

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** is made and by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, acting on behalf of its Department of Finance (the “**City**”), and **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC**, a Delaware limited liability company, registered to conduct business in Colorado, whose business address is 2850 Golf Road, Rolling Meadows, Illinois 60008 (“**Contractor**”) (collectively the “**Parties**”).

### WITNESSETH:

**WHEREAS**, the City desires to obtain professional consulting and brokerage services and management of policy premiums for the National Western Center’s (“**NWC**”) next Rolling Owner Controlled Insurance Program (ROCIP III) for construction projects beginning and ending between 2025-2030 (the “**Services**”); and

**WHEREAS**, Contractor is qualified, willing, and able to perform the Services, as set forth in this Agreement in a timely, efficient, and economical manner; and

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

#### 1. LINE OF AUTHORITY:

This Agreement is entered into pursuant to the Authority vested in the Department of Finance and its Chief Financial Officer (“**Executive Director**”). The Executive Director designates the Director of Risk Management (the “**Director**”) to direct and oversee Consultant’s services provided pursuant to this agreement. The Director may identify Risk Management employees to direct and coordinate the provision of services on a day-to-day basis.

#### 2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

**A. Scope of Services.** Contractor shall provide professional services and deliverables for the City as designated by the Director, from time to time and as described in the attached **Exhibit A (“Scope of Work”)**, in accordance with the schedules and budgets set by the City.

**B. Standard of Performance.** Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

**C. Time is of the Essence.** Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

#### **D. Subcontractors.**

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the Director. Contractor shall request the Director's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The Director shall have the right to reject any proposed outside subcontractor deemed by the Director to be unqualified or unsuitable for any reason to perform the proposed services. The Director shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

### **3. OWNERSHIP AND DELIVERABLES:**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information

requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

#### **4. TERM AND TERMINATION:**

**A. Term.** The Term of this Agreement shall commence on **October 1, 2025** and shall expire on **October 1, 2030** unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

**B.** If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the Director, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the Director.

#### **C. Suspension and Termination.**

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in this Agreement shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

- a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the

reasonable cost of only those services performed to the satisfaction of the Director prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

**D. Remedies.** In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

## **5. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the maximum amount payable pursuant to this Agreement shall not shall not exceed of the sum of **EIGHT MILLION DOLLARS AND ZERO CENTS (\$8,000,000.00)** ("Maximum Contract Amount"). The Maximum Contract Amount includes an insurance policy premium, of **FIVE MILLION NINE HUNDRED FIFTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$5,954,000.00)**, a loss fund of **ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,650,000.00)**, and a broker fee of **THREE HUNDRED NINETY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$396,000.00)** as described in **Exhibit B, Pricing and Rates**.

**B. Limited Obligation of City.** The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement

nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

**C. Payment.** Subject to the Maximum Contract Amount, the City shall pay insurance policy premiums per carrier terms and upon receipt of an invoice from Contractor. Loss Fund payments and Broker Fee shall be paid in sixteen quarterly payments or as otherwise agreed to in writing between the parties. Travel and any other expenses are not reimbursable.

## **6. WAGES AND PROMPT PAYMENT:**

**A. Compliance with Denver Wage Laws.** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**B. City Prompt Pay.** The City will comply with applicable provisions of the City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118.

## **7. INSURANCE REQUIREMENTS:**

**A. 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 and any extension thereof. 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-VI" or better. The General Liability policy shall require notification to the City in the event the policy is 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. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation or non-renewal to the parties identified in the Notices section by mail within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. 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.

**B. Proof of Insurance.** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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.

**C. Additional Insureds.** For Commercial General Liability, Cyber, and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation.** For all coverages required under this Agreement, with the exception of Professional Liability, and Cyber if requested Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors and Subconsultants.** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

**F. Workers' Compensation and 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.

**G. Commercial General Liability.** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

**I. Professional Liability (Errors & Omissions).** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in



force, or a Tail policy placed, for two (2) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

**J. Cyber Liability.** Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for two (2) years.

## **8. DEFENSE AND INDEMNIFICATION:**

**A.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the 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 relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

**B.** Contractor’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City’s negligence or willful misconduct was the sole cause of claimant’s damages.

**C.** Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of **two hundred dollars and no cents (\$200.00)** per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.

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

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

**9. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

**10. GENERAL TERMS AND CONDITIONS:**

**A. Status of Contractor.** Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

**B. Assignment.** Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Director. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Director, automatically terminate this Agreement and all rights of Contractor hereunder.

**C. Compliance with all Laws and Regulations.** Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

**D. Compliance with Patent, Trademark and Copyright Laws.**

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all third party claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

**E. Notices.**

i. Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:



If to the City at:

Executive Director for the Department of Finance or Designee  
201 W. Colfax Avenue, 9<sup>th</sup> Floor  
Denver, Colorado 80202

Director of Risk Management or Designee  
201 W. Colfax Avenue, Suite 1105  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City's direction.

**F. Rights and Remedies Not Waived.** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

**G. No Third-Party Beneficiaries.** The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be

strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

**H. Governing Law.** This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

**I. Bond Ordinances.** This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

**J. Venue.** Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

**K. Cooperation with Other Contractors.**

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

**L. Inurement.** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

**M. Force Majeure.** The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

**N. Coordination and Liaison.** Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Director or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

**O. No Authority to Bind City to Contracts.** Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

**P. Information Furnished by the City.** The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

**Q. Severability.** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**R. Taxes and Costs.** Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

**S. Non-Exclusive Rights.** This Agreement does not create an exclusive right for Contractor to provide the services described herein. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party, including the City itself, as to the privileges of the parties under their respective agreements, Director shall determine the privileges of each party and Contractor agrees to be bound by Director's decision.

## **11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:**

**A. No Discrimination in Employment.** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

**B. Advertising and Public Disclosures.** Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Director or their authorized representative. Any oral presentation or written materials related to City shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the Director in advance of the date and time of any such presentations. Nothing herein, however,

shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the Director, any member or members of Denver City Council, and the Auditor.

### **C. Colorado Open Records Act.**

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of **two hundred dollars and no cents (\$200.00)** per hour of City Attorney time.

### **D. Examination of Records and Audits.**

i. 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 audit 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.

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the Director, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

**E. Use, Possession or Sale of Alcohol or Drugs.** Contractor shall cooperate and comply with the provisions of Denver 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 barring Contractor from City facilities or participating in City operations.

**F. City Smoking Policy.** Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

**G. Conflict of Interest.**

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given

Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work for the City on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the Director in their sole discretion, may terminate the Agreement for cause or for its convenience.

## 12. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

**A. Attachments.** This Agreement consists of Section 1 through 13 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A: Scope of Work.  
Exhibit B: Pricing/Rates.  
Exhibit C: COI.

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 13 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Section 1 through Section 13 hereof  
Exhibit A  
Exhibit B  
Exhibit C

## 13. CITY EXECUTION OF AGREEMENT:

**A. City Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

**B. Electronic Signatures and Electronic Records.** Contractor consents to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**[SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:**  
**Contractor Name:**

FINAN-202580471-00  
ARTHUR J GALLAGHER RISK MANAGEMENT  
SERVICES, LLC

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

FINAN-202580471-00  
ARTHUR J GALLAGHER RISK MANAGEMENT  
SERVICES, LLC

By:

DocuSigned by:



B15A20F61596477

Name:

Tim Fyock

(please print)

Title:

Area President

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

**Exhibit A**  
**City and County of Denver (City)**  
**Rolling Owner Controlled Insurance Program (ROCIP) III**  
**(National Western Center - Scope of Work)**

**Service requirements include but are not limited to the following:**

**1. ROCIP Brokerage Services:**

a. Working with the City and County of Denver's Division of Risk Management and Workers' Compensation (Risk) and the Mayor's National Western Center Office (NWCO), gather data necessary to prepare a compressive underwriting submission to potential markets. Develop a final ROCIP marketing specification providing the broadest available protection and appropriate coverage at the most economical price. Specifications to be presented to qualified markets. In-person or virtual meetings with underwriters, Risk, and NWCO may be included.

b. Evaluate and negotiate insurer proposals to identify the best ROCIP solution including appropriate coverage terms, conditions and pricing. Provide a written proposal to the City outlining proposed coverage.

c. Obtain insurance quotations for additional construction-related insurance coverage outside the ROCIP as may be requested by Risk.

d. Verify the accuracy of rates and premiums. Assist in establishing estimated costs including payroll, and cash flow models.

e. Review all insurance audits to verify accuracy.

f. Review and verify policy, binder, certificate and endorsement wording for accuracy. Confirm that all negotiated coverage enhancements and provided and obtain revisions in such documents when needed.

g. Promptly submit all policies and endorsements to Risk.

h. Oversee and coordinate all services provided by ROCIP underwriters and insurance service providers.

i. Assure that all coverages are placed with financially stable insurers.

j. Provide assistance with project close out including audit of final costs, verification of outstanding liabilities, and recovery of unused loss funds.

k. It is the City's desire the chosen ROCIP Broker/Administrator provide support services through the closeout of the ROCIP including potential claims activity under the completed operations portion of the coverage. It is anticipated that this period will extend out to the statute of repose which is 8 years in the State of Colorado.

**2. ROCIP Administration:**

a. Assure ROCIP program complies with all relevant laws and regulations, including reporting, contractor safety screening and establishment of required programs.

b. Determine and communicate eligibility for enrollment for all construction contractors in the ROCIP.

c. Establish and communicate close out procedures.

- d. Work with Risk to prepare and distribute an ROCIP manual to all enrolled contractors and pre-bid materials explaining the ROCIP to prospective bidders.
- e. Assist Risk in explaining program to contractors and provide assistance in preparing forms and completing the insurance cost identification worksheet. May be asked to attend pre-bid conferences and pre-construction meetings to explain the program and answer questions.
- f. Review contractor enrollment documents including insurance cost calculation worksheets to verify contractors have removed insurance costs from the bids as appropriate. Account for savings to the City and prepare periodic reports reflecting accumulated savings. Participate in discussions with contractors as required to assure that proper insurance costs are deducted from bids and all change orders.
- g. Obtain required payroll information from contractors on a monthly basis and follow up with contractors to obtain delinquent or missing payroll reports.
- h. Issue certificates of insurance for general liability and policies for workers' compensation to all enrolled construction contractors.
- i. Issue evidence of insurance as required to third parties.
- j. Assure that all required workers' compensation reports are submitted to appropriate agencies.
- k. At contractor enrollment, verify compliance by contractor and all other parties including consultants, with insurance requirements for exposures outside the ROCIP (e.g., automobile liability, off-site general liability, professional liability etc.).
- l. Meet with Risk or other designated representative no less than quarterly to discuss ROCIP administration issues, claims, safety, loss trends and other matters affecting the ROCIP.
- m. Attend occasional meetings with management or other persons as requested.
- n. Work with Risk to prepare an annual stewardship report, including a summary of past activity, action plans, and anticipated goals for the coming contract period before the beginning of each year of service, including at a minimum:
  - Insured program earned premiums and incurred losses by year by coverage line,
  - Identified problem areas such as claim handling, safety hazards, uninsured risks, etc.,
  - Services performed and planned,
  - Safety statistics such as DART rate, loss rate, and TCIR,
  - Program Savings as verified by identification of contractor-removed insurance costs in construction bids.
- o. Maintain confidential all information provided pursuant to the contract, and return any written, computer-generated or other tangible documentation or proprietary information to Risk upon request or at the termination of the contract. Administrator shall not permit reproduction or use of confidential information except as authorized by Risk. Documents generated, provided or prepared on behalf of Risk are the property of Risk and must be turned over to Risk upon request in the form(s) requested.
- p. Inform Risk immediately of any proposed changes of the individuals assigned to the administration unit and provide the qualifications of the prospective individuals. Such changes shall be made subject to agreement with Risk.

q. Recommend appropriate contractor deductible obligations for each line of coverage; identify loss situations in which such deductibles shall apply; invoice contractors for appropriate deductible obligations; pursue to the extent necessary and recover deductible amounts from contractors and submit recovery checks to Risk.

r. Ensure the ROCIP insurer provides accurate claims and payroll information by individual contractor to the State Worker's Compensation Rating Bureau for promulgation of EMRs. Develop a system to assure that claims are assigned to the contractor involved in the loss and to avoid claim allocation errors.

s. At program end, prepare a closeout report documenting savings and success of the ROCIP. In addition, the administrator shall perform the following:

- a. Obtain final payroll information
- b. Assist in resolving all outstanding claims
- c. Audit any return premium calculation
- d. Assist in any negotiations with insurers regarding reserves even though claim closures may occur long after project completion or broker services contract expiration.
- e. Assist in reduction of the letter of credit or return of collateral even after project completion or broker services contract expiration.

### **3. Loss Control Services**

a. Work with Risk, the program manager, and the construction managers on developing a comprehensive loss control program for the ROCIP.

b. Review contractor site-specific safety plans and determine that contractor site safety plans meet or exceed the minimum requirements of the master safety plan including all appropriate laws and regulations. Conduct periodic meetings with contractor and program manager-provided safety personnel to coordinate the safety effort for the various projects enrolled in the ROCIP.

c. Provide an on-site safety coordinator to conduct once each month: site inspections, issue inspection reports, monitor recommendations and conduct specialized contractor training as needed, based on identified exposures or losses throughout the five year contract. The on-site safety coordinator must be an experienced loss control professional with a minimum 5 years on-site ROCIP experience. These required activities and site visits are in addition to any safety services provided by the ROCIP insurer.

d. Review and comment on insurer loss control activities and oversee their safety activities to ensure contracted services are being conducted as appropriate.

e. Monitor loss runs to identify developing loss trends. Recommend corrective action as appropriate. Regularly calculate and communicate safety statistics to Risk and its consultant such as DART rate, loss rate, and TCIR.

f. Identify the need for and provide a resource for safety training programs for contractor personnel. Examples include but are not limited to confined space entry, crane operation, personal protective equipment use, and others.

### **4. Risk Management Information Systems**

a. Maintain accurate ROCIP administration data on an accident date basis and provide Risk with a monthly status report to include the following:

b. Rosters of enrolled and non-enrolled contractors, including start-up and completion dates and identifying general-subcontractor relationships,

c. Payroll and man hours by contractor,

d. A compliance exception report identifying contractors not submitting required payroll, insurance compliance, enrollment or closeout forms,



- e. A report of contractor insurance credits as calculated from the insurance cost identification worksheets, \*Applied deductibles and recoveries (by contractor and for third parties).
- f. Provide any training to Risk staff or its consultant pertaining to the RMIS system utilized for the project.

## **5. Claims**

- a. Develop and implement ROCIP claim reporting procedures. Assist the ROCIP insurers in the timely adjustment and settlement of claims and losses and advise Risk on coverage application to specific loss situations.
- b. Inform Risk and its consultants of all new claims or changes in reserves for all workers' compensation and general liability losses.
- c. Provide monthly loss information in an acceptable format to Risk and its consultant.
- d. Provide, or assure that the ROCIP insurer provides, workers' compensation claim management services to include designated nearby medical providers, case management, crisis management, rehabilitation and other services.
- e. Provide third-party recovery and subrogation management to the extent losses occur within any self-insured retention or program deductible.
- f. Manage all claims related to the ROCIP from claim inception to final closure even though claim closures may occur long after project completion or broker services contract expiration.
- g. Organize and conduct semi-annual claim reviews with Risk and appropriate construction contractors who have outstanding losses.



## Exhibit B- Pricing/Rates.

The Risk Management and Workers' Compensation Division of the City and County of Denver recommends continuation of a Rolling Owner Controlled Insurance Program (ROCIP) to cover exposures of the National Western Center during the course of redevelopment. A ROCIP has been used for construction of prior National Western Center construction. This Resolution Request is for a new ROCIP covering construction work on the equestrian center, hotel, parking garage, and select other qualifying projects. The ROCIP shall include the following insurance policies, purchased/managed by the City and covering all construction work and enrolled construction workers on the project:

Coverage	Carrier	Estimated NTE Premium	Limit	Loss Fund Requirement	Payment Terms
Workers' Compensation & Employers Liability	Zurich	\$900,000	Statutory/ \$200,000,000	\$1,650,000	Paid in 16 quarterly installments (\$130k loss control fee paid annually)
Commercial General Liability	Zurich	\$1,329,000	\$2M per occurrence/ \$4M aggregate	Included in the above	Paid in 16 quarterly installments
Primary Excess	Zurich	\$625,000	To \$10,000,000	None	Paid at policy inception
Excess (2 <sup>nd</sup> Layer)	TBD	\$535,000	To \$25,000,000	None	Paid at policy inception
Excess (3 <sup>rd</sup> Layer)	TBD	\$450,000	To \$50,000,000	None	Paid at policy inception
Excess (4 <sup>th</sup> Layer)	TBD	\$415,000	To \$150,000,000	None	Paid at policy inception
Builder's Risk	Zurich	\$1,400,000	Project Construction Value	None	Paid in annual installments
Contractor's Pollution	TBD	\$300,000	\$25,000,000	None	Paid at policy inception

**Estimated Insurance Policy Premium:** \$5,954,000  
**Loss Fund:** \$1,650,000  
**Broker Fee:** \$396,000  
**Total Estimated:** \$8,000,000

**Broker:** Arthur J. Gallagher  
**Term:** 2025 – 2030; 8 year completed operations (general liability, excess liability, contractor's pollution)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2025

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza Ste 1500 Chicago IL 60606	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 312-704-0100 <b>FAX (A/C, No):</b> 312-803-7443 <b>E-MAIL ADDRESS:</b> <table border="1"> <tr> <th data-bbox="816 426 1430 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1430 426 1578 449">NAIC #</th> </tr> <tr> <td data-bbox="816 449 1430 478">INSURER A : Arch Insurance Company</td> <td data-bbox="1430 449 1578 478">11150</td> </tr> <tr> <td data-bbox="816 478 1430 508">INSURER B : Arch Indemnity Insurance Company</td> <td data-bbox="1430 478 1578 508">30830</td> </tr> <tr> <td data-bbox="816 508 1430 537">INSURER C :</td> <td data-bbox="1430 508 1578 537"></td> </tr> <tr> <td data-bbox="816 537 1430 567">INSURER D :</td> <td data-bbox="1430 537 1578 567"></td> </tr> <tr> <td data-bbox="816 567 1430 596">INSURER E :</td> <td data-bbox="1430 567 1578 596"></td> </tr> <tr> <td data-bbox="816 596 1430 625">INSURER F :</td> <td data-bbox="1430 596 1578 625"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Arch Indemnity Insurance Company	30830	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
<b>INSURED</b> Arthur J Gallagher, LLC 6200 S Syracuse Way Suite 220 Greenwood Village, CO 80111															

**COVERAGES** **CERTIFICATE NUMBER:** 913024792 **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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		41GPP4938418	10/1/2025	10/1/2026	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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			41CAB4938318 41CAB4939018	10/1/2025 10/1/2025	10/1/2026 10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	44WCI0501918 41WCI4938118	10/1/2025 10/1/2025	10/1/2026 10/1/2026	<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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured solely with respects to General Liability policy as evidenced herein as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City and County of Denver  
 201 W Colfax Ave, Dept 1010  
 Denver, CO 80202

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)

9/28/2025

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.

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<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza Ste 1500 Chicago IL 60606	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 312-704-0100 <b>FAX (A/C, No):</b> 312-803-7443 <b>E-MAIL ADDRESS:</b> certrequests@ajg.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Arthur J Gallagher & Co and its Subsidiaries 2850 West Golf Road Rolling Meadows, IL 60008	ARTHJGA113 <b>INSURER A:</b> Lexington Insurance Company <b>INSURER B:</b> XL Specialty Insurance Company <b>INSURER C:</b> Underwriters at Lloyd's London <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>NAIC #</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1542928814**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>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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A	Errors & Omissions			018415132	10/1/2025	10/1/2026	Per Claim/Aggregate \$12,000,000
B	Excess Errors & Omissions			ELU20648725	10/1/2025	10/1/2026	Per Claim/Aggregate \$10,000,000
C	Excess Errors & Omissions			FI0121925	10/1/2025	10/1/2026	Per Claim/Aggregate \$13,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Coverage extends to: Arthur J. Gallagher, LLC, 6200 South Syracuse Way, Suite 220, Greenwood Village, CO 80111

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Denver  
 201 W Colfax Ave, Dept 1010  
 Denver, CO 80202

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)

7/31/2025

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.

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<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza STE 1500 Chicago IL 60606	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 312-704-0100 <b>FAX (A/C, No):</b> 312-803-7443 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER B : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER C : Beazley Insurance Company, Inc.</td> <td>37540</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(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Company	36940	INSURER B : Lexington Insurance Company	19437	INSURER C : Beazley Insurance Company, Inc.	37540	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Arthur J Gallagher & Co and its Subsidiaries 2850 West Golf Road Rolling Meadows, IL 60008	ARTHJGA113														

**COVERAGES****CERTIFICATE NUMBER:** 507486963**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>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						X    PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B C	Cyber Liability - Claims Made Excess Cyber - Claims Made Excess Cyber - Claims Made			MTP904630502 013012304 V2933A240901	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	Aggregate/Per Claim: \$10,000,000 Aggregate/Per Claim: \$10,000,000 Aggregate/Per Claim: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage extends to: Arthur J Gallagher, LLC 6200 South Syracuse Way, Suite 220 Greenwood Village, CO 80111

**CERTIFICATE HOLDER****CANCELLATION**
 City and County of Denver  
 201 W Colfax Ave, Dept 1010  
 Denver, CO 80202

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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