by the Contractor to the Project Manager.

2.6.3 The Contractor shall, as a continuing work item under this Agreement, facilitate communications regarding its performance hereunder between the NWCO, the Project Manager, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall conduct and coordinate its efforts under this Agreement with all involved entities including the NWCO, the User Agency, other City representatives, other involved City agencies and any involved government and regulatory entities. The Contractor shall document all Contractor conducted meetings and work sessions and distribute minutes or notes of such meetings to the Project Manager, in a format approved by the Project Manager.

3.0 REPRESENTATIONS: The Contractor represents and covenants to the City that:

3.1 The Contractor's members shall include adequate personnel qualified and experienced in the construction of facilities similar to the Project in time constraints, complexity and cost.

3.2 The Contractor will thoroughly review and will become fully familiar with the Project scope, requirements and constraints including: (1) the goals and objectives of the Project; (2) User Agency needs and requirements; (3) the Design Consultants' work effort to date, agreement and any referenced documents; (4) the schematic design drawings and specifications and any associated information or materials; (5) the Project site (the "Site"), local conditions and all related limitations and constraints; and (6) its budget assumptions and scheduling constraints, as follows:

The Contractor accepts the same and affirmatively states that the Project, as expressed by the Project scope, requirements, and constraints at the time of execution of this Agreement, is a reasonable and constructible conceptual Project, incorporating a reasonable and workable delivery approach and schedule. Further the Contractor will promptly notify the City in the event the Project, as developed during the Preconstruction portion of the project, is not reasonable or constructible, given the schedule, budget, and other Project requirements.

3.3 The Contractor agrees that all of the services and work performed by the Contractor under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent contractors who perform services of a similar nature to the services described in this Agreement.

4.0 PERSONNEL:

4.1 Those persons listed in **Exhibit D** are the principals and employees of the Contractor (the "Key People") and the City desires that they be and remain assigned to the Project.

4.2 It is the intent of the parties hereto that all Key People be engaged to perform their specialty for all such services required by this Agreement, and that the Contractor's and any subcontractor Key People be retained for the duration of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

4.3 If any of the Key People become unavailable for reasons beyond the control of the Contractor, then the Contractor, subject to the Manager's approval, shall promptly appoint a replacement. The Contractor shall provide the Project Manager with complete information on each replacement, including a current resume, and shall have the opportunity to interview any such replacement.

4.4 If during the term of this Agreement, the Manager determines that the performance of approved Key People for the Contractor or a subcontractor is not acceptable, the Project Manager shall notify the Contractor and give the Contractor a reasonable period of time to correct such performance. Thereafter, the Manager may require the Contractor to reassign or replace such Key People. If the Manager notifies the Contractor that certain of its Key People or those of a subcontractor should be replaced, the Contractor will use its best efforts to replace and require its subcontractor to replace them within ten (10) days from the date of the Manager's notice.

4.5 Neither the Contractor nor any subcontractor shall have interests which are in conflict with interests of the City, including connection with or to the sale or promotion of equipment or material which may be used on the Project, and the Contractor shall make written inquiry of all of its subcontractors concerning the existence of or potential for such conflict. In unusual circumstances, and at the City's sole discretion, the City may grant a written waiver for the particular consultant or subcontractor.

5.0 BASIC SERVICES: The Contractor's Basic Services performed under this Agreement shall include all services and work effort required: (1) to assist in providing a complete and constructible "Project Design;" (2) to advise the Design Consultants in providing a Project design which, if constructed in accordance with the design, will satisfy all Project objectives, requirements and constraints set forth herein; and (3) assist the Design Consultant in maintaining the Budget. Such required services and work effort will include, without limitation, cost estimating, bid schedule refinement and project schedule verification constructability review, value engineering and development of deductive and additive alternates, scheduling, construction sequencing and bid packaging, bidding and subcontracting. Contractor's Basic Services under this agreement includes all services and work set forth in **Exhibits E, Scope and Exhibit B, Proposal**. All of the duties, obligations, services and work specified in the terms, provisions and conditions of this Agreement as well as all other Preconstruction services normally and customarily performed by a Construction Manager on a Project of this size and nature shall comprise the Contractor's "Basic Preconstruction Services."

6.0 COMPENSATION: In accordance with the terms and conditions of this Agreement, the City agrees to pay and the Contractor agrees to accept, as full and complete compensation for all services required by this Agreement to complete the Basic Services, the following compensation:

6.1 Basic Services.

The Contractor's Basic Services shall consist of all preconstruction and related work and services set forth in **Exhibits E and B (Basic Services and Proposal)**. The Contractor shall be compensated for all such services performed on a lump sum basis. The maximum amount payable for all Basic Services shall be the lump sum amount of **SIX HUNDRED EIGHTY-TWO THOUSAND DOLLARS (\$682,000.00)**. Compensation shall be paid to the Contractor monthly, based upon pay applications and progress reports accepted and approved by the Project Manager. Upon successful completion of Pre-Construction Services, the City may in its sole discretion elect to execute a CM/GC Construction Contract with Contractor.

6.2 Reimbursable Expenses. All expenses shall be included in the basic services fee and will not be separately reimbursed hereunder.

6.3 Maximum Contract Amount. The "Maximum Contract Amount" to be paid by the City to the Contractor under this Agreement shall not exceed the sum of **SIX HUNDRED EIGHTY-TWO THOUSAND DOLLARS (\$682,000.00)**.

6.4 Funding. It is expressly understood and agreed by the Contractor that the Contractor is undertaking this performance for a “not to exceed”, maximum fee for the Project. It is further understood and agreed by the Contractor that the total obligation of the City for all or any part of its payment obligations hereunder, whether direct or contingent, shall in no event extend beyond payment of the lesser of the amounts duly and lawfully encumbered for the purposes of the Agreement or the Maximum Contract Amount set forth above. The City has, as of the date first set forth above, duly and lawfully encumbered the sum of **SIX HUNDRED EIGHTY-TWO THOUSAND DOLLARS (\$682,000.00)** for the purposes of this Agreement. With respect to all such performance and funding, the Contractor understands and agrees that the provision of any services which would cause the total amount payable to Contractor to exceed the amount of previously encumbered funds, is strictly prohibited. In the event the continuation of services by the Contractor would cause the amount payable to Contractor to exceed the amount payable under Sections 6.1 and 6.2, the Contractor agrees to give the Project Manager at least four (4) weeks’ written notice of the exhaustion of available funds. In the event additional funds are not made available within such four (4) week period, the Contractor agrees to stop providing services until such time as additional funds are made available and encumbered for the purposes of this Agreement. It shall be the responsibility of the Contractor to verify that the amounts already encumbered are sufficient to cover the entire cost of such work. Work or services performed in excess of the amount encumbered or outside the scope of authorized work or services is undertaken or performed in violation of the terms of this Agreement and, as such, at the Contractor’s own risk and sole cost and expense. Funding for the Project has been budgeted over several years, and the City reserves the right to suspend work and the Contractor will not be compensated monetarily for the time delay.

6.5 Payment of Invoices. The Contractor shall prepare and submit to the Project Manager project reports and monthly invoices of all amounts due the Contractor for the preceding period with time records (payment will be made based upon percentage complete) under the provisions of this Article. The Manager or appointed designee will review and either approve or disapprove in whole or in part each properly completed invoice prior to submission for payment by the City. The Manager or appointed designee shall promptly notify the Contractor, in writing, of the basis for any partial or complete disapproval and return any submitted documentation, as required. No charges shall be incurred under this Agreement and no payments shall come due to the Contractor until such time as the City has confirmed to its satisfaction that the work and services have been performed in accordance with the terms and conditions of this Agreement.

6.6 Withholdings and Final Payment. The City may withhold, in its sole discretion, payment to the Contractor of any sum or a portion of any sum invoiced for failure or refusal of the Contractor to reasonably satisfy or comply with any material obligation, term, condition or requirement of this Agreement and may deduct, such other amounts as provided for elsewhere in this Agreement. Prior to withholding, however, the City shall provide the Contractor with five (5) days notice of any such failure or refusal and an opportunity to commence to cure that will not exceed such five (5) day period. All sums withheld pursuant to this paragraph shall be released only upon a showing, satisfactory to the Manager, that the failure or refusal resulting in the withholding has been removed, resolved, or cured by the Contractor.

7.0 TERM AND TERMINATION:

7.1 Term. The Term of this Agreement shall commence on October 1, 2020, and expire on August 31, 2021 unless sooner terminated as provided in this Agreement.

7.2 Termination for Default for Nonperformance. Failure or refusal of the Contractor to perform any material obligation under this Agreement shall constitute default. In the event of any default, in addition to any other remedy available to the City, after providing ten (10) days’ prior written notice of and opportunity to cure such default, this Agreement may be terminated by the City if such default is not cured to the satisfaction of the City. No new performance under the Agreement will be undertaken after the date of receipt of any notice of termination (the effective date of termination). In the event of such

termination, the Contractor will be paid for those services satisfactorily performed in accordance with the requirements of this Agreement up to the effective date of termination. Such termination shall not waive any other legal remedies available to the City.

7.3 Termination for Default for Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors then, at the option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

7.4 Termination for Default for Criminal Conduct. The City may, by written Notice of Default to the Contractor, terminate the whole or any part of this Agreement in the event the Contractor or any of its officers are convicted, plead nolo contendere, or enter into a formal agreement for deferred prosecution or sentencing, in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, violation of the Racketeer Influenced and Corrupt Organizations Act (R.I.C.O.) or substantially similar state statute or any offense of a similar nature, in connection with the Contractor's business.

7.5 Termination for Convenience of City. The City may terminate this Agreement for the City's convenience and without cause at any time by giving the Contractor ten (10) days' written notice of such termination. In the event of such termination, the Contractor shall cease performance under this Agreement upon receipt of such written notice of termination and the Contractor will be paid only for its costs incurred in accordance with the provisions of this Agreement, up to the date of termination specified in the notice of termination.

7.6 Recovery of Termination Costs Strictly Precluded. Except for reasonable, actual termination costs, the City shall not be liable for any costs incurred by the Contractor after the effective date of termination. Such non-recoverable costs shall include, but are not limited to anticipated profits, post-termination employee salaries, post-termination administrative expenses, or any other damages, costs or expenses which are not authorized under this Article. Following such termination, the Contractor will submit a final invoice to the City for the amount which represents the compensation actually due and owing for the Contractor performance prior to the effective date of termination and for which the Contractor has not previously been compensated. Upon approval and payment of this final invoice by the City, the City shall be under no further obligation to the Contractor for payment under this Agreement and all other claims shall be waived.

8.0 INSURANCE AND INDEMNITY:

8.1 Insurance. General Condition 1601 is hereby deleted in its entirety and replaced with the following: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any

reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

8.1.1 General Conditions. Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

8.1.2 Proof of Insurance. Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit F**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Please see construction contract insurance requirements regarding ROCIP, attached as **Exhibit G**.

8.1.3 Additional Insureds. For Commercial General Liability, Auto and Additional Coverage at Work Order Level Contractor and subcontractor's insurer(s) shall include the City and County of Denver and its elected and appointed officials, employees and volunteers as an additional insured.

8.1.4 Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

8.1.5 Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

8.1.6 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

8.1.7 Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

8.1.8 Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

8.1.9 Additional Provisions.

8.1.9.1 For Commercial General Liability, the policies must provide the following:

- a. That this Agreement is an Insured Contract under the policy;
- b. Defense costs are outside the limits of liability;
- c. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and;
- d. A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

8.1.9.2 For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

8.1.9.3 Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8.2 Indemnification:

8.2.1 To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

8.2.2 Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

8.2.3 Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

8.2.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

8.2.5 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9.0 **STANDARD OF CARE:** The Contractor agrees that all of the work performed and services rendered by the Contractor and its subconsultants under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or render services of a similar nature to the work or services described in this Agreement.

10.0 **COMPLIANCE WITH LAWS AND REGULATIONS:**

10.1 **Laws and Regulations.** The Contractor shall be responsible for the compliance of all activities undertaken by it pursuant to this Agreement with all applicable laws and regulations, including without limitation the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. In the performance of its services, the Contractor shall assist the Design Consultant(s) as may be necessary to fully comply with such laws and regulations or receive governmental approvals for the Project. The Contractor further agrees to perform all services for the Project in strict compliance with all applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards in effect at the time of the execution of this Agreement until all services called for under this Agreement have been completed and accepted by the City. Notwithstanding the foregoing, the City agrees that it is not the Contractor's responsibility to assure that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations.

10.2 **Governmental Authorities.** The Contractor shall perform all of its duties, obligations and services, hereunder in a manner that complies with the City's directions to the Contractor and/or the City's obligations under law to consult with, solicit advice from and involve in the City's decision-making process, all applicable governmental or quasi-governmental authorities having jurisdiction over the Project and the surrounding area, including, but not limited to, the State of Colorado and any agency or department thereof, and the City and County of Denver, and any agency or department thereof.

10.3 **No Discrimination in Employment.** In connection with the performance of its work under this Agreement, the Contractor 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 hereunder

10.4 **Licensing Requirements.** The Contractor shall comply, at its own expense, with all laws and regulations, including, but not limited to, licensing requirements pertaining to its professional status and that of its employees, partners, associates, consultants under subcontract and others employed to render the services called for by this Agreement.

10.5 Certification under § 8-17.5-102, C.R.S.

10.5.1 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”).

10.5.2 The Contractor certifies that:

10.5.2.1 At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

10.5.2.2 It will 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.

10.5.3 The Contractor also agrees and represents that:

10.5.3.1 It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

10.5.3.2 It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

10.5.3.3 It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

10.5.3.4 It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

10.5.3.5 If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

10.5.3.6 It will 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.

11.0 OWNERSHIP OF DOCUMENTS; CONFIDENTIAL INFORMATION:

11.1 Ownership of Documents. The data used in compiling, and the results of, any tests, surveys or inspections at the Site, as well as all photographs, drawings, specifications, studies, audits, reports, models and other items of like kind prepared by the Contractor, its employees and consultants, excluding proprietary systems such as estimating programs, shall be the property of the City whether the Project for which they are made is executed or not, but the Contractor shall be permitted to retain reproducible copies of all of the foregoing documents for the information and reference, and the originals of all of the foregoing documents including all electronic format copies shall be delivered to the City promptly upon completion thereof. All work products prepared by the Contractor under this Agreement, when delivered to and accepted by the Manager, shall become the property of the City and the City shall have unlimited ownership rights. Further, the Contractor agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services and work performed hereunder. With respect thereto, the Contractor agrees to and does hereby grant to the City an exclusive royalty-free license to all data which the Contractor may cover by copyright.

11.2 City Information. The Contractor understands and agrees that, in performance of this Agreement, the Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Contractor agrees that all information disclosed by the City to the Contractor shall be held in confidence and used only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would to protect its own proprietary data.

11.3 Contractor Information. The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

11.4 Patent, Copyright and Trade Secret Indemnity. Notwithstanding any other provision hereof, the Contractor shall save, defend and hold harmless the City from all loss, damage, or liability for, or by reason of, any actual or alleged infringement of any United States Patent, Copyright, or Trade Secret disclosure arising out of the Contractor's performance under this Agreement.

12.0 Examination of Records and Audits: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City

Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

13.0 SUPPLEMENTAL DOCUMENTS: The following documents are attached hereto and/or incorporated herein and made a part of this Agreement:

Exhibit A - Request for Qualifications and Request for Proposal (Incorporated by Reference)

Exhibit B - Contractor's Proposal

Exhibit C - Reserved

Exhibit D - Key Personnel

Exhibit E - Basic Services

Exhibit F - ACORD Certificate of Insurance

Exhibit G – Insurance Requirements for Construction

Exhibit H—Site Boundary

14.0 TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Contractor, time is of the essence.

15.0 DISPUTES: All disputes of any nature whatsoever regarding the Agreement, including but not limited to those involving damages or time extensions for delay, equitable adjustments, or other claims for compensation by the Contractor, including but not limited to disputes going to the breach or default of this Agreement, shall be exclusively resolved by administrative hearing pursuant to the provisions of D.R.M.C. Section 56-106, or, with respect to appropriate issues involving minority and women business enterprise contracting, by D.R.M.C. Section 28-33. For the purposes of this Agreement, the Manager, with respect to Section 56-106, DRMC disputes, and the Director of the Division of Small Business Opportunity, with respect to Section 28-33, DRMC disputes, have independently determined that the City's best interests are served by designating as the hearing officer a person retained for that purpose by contract under Charter Section A2.3-10. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or other consultants.

16.0 MISCELLANEOUS PROVISIONS:

16.1 Taxes and Licenses. The Contractor shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Contractor shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Contractor shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

16.2 Status of Contractor. The status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform preconstruction services for limited periods of time as described in Section 9.1.1.E(x) of the Charter of the City and it is not intended, nor shall it be construed,

that the Contractor, or any member of its staff or any consultant, is an employee, officer or agent of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

16.3 Rights and Remedies Not Waived. Payment by the City shall not constitute a waiver of any breach of covenant or default which may then exist on the part of the Contractor. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

16.4 Subject to Local Laws, Jurisdiction, Venue. Each and every term, provision or condition in this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, Executive Orders, and/or fiscal rules, enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set forth herein by this reference. Venue for any action or proceeding arising out of, or relating in any way to this Agreement, or the breach thereof, shall be in the City and County of Denver, Colorado.

16.5 Conflict of Interest. The Contractor agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any official, officer, or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

16.6 Waiver of C.R.S. 13-20-802 et. seq. With respect solely to the City, the Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-2-802 et seq.) relating to design defects in the Project under this Agreement.

16.7 No Third Party Relationship. Nothing Contained in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third party as against either the City or the Contractor.

16.8 Taxes, Charges and Penalties. The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature.

16.9 Use, Possession or Sale of Alcohol or Drugs. The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

16.10 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to the parties at the addresses set forth herein or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it is addressed, or the third (3rd) day after such notice is mailed, whichever is earlier. Unless changed in writing, such notices shall be mailed to:

To the Contractor:

THE WHITING-TURNER CONTRACTING COMPA
Attn: Division Vice President
7800 East Union Avenue, Suite 100
Denver, Colorado 80237

To the City: Executive Director of the Mayor's Office of the
National Western Center
5125 Race Court
Denver, Colorado 80216

with a copy to: City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

16.11 Survival of Certain Contract Provisions. All terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the general applicability of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

16.12 Paragraph Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

16.13 Severability. If any provision, term, or part of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado, the validity, legality, and enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

16.14 Construction of Terms. The language in this Agreement shall be construed according to its customary meaning within the building industry in the Denver metropolitan area. Whenever used, the singular numbers shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

16.15 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 shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and permitted assigns.

16.16 Electronic Signatures and Electronic Records. Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the 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 the 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.

[END OF PAGE]

Contract Control Number:
Contractor Name:

DOTI-202055964-00
THE WHITING-TURNER CONTRACTING COMPANY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

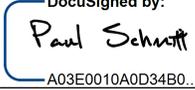
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202055964-00
THE WHITING-TURNER CONTRACTING COMPANY

By:  _____
A03E0010A0D34B0...

Name: Paul Schmitt
(please print)

Title: Sr Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibits A through H

Exhibit A
Request For Proposal
INCORPORATED BY REFERENCE

Exhibit B
Proposal

PROJECT: National Western Center - Livestock Center
 W-T JOB #: 018610
 GC Projections through: 3/31/2021

COST CODE	DESCRIPTION OF WORK	ORIGINAL BUDGET	OWNER CHANGE ORDER	CURRENT BUDGET	ACTUAL COST TO DATE 6/30/2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	DISCOUNT	ESTIMATED COST TO COMPLETE	PROJECTED ESTIMATED COST AT COMPLETION
GENERAL CONDITIONS																		
PRECONSTRUCTION																		
0000000.00721000.L	Office Salary - CB, SG	\$46,964.90	\$0.00	\$46,964.90	\$0.00	\$0.00	\$827.58	\$850.00	\$850.00	\$850.00	\$1,275.00	\$850.00	\$955.00	\$955.00	\$955.00	(\$2,000.00)	\$6,367.58	\$6,367.58
0000000.00721010.L	Project Manager - MF, JP, TU, KP	\$260,512.37	\$0.00	\$260,512.37	\$0.00	\$0.00	\$23,749.47	\$38,000.00	\$38,000.00	\$38,000.00	\$57,000.00	\$38,000.00	\$42,800.00	\$42,800.00	\$42,800.00	(\$25,000.00)	\$336,149.47	\$336,149.47
0000000.00721015.L	Assistant Project Manager	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000000.00721020.L	Project Engineer - MS, GF, LD, MB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$22,000.00	\$33,000.00	\$22,000.00	\$24,900.00	\$24,900.00	\$24,900.00	(\$18,000.00)	\$177,700.00	\$177,700.00
0000001.00721030.L	Superintendent - JG, TF, BI	\$87,249.41	\$0.00	\$87,249.41	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00	\$22,500.00	\$15,000.00	\$16,900.00	\$16,900.00	\$16,900.00	(\$18,000.00)	\$115,200.00	\$115,200.00
0000001.00721040.L	Assistant Superintendent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000001.00721045.L	MEP Coordinator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000001.00721050.X	Workforce Admin - PC	\$41,624.31	\$0.00	\$41,624.31	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,500.00	\$3,000.00	\$3,100.00	\$3,100.00	\$3,100.00	\$0.00	\$25,800.00	\$25,800.00
0000000.00721055.L	Intern	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000000.00721060.L	BIM / VDC - CC, EH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	\$750.00	\$500.00	\$560.00	\$560.00	\$560.00	\$0.00	\$4,430.00	\$4,430.00
0000000.00721065.X	Cost/Schedule Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00
0000000.00721075.L	EH&S Salary - MR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000000.00721075.X	EH&S Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000000.00721080.X	Legal Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000000.00725000.X	Travel	\$26,649.01	\$0.00	\$26,649.01	\$0.00	\$0.00	\$0.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$0.00	\$2,400.00	\$2,400.00
0000000.00725010.X	Mileage Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000000.00725025.X	Meals and Incident Misc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000000.01950000.X	COVID-19 Impacts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$463,000.00	\$0.00	\$463,000.00	\$0.00	\$0.00	\$24,577.05	\$79,650.00	\$82,650.00	\$79,650.00	\$119,325.00	\$79,650.00	\$89,515.00	\$89,515.00	\$89,515.00	(\$63,000.00)	\$671,047.05	\$671,047.05
GENERAL REQUIREMENTS																		
0000000.00700055.X	MBE/WBE Open Houses	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$400.00	\$0.00	\$1,800.00	\$1,800.00
0000000.01540200.X	Yard Goods	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000000.01540300.X	Field Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0100000.01332300.X	Drawings and Specifications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
0100000.01521330.X	Computer Hardware	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
0100000.01521345.X	Computer Supplies	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0100000.01521355.X	Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81.19	\$0.00	\$0.00	\$0.00	\$1,081.19	\$1,081.19
0100000.01521360.X	Postage and Shipping	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$2,700.00	\$200.00	\$200.00	\$1,200.00	\$200.00	\$281.19	\$200.00	\$400.00	\$0.00	\$5,381.19	\$5,381.19
9000000.90100000.X	General Liability Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$650.00	\$650.00	\$650.00	\$1,000.00	\$650.00	\$700.00	\$700.00	\$700.00	(\$328.24)	\$5,571.76	\$5,571.76
	TOTAL PRECONSTRUCTION	\$478,000.00	\$0.00	\$478,000.00	\$0.00	\$0.00	\$24,777.05	\$83,000.00	\$83,500.00	\$80,500.00	\$121,525.00	\$80,500.00	\$90,496.19	\$90,415.00	\$90,615.00	(\$63,328.24)	\$682,000.00	\$682,000.00

preconstruction proposal	\$478,000.00
extended preconstruction amount	\$204,000.00
total preconstruction costs	\$682,000.00

Exhibit C
[Reserved]

Exhibit D
Key Personnel

Exhibit D
Key Personnel

Key Person	Primary Role
Mark Faul	Project Executive
Jason Pickel	Senior Project Manager
Jeremy Hamm	Workforce Coordinator & Schedule Manager
Jay Livingston	Program Superintendent
Tim Unrath	Lead Project Manager
Brandon Isbell	Lead Superintendent

Exhibit E
Basic Services

Exhibit E Scope of Preconstruction Services

General Scope of Preconstruction Services – The CM/GC shall participate in the continuing design process as an integral member of the Project design team and shall perform preconstruction services in accordance with the CM/GC Preconstruction Services Agreement that shall include, but not be limited to the following:

1. Attend all necessary work sessions with the City and design team to gather and distribute information on the Project as required. It is anticipated that attendance of one, two-hour work session, every week for the duration of the preconstruction period and four all-day design workshops would be required.

2. The City is committed to developing and implementing a Workforce Program for this Project with the intent that it will help increase outreach, training, job opportunities and employment of people in economically disadvantaged areas and populations. In addition, the City is committed to addressing shortages in qualified construction workers generally and in Targeted Categories by increasing the number of apprentices. Implementation of this Workforce Program will offer the opportunity for demonstrating, measuring, and evaluating outreach, training, and engagement efforts across numerous construction industry trades and positions.

The City is currently working with a workforce platform, called WORKNOW. The CM/GC shall utilize the WORKNOW platform and coordinate its workforce efforts with any supporting program or resource as applicable. The CM/GC strategy must be compatible with the City's WORKNOW platform and must be adaptable over time to adjust to changing labor market conditions.

3. In conjunction with the City, immediately identify the Project requirements and prepare a total Project Estimate that properly allocates construction costs for the various elements of the work intended for the Project.

4. Develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, identify the critical path, construction phasing, and make recommendations to the City and the design team on the procurement of long-lead delivery items. Update and monitor the Project Schedule with the City and the designer regularly to identify deviations and changes. The Project Schedule is to be provided to the City and its consultants in pdf and hard copy form. The Project Schedule is to be developed in a Primavera® P6 compatible format and be cost and resource loaded to identify expenditures.

5. Provide value engineering for all materials, equipment and systems mutually agreed upon to determine the best possible value to the City. Conduct formal value engineering work sessions with the City and the design team and recommend design detail alternatives.

6. Prepare and monitor estimates of the construction cost during each of the design phases based on detailed quantity calculations obtained from the progress set of drawings and specifications. Advise the City and the designer if it appears that the construction budget will not be met and make recommendations for corrective action. Prepare and update with each cost estimate a trend log or reconciliation report comparing the previous cost estimate, the current cost estimate, the designer's cost estimate and the approved Project Budget. Provide a narrative of the changes made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at each design milestone prior to the establishment of the GMP: Schematic Design and Design Development at a minimum.

7. Review the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practices.

Exhibit E
Scope of Preconstruction Services

8. Review the proposed design concepts, layouts, dimensions, clearances and advise the City and designers of possible conflicts.
9. Recommend a strategy for bid and execution packaging of the drawings and specifications relative to the Project approach and other pertinent considerations. Administrate the various bid packages for the Project.
10. Prepare a detailed approach to construction phasing of the work, working in coordination with the Program's HIC, including mobilization, logistics, quality control, safety and environmental issues for review by the City. Please note it is anticipated this phasing will evolve throughout design and construction and will need to be updated by the CM/GC on a monthly basis to ensure program-wide schedule and phasing goals are achieved.
11. Prepare and submit a Guaranteed Maximum Price (GMP) Proposal for the City's consideration reflecting the entire cost, scope of work and quality intent of the Project. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire package, including a comprehensive list of assumptions and qualifications associated with those costs and a responsibility matrix identifying the party responsible for all associated Project costs. All construction costs must be clearly defined and included in the GMP Proposal. Any and all proposed allowances included shall be approved by the City and shall include estimated quantities and values justified by the CM/GC. The CM/GC's proposed "self-performed work" shall be documented in the GMP Proposal with a detailed, quantified and unit-priced cost estimate.

Exhibit F
ACORD
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riggs, Counselman, Michaels & Downes, Inc. 555 Fairmount Avenue Towson MD 21286	CONTACT NAME: Courtney Mitchell PHONE (A/C. No. Ext): 410-339-7263 FAX (A/C. No.): 410-339-7234 E-MAIL ADDRESS: cmitchell@rcmd.com												
INSURER(S) AFFORDING COVERAGE													
INSURED WHIT-TU-01 The Whiting - Turner Contracting Company 300 E Joppa Rd Baltimore MD 21286	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Travelers Property Casualty Company of America</td> <td style="width: 20%; text-align: center;">NAIC # 25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674	INSURER B: Travelers Indemnity Company	25658	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Travelers Indemnity Company	25658												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 133446569 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		VTC2KCO5788B20AIND20	8/1/2020	8/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>Total Aggregate</td><td style="text-align: right;">\$ 25,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	Total Aggregate	\$ 25,000,000
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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			VTC2JCAP5788B22320	8/1/2020	8/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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EACH OCCURRENCE	\$																				
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	\$																				
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6P9522772025K UB6P9500382025R	8/1/2020 8/1/2020	8/1/2021 8/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job #018610: Livestock Center, 5125 Race Court, Denver, CO 80216. City of Denver, Elected and Appointed Officials, Employees and Volunteers are Add'l Insured under GL on a primary & non-contributory basis as required by written contract. 30 days notice of cancellation, 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER City and County of Denver 201 West Colfax Avenue Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2020

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PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	CONTACT NAME: PHONE (A/C. No. Ext): 410-337-9755 FAX (A/C. No): E-MAIL ADDRESS: squidley@hmsia.com
INSURER(S) AFFORDING COVERAGE	
INSURED WHITCON-01 The Whiting-Turner Contracting Company 300 East Joppa Road Towson MD 21286	INSURER A : Indian Harbor Insurance Company NAIC # 36940 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1488784626** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Retro Date 07/31/1998			CEO744604302	8/1/2020	8/1/2022	Per Claim Aggregate 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Job #018610 Livestock Center 5125 Race Court Denver, CO 80216

CERTIFICATE HOLDER City and County of Denver 201 West Colfax Avenue Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit G
Insurance Requirements for
Construction

EXHIBIT G
City and County of Denver (CCD)/ National Western Center
Insurance Requirements including participation in the
CCD Rolling Owner Controlled Insurance Program(ROCIP)

1. General Information

The City and County of Denver has arranged for certain construction activities at the National Western Center to be insured under a Rolling Owner Controlled Insurance Program (ROCIP). A ROCIP is a single insurance program that insures the City and County of Denver, the Contractor and Subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the project site. Certain trade contractors and subcontractors are ineligible for this program. See Excluded Parties under the definitions section 3.8.F for a complete list of excluded parties. Insurance requirements will be determined based on the scope of work.

	ROCIP ¹	Auto Liability	Off-site WC	Off-Site General Liability	On-Site WC	On-Site General Liability	Professional Liability	Contractor Pollution Liability
Pre-construction and site wide professional services		√	√	√	√	√	√	
Construction	√	√	√	√				

¹ ROCIP coverage to include on-site WC, on-site General Liability, Builders' Risk, and Contractors Pollution Liability

² Coverage to be based on scope of work. ROCIP not applicable to contractors providing work as described under Excluded Parties

2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Excluded Parties)

Contractor and each Subcontractor and its lower-tier subcontractors shall require all Excluded Parties, as defined in section 3.8.F, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement. Such insurance shall include at minimum:

Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims

Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate, with the City and County of Denver included as Additional Insured.

Business Automobile Liability: Contractor shall maintain Business Automobile

EXHIBIT G - page 2 of 15

Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

Professional Liability (Errors & Omissions): All Contractors and Subcontractors performing design, engineering, or pre-construction work shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

Contractors Pollution Liability: All Contractors and Subcontractors performing demolition, trenching, or excavation work shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the CCD ROCIP. The City retains the right to have this Project insured under an Owner Controlled Insurance Program (CCD ROCIP). Coverage under such CCD ROCP shall be provided for Workers' Compensation & Employer's Liability, General Liability, Excess Liability, Contractors Pollution Liability and Builders Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by the City except as otherwise provided herein.

3.2 Enrollment Required. Parties performing labor or services at the Project Site are eligible to enroll in the CCD ROCIP, unless they are Excluded Parties (as defined herein). Participation in the CCD ROCIP is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and use the forms provided in the CCD ROCIP Insurance Manual to enroll in the CCD ROCIP Insurance Program. When the Contractor and Subcontractors and lower-tier subcontractors are properly enrolled in the CCD ROCIP, the CCD ROCIP Administrator will issue or have issued to the Contractor, Subcontractor and lower-tier subcontractors, prior to their commencing Work on the Project Site, a Certificate of Insurance evidencing the coverages arranged by City.

3.3 Exclusion of Contractor/Subcontractor Insurance Costs from Proposal and Bid Prices. Contractor shall exclude from Contractor's cost of work, and ensure that each Subcontractor of every tier exclude from their cost of work, normal costs for insurance without an ROCIP for those coverages provided under the CCD ROCIP. The calculation of these costs will be determined using the forms found in the CCD ROCIP Insurance Manual. The costs of CCD ROCIP Insurance Coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded other programs. Change orders shall also exclude the cost of ROCIP Coverage. Pre-employment substance abuse testing costs will be covered by the City and should be

removed from bid prices. Drug testing will be more thoroughly discussed in the ROCIP Safety Manual.

3.4 Insurance Premiums. City will pay the insurance premiums for the CCD ROCIP Insurance Coverages. The City is responsible for all adjustments to the premiums and will be the sole beneficiary of all dividends, retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Contractor assigns to the City the right to receive all such adjustments and will require that each subcontractor of every tier assign to City all such adjustments. The Contractor and the Subcontractors who are Enrolled Parties shall execute such further documentation as may be required by City to accomplish this assignment.

3.5 Off Site Operations. The CCD ROCIP will provide certain insurance coverage for the City, Contractor and Enrolled Parties, along with their Eligible Employees performing Work at the Project Site. Off-site operations shall be covered only if designated in writing by the City and when all operations at such site are identified and solely dedicated to the Project. Contractors and Subcontractors are responsible to notify the CCD ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the site unless confirmed in writing by the CCD ROCIP Administrator.

3.6 CCD ROCIP Insurance Manual. As soon as practicable, a CCD ROCIP Insurance Manual will be sent to the Enrolled Party and will become a part of the Contract and Contractor's Subcontract with Subcontractor. The CCD ROCIP Insurance Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its Subcontractors and their lower-tier subcontractors also cooperate with the CCD ROCIP Administrator in providing all information as required in the CCD ROCIP Insurance Manual.

3.7 Conflicts. The descriptions of the CCD ROCIP Insurance Coverages set forth in this Section are not intended to be complete or meant to alter or amend any provision of the actual CCD ROCIP Insurance Policies. The CCD ROCIP Insurance Coverages and Exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages described in the CCD ROCIP Policies and the coverages summarized or described in the CCD ROCIP Insurance Manual, this Section or elsewhere in the Contract Documents, the Coverages and coverage amounts set forth in the actual CCD ROCIP Insurance Policies issued by the CCD ROCIP Insurers shall control. In the event of a conflict between the provisions of this Section and the CCD ROCIP Insurance Manual that does not involve any conflict with the provisions of the actual CCD ROCIP Policies issued by the CCD ROCIP Insurers, then the provisions of this Section shall govern.

3.8 Summary of Insurance Coverage

3.8.A Insurance Provided by the City. Unless otherwise provided herein, prior to commencement of the Work, City, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring the City, Contractor, its Subcontractors and such other persons or

EXHIBIT G - page 4 of 15

interests as City may designate with limits not less than those specified below for each coverage.

Workers' Compensation & Employer's Liability:

Coverage: Statutory limits required by the Workers' Compensation Laws of the State of Colorado:

Part One:	Workers' Compensation:	Statutory Limits
Part Two:	Employer's Liability:	
	Bodily Injury by Accident:	\$2,000,000 each accident
	Bodily Injury by Disease:	\$2,000,000 each employee
	Bodily Injury by Disease:	\$2,000,000 policy limit

General Liability (excluding Automobile Liability and Professional Liability):

Coverage: Third party personal injury, bodily injury and property damage liability

Limits of Liability:

Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Statute of Repose)	\$4,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$300,000
Medical Payments (any one person)	\$10,000

Excess/Umbrella Liability Insurance (limits noted are minimum limits. The City may elect to provide higher limits, based on the size of the Project):

Coverage: Written on a following form basis over the primary policies.

Minimum Limits of Liability:

Each Occurrence	\$150,000,000 or more
General Aggregate (Reinstates Annually)	\$150,000,000 or more
Products/Completed Ops Aggregate	\$150,000,000 or more

Products/Completed Operations coverage will extend to the statute of imitations/repose.

Excess Limits above the first \$150,000,000 may apply to all Projects placed under the CCD ROCIP.

General Liability Insurance Claim Chargeback. A claims charge-back will be assessed for the amount of any loss payable under the CCD ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily

EXHIBIT G - page 5 of 15

injury or property damage liability loss shall be responsible for payment of the charge-back. The charge-back will be calculated on the following sliding scale:

For each Contract per Occurrence:

- \$1,000 for Enrolled Party with contracts up to \$100,000
- \$5,000 for Enrolled Party with contracts between \$100,001 and \$250,000
- \$10,000 for Enrolled Party with contracts between \$250,001 and \$500,000
- \$25,000 for Enrolled Party with contracts over \$500,000

Contractors Pollution Liability Insurance:

The City shall purchase Contractors Pollution Liability arising from claims for pollution incident arising from Work or services performed under contract at or from the designed project site.

Coverage: Liability or responsibility for unexpected and unintended pollution conditions resulting in bodily injury, property damage or environmental damage from pollution conditions caused by covered operations including completed operations. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure.

Limits of Liability:

Each Loss:	\$10,000,000 or more
Policy Aggregate:	\$10,000,000 or more

Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

Contractors Pollution Insurance Claims Chargeback. A claims charge-back will be assessed for the amount of any loss payable under the Contractors Pollution. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the OCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

Builder's Risk Insurance:

The City shall purchase and maintain, Builder's Risk (and/or Installation Floater) in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis (as defined in the Builders' Risk Policy). Such builders risk insurance shall end when the first of the following occurs: 1) the City's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by the City.

Builders' Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage)

EXHIBIT G - page 6 of 15

and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This Builder's Risk Insurance shall cover portion of the Work stored off site, and also portions of the Work in transit.

The City and Contractor shall waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builders risk insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as fiduciary. The City or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, and they subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Builder's Risk Insurance Claims Chargeback. A claims charge-back will be assessed for the amount of any loss payable under the Builder's Risk Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the CCD ROCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

3.8.B Insurance provided by Enrolled Parties. At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits:

Commercial Automobile Liability Insurance for contract work both occurring on-site and off-site with limits of liability not less than:

\$1,000,000 Combined Single Limit

This insurance must apply to all owned, leased, non-owned or hired vehicles to be used in the performance of work. Such insurance shall allow contractor to waive subrogation against the City and/or its representatives and all Contractors and Subcontractors prior to loss or shall include a waiver of the insurer's right of subrogation. Contractor hereby

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waives rights of subrogation against City and/or its representatives and all Contractors and Subcontractors. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

Off-Site Workers' Compensation Insurance, including Employer's Liability with minimum limits of:

- \$1,000,000 Bodily Injury with Accident – Each Accident
- \$1,000,000 Bodily Injury with Disease – Policy Limit
- \$1,000,000 Bodily Injury with Disease – Each Employee

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract. Such insurance (where permissible by law) shall waive subrogation against the City and/or its representatives and all Contractors and Subcontractors.

Off-Site Commercial General Liability Insurance for Contract operations not physically occurring within the Project Site with a limit of liability not less than:

Primary Insurance

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal Injury and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate

Such policy shall include coverage for contractual liability assumed under the Contract, contractors' protective liability, and explosion, collapse and underground property damage hazards. The Policy Form should be CG 00 01 or equivalent. Contractor and Subcontractors of all tiers will be required to provide additional Insured status to the City for general liability policies in the name of:

THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS,
EMPLOYEES AND VOLUNTEERS

The additional Insured status shall provide coverage for the Premises/Operations and Products/Completed Operations exposures and shall indicate that such coverage is primary to any insurance carried by the City.

Professional Liability Insurance (if required based on scope of work)

Contractor shall maintain a Professional Liability policy that shall be primary and non-contributory with any other coverage or self-insurance maintained by the City.

Limits of Liability:

- Each Loss: As required by contract
- Policy Aggregate: As required by contract

3.8.C Contractor Warranties and Agreements

Accuracy of Contractor-provided Information. Contractor warrants that all information submitted to the City or the CCD ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify the City or CCD ROCIP Administrator immediately in writing of any errors discovered during the performance of the work.

Contractor Responsible To Review Coverage. Contractor acknowledges that all references to CCD ROCIP Insurance policy terms, conditions, and limits of liability in this document, as well as the CCD ROCIP Insurance Manual, are for reference only. Contractor and its subcontractors are responsible for conducting their own independent review and analysis of the CCD ROCIP Insurance Coverages in formulating any opinion or belief as to the applicability to such coverage in the event of any loss or potential claim. Any type of insurance or increase of limits not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

Audit. Contractor agrees to make its records available for review and to cooperate with the insurers, the brokers, the City, the Auditor of the City, and the representatives of the aforesaid parties in the event of an audit. In the event that a City audit of Contractor's records, as permitted in the Contract or other CCD ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to City or CCD ROCIP Administrator, or reveals inclusion of costs for the CCD ROCIP Insurance Coverage in any payment for the work, City will have the right to deduct from payments due Contractor all such insurance costs as well as all audit costs.

Insurance Costs Removed. Contractor warrants that the Costs for insurance as provided under the CCD ROCIP were not included in Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order or any request for payment for the Work or extra work.

3.8.D Contractor Obligations

CCD ROCIP Documents shall be provided to Subcontractors. Contractor shall furnish each bidding Subcontractor, vendor, supplier, material dealer or other party a copy of this CCD ROCIP Exhibit and the CCD ROCIP Insurance Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

Timely Enrollment Required. Contractor shall enroll in the CCD ROCIP Insurance Program within five (5) days request by City or its CCD ROCIP Administrator. Contractor shall notify each Subcontractor of the procedure for enrolling in CCD ROCIP and confirm that enrollment is mandatory but not automatic. Contractor shall assure that Subcontractor and its lower-tier subcontractors shall not commence work until verification

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of enrollment is confirmed by the CCD ROCIP Administrator by the issuance of a Certificate of Insurance.

Compliance with Conditions. Contractor shall not violate any condition of the policies of insurance provided by City under the terms of this CCD ROCIP Exhibit or the CCD ROCIP Insurance Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each Subcontractor and their lower-tier subcontractors.

Claims Cooperation. Contractor shall participate in the claim reporting procedures of City's CCD ROCIP Insurance Program. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work required by the Contract, and to cooperate with the Insurer in all claims and demands which City's Insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its Subcontractors and their lower-tier subcontractors comply with any such request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

Monthly Payroll Submission. All Enrolled Parties shall submit monthly payrolls and worker-hour reports to City or CCD ROCIP Administrator on via the CCD ROCIP Administrators on-line Payroll Reporting System as outlined in the CCD ROCIP Insurance Manual. The on-line reporting instructions will be provided to all Contractors at time of enrollment into the CCD ROCIP Insurance Program. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. Payroll must be submitted on-line for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For those Subcontractors and lower-tier subcontractors performing Work under multiple Subcontracts, a separate payroll report is required for each Subcontract under which Work is being performed.

Response to Information Requests. All insurance underwriting, payroll, rating or loss history information requested by City or the CCD ROCIP Administrator shall be provided by the Contractor within three (3) business days of the request. Contractor agrees (and will require each Subcontractor to agree) that City, City's insurer or City's representative may audit the Contractor's or Subcontractor's records and the records of lower-tier subcontractors to confirm the accuracy of all insurance information provided, including, without limitation, any such information that may have any effect on insurance resulting from changes in the Work. At all times during performance of the Contract and Subcontracts, the Contractor, Subcontractor and lower-tier subcontractors shall cooperate with City, CCD ROCIP Administrator and CCD ROCIP insurers.

Responsibility for Safety. Notwithstanding the CCD ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work, including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations,

or by the terms of the CCD ROCIP Safety Manual.

Duty of Care. Nothing herein shall relieve the Enrolled Parties of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with this Contract and subsequent subcontracts.

3.8.E. Notices, Costs

Limitations on City Provided Coverage. City assumes no obligations to provide insurance other than that evidenced by the policies referred to in Paragraph 3.1 and subparagraphs. City, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Paragraph 3.1 and the costs of such insurance shall be paid by City. The CCD ROCIP Insurance Program also does not cover Workers' Compensation claims or Commercial General Liability claims arising from "Off-Site Work."

Contractors Responsible for Own Equipment. Contractors' Equipment insurance for all construction tools and equipment whether owned, leased, rented, borrowed or used on work at the Project Site is the responsibility of the Contractor and/or Subcontractor, and the City shall not be responsible for any loss or damage to tools and equipment. This Contractors' Equipment insurance shall contain a waiver of subrogation against City and/or its representatives and all approved Contractors and Subcontractors. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless City and/or its representatives and other Enrolled Parties for damage to tools and equipment.

No Release; No Waiver of Immunity. The provision of the CCD ROCIP shall in no way be interpreted as relieving CM or any Subcontractor of any responsibility or liability under the Contract Documents, the CCD ROCIP Insurance Policies, or Applicable Laws, including, without limitation, Contractor's and Subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City, its officers, officials and employees.

City Right to Withhold Payments. In addition to any other rights of withholding that City may have under the Contract Documents, City has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any Subcontractor to comply with the requirements of this Exhibit or the CCD ROCIP Insurance Manual. City may withhold from any payment owing to Contractor the Costs of CCD ROCIP Insurance Coverages if included in a request for payment. Such withholding by City shall not be deemed to be a default under the Construction Contract. City shall withhold from Contractor the Costs of CCD ROCIP Insurance Coverages attributable to an increase in

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an Enrolled Party's total payroll for the Work over the amount reported to City and CCD ROCIP Administrator at time of enrollment in the CCD ROCIP Insurance Program.

City Remedies. Without limitation upon any of City's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit or the CCD ROCIP Insurance Manual shall be deemed a material breach of the Construction Contract, thereby entitling City, at its option, upon notice to Contractor, to suspend performance by Contractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) or terminate this Construction Contract for cause.

Off-Site Storage. Unless otherwise provided in the Contract Documents, the property insurance provided by the City shall not cover portions of the Work stored off the Site without written approval of the City. Contractor shall be responsible for reporting such property or work if ownership has been transferred to the City. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.

Partial Occupancy. Partial occupancy or use shall not commence until the insurance company or companies providing Builders Risk and/or Property Insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

City Right to Exclude Parties from the CCD ROCIP Insurance Program. City reserves the right to exclude any Subcontractor from the CCD ROCIP Insurance Program, before or after enrollment by the Subcontractor into the CCD ROCIP Insurance Program. If City elects to exclude a Subcontractor from the CCD ROCIP Insurance Program, the Contractor will be responsible for ensuring the insurance coverages outlined in the Contractor's Subcontract Agreement are provided to the City or CCD ROCIP Administrator before the Subcontractor can begin or resume work on the Project.

City's Right to Modify or Discontinue the CCD ROCIP Insurance Coverages. If the City determines that modification or discontinuation of the ROCIP is in the best interest of all parties, the Contractor and Subcontractor will receive sixty (60) days notice to secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the RROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any Subcontractor to comply with the requirements of the Contract Documents or CCD ROCIP Reference Guide, the costs of such replacement insurance shall be deemed a Cost of Work for which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer issuing such replacement insurance shall be subject to the City's prior written approval.

City Right to Purchase Other Coverages. The City reserves the right at its option, and without obligation to do so, to furnish other insurance coverage of various types and limits if such coverage is not less than that specified in the Contract Documents to be provided by the City. Apart from the CCD ROCIP Insurance Coverages, the City may at its option purchase additional insurance coverages that insure the Project that may not necessarily

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insure the Contractor or the Subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.

3.8.F. Definitions

Certificate of Insurance:	Evidence of the insurance coverage afforded under the CCD ROCIP. Also, evidence of insurance coverage provided by Enrolled Parties for automobile liability, offsite exposures, and any additional insurance requirements that may be required by CCD.
City:	City and County of Denver (CCD)
Contract:	The written agreement between the City and County of Denver and Lead Contractor describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between a Contractor and any tier of subcontractor.
Lead Contractor:	The Contractor that the City and County of Denver enters directly into a formal Contract for work performed at the Project Site.
Contractor insurance cost	The Costs of ROCIP Coverage is defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to the ROCIP Program.
Rolling Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for the City, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
Eligible Employees:	Employees of Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
Enrolled Parties:	The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
Excluded Parties:	Parties not covered by the ROCIP because of ineligibility. No insurance coverage provided by City under the ROCIP shall extend to the activities or products of the following:

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- (1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s);
- (2) Hazardous materials remediation, removal, or transportation companies and their consultants;
- (3) Any architect, engineer or surveyor and their consultants except when approved by City;
- (4) Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;
- (5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;
- (6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason;
- (7) Persons or entities who are not enrolled parties or included as insureds within the policies;
- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or
- (9) Any other person or entity specifically excluded by City, in its sole discretion, from participation as Enrolled Parties.

Insured:
(liability policies)

The City, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.

Insurers

Those Insurance Companies providing the ROCIP insurance coverage. The Insurers will be identified in the ROCIP Manual.

Net Bid:

Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.

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ROCIP Administrator: Arthur J. Gallagher, the insurance services firm selected by the City to administer the ROCIP and provide insurance brokerage services as required.

ROCIP Manual A reference document provided to contractors of all tiers, which summarizes the terms and provisions of the ROCIP and provides information about compliance with ROCIP requirements.

ROCIP Safety Manual A reference document provided to contractors of all tiers which contains workplace safety requirements of all enrolled parties.

Off-Site Work Work performed away from the Project Site.

Payroll: For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.

Policy Owner: The City and County of Denver

Project: The Project as defined in the contract documents and as described in the Declarations of the CCD ROCIP policies.

Project Site: Means those areas designated in writing by the City and County of Denver in a Contract document for performance of the Work and such additional areas as may be designated in writing by the City and County of Denver for Contractors' use in performance of the Work. Subject to the ROCIP Insurers written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by the City and County of Denver, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the CCD ROCIP Worker's Compensation policy (if included) , but excluding any permanent locations of Contractor or such covered Subcontractors.

Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the CCD ROCIP Policy (ies).

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- Subcontract:** The written agreement between Contractor and Subcontractor, or between Subcontractor and a lower tier Subcontractor, describing the Work, Subcontract Terms and Conditions, or a portion thereof.
- Subcontractor:** Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Sites and any of these Subcontractor's lower-tier subcontractors.
- Work:** Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

Exhibit H
Site Boundary

Exhibit H – Site Boundaries



Approximate
Limits of
Construction