

APPENDIX 25

MISCELLANEOUS FORMS

- 25-A Form of Early Design Work Payment Application
(Section 2.3.2.3 of the Agreement)
- 25-B Form of Unconditional Waiver and Release of Liens and Payment Bond Rights
(Sections 5.9.2.6(a) and 5.10.2.6(a) of the Agreement)
- 25-C Form of Conditional Waiver and Release of Liens and Payment Bond Rights
(Sections 5.9.2.6(b) and 5.10.2.6(b) of the Agreement)
- 25-D Form of Relief Event Claim
(Section 11.2.10.2 of the Agreement)
- 25-E Form of Invoice for Payment of Compensation for Compensation Events
(Section 11.5.3 of the Agreement)
- 25-F Form of Developer Change Proposal
(Section 12.2.1 of the Agreement)
- 25-G Form of Progress Payment Application
(Section 13.1.3 of the Agreement)
- 25-H Form of Invoice for Bonus Payment
(Section 13.2.3 of the Agreement)
- 25-I Form of Invoice for Termination Compensation
(Section 21.9.1 of the Agreement)

APPENDIX 25-A

FORM OF EARLY DESIGN WORK PAYMENT APPLICATION

(Section 2.3.2.3 of the Agreement)



**CITY AND COUNTY OF
DENVER**

**DEPARTMENT OF
AVIATION**

**DENVER
INTERNATIONAL
AIRPORT**

Date of Invoice: _____

Contract No.: _____

Contract Title: _____

Developer: _____

Application for Early
Design Work Payment
No.: _____

For the Period: _____ to _____

Reference is made to the Development Agreement, dated as of [____], 2017 (as amended, the “**Agreement**”) between the City and County of Denver, through and on behalf of its Department of Aviation (the “**Owner**”) and Denver Great Hall LLC (“**Developer**”). Capitalized terms defined in the Agreement and not otherwise defined herein are used herein as defined in the Agreement.

Pursuant to Section 2.3.2.3 of the Agreement, Developer hereby requests an Early Design Work Payment in the amount of \$[____] from the Owner.

Developer submits this invoice to the Owner with the following information attached hereto:

- (a) The amount of the Early Design Work Payment requested pursuant to this application, equaling the progress of the Early Design Work completed in the relevant month, as measured against the schedule set forth in Appendix 2-F of the Agreement;
- (b) The aggregate amount of Early Design Work Payments previously paid by the Owner to Developer; and
- (c) Identification of the number of hours of Early Design Work performed in the relevant month, including the names, classifications, and hourly rates of individuals who have performed such work, together with the dates and hours when the services were performed, a brief description of the services performed, and any other supporting documentation establishing the hours.

Developer hereby certifies that the amounts and supporting documents and information attached hereto are accurate and complete.

Developer requests that payment be remitted to **[insert relevant information]**.

NAME

SIGNATURE/TITLE

DATE

APPENDIX 25-B

**FORM OF UNCONDITIONAL WAIVER AND RELEASE OF LIENS AND PAYMENT
BOND RIGHTS**

(Sections 5.9.2.6(a) and 5.10.2.6(a) of the Agreement)



CITY AND COUNTY OF DENVER

DEPARTMENT OF AVIATION

DENVER INTERNATIONAL AIRPORT

Project: _____

Date: _____

City Contract No. _____

Contractor Contract No. _____

FROM:

Contractor: _____

Dated: _____, 20 __

Last Progress Payment for billing
period ending _____, 20 __

Address: _____

City/State: _____

\$ _____

Telephone: _____

Total Paid to Date:

TO:

Developer: _____

\$ _____

Address: _____

City/State: _____

() MBE () WBE () None

The undersigned Contractor (the "Undersigned") hereby certifies that all costs, charges or expenses incurred by the Undersigned or on behalf of the Undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced contract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the Undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the Undersigned's Work Effort on the above referenced Project have been duly paid in full.

The Undersigned hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment for all labor, services, materials and supplies which the Undersigned has provided for use in and upon the Project described above through _____, 20____ and, (2) hereby releases the Developer, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date.

The Undersigned also hereby agrees that the Developer, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above Project.

As additional consideration for the payments referenced above, the Undersigned agrees to defend, indemnify and hold harmless the City and County of Denver, its officers, employees, agents and assigns and the above-referenced Developer from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City and County of Denver or the Developer which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and County of Denver and the referenced Developer.

The foregoing shall not relieve the Undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Contractor: _____

Certified by: _____

Title: _____

Date: _____

APPENDIX 25-C

**FORM OF CONDITIONAL WAIVER AND RELEASE OF LIENS AND PAYMENT
BOND RIGHTS**

(Section 5.9.2.6(b) and 5.10.2.6(b) of the Agreement)



CITY AND COUNTY OF DENVER

DEPARTMENT OF AVIATION

DENVER INTERNATIONAL AIRPORT

Project: _____

Date: _____

City Contract No. _____

Contractor Contract No. _____

FROM:
Contractor: _____

Dated: _____, 20 __

Last Progress Payment for billing
period ending _____, 20 __

Address: _____

City/State: _____

\$ _____

Telephone: _____

TO:
Developer: _____

Address: _____

City/State: _____

() MBE () WBE () None

This Conditional Waiver and Release of Liens and Payment Bond Rights is effective only upon the undersigned Contractor's (the "Undersigned's") receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, will constitute full payment for all labor, services, materials and supplies which the Undersigned has provided for use in and upon the Project described above through _____, 20____.

The Undersigned hereby certifies that all costs, charges or expenses incurred by the Undersigned or on behalf of the Undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced contract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the Undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the Undersigned's Work Effort on the above referenced Project have been duly paid in full.

The Undersigned hereby releases the Developer, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date.

The Undersigned also hereby agrees that the Developer, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above Project.

As additional consideration for the payments referenced above, the Undersigned agrees to defend, indemnify and hold harmless the City and County of Denver, its officers, employees, agents and assigns and the above-referenced Developer from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City and County of Denver or the Developer which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and County of Denver and the referenced Developer.

The foregoing shall not relieve the Undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Contractor: _____

Certified by: _____

Title: _____

Date: _____

APPENDIX 25-D

FORM OF RELIEF EVENT CLAIM

(Section 11.2.10.2 of the Agreement)



**CITY AND COUNTY OF
DENVER**

**DEPARTMENT OF
AVIATION**

**DENVER INTERNATIONAL
AIRPORT**

Date of Claim: _____

Contract No.: _____

Contract
Title: _____

Developer: _____

Relief Event
Claim No. _____

Reference is made to the Development Agreement, dated as of [____], 2017 (as amended, the “**Agreement**”) between the City and County of Denver, through and on behalf of its Department of Aviation (the “**Owner**”) and Denver Great Hall LLC (“**Developer**”). Capitalized terms defined in the Agreement and not otherwise defined herein are used herein as defined in the Agreement.

Pursuant to Section 11.2 of the Agreement, Developer hereby requests relief from the Owner as articulated herein.

Developer submits this claim to the Owner with the following information attached hereto:

- (a) The specific monetary compensation, time extension and/or other relief sought;
- (b) Full details of the Relief Event, including its nature, the date of its occurrence, its duration (to the extent that the Relief Event and the effects thereof have ceased or estimated duration to the extent that the Relief Event and the effects thereof have not ceased) and the portions of the Work affected;
- (c) Identification of all pertinent documents and the substance of any oral communications, if any, relating to the Relief Event and the name of the person or persons making such material oral communications;
- (d) Identification of the particular provisions of the Agreement that are claimed to entitle Developer to the compensation, time extension and/or other relief sought, and a statement that sets forth the reasons why such provisions entitle Developer to such

compensation, time extension and/or other relief. If relevant to the Relief Event Claim, Developer shall identify the provisions of the Contract Documents which the Owner has allegedly failed to perform or observe and the actions constituting such failure;

- (e) If Developer requests a time extension, Delay Costs and/or compensation under Section 11.4 of the Agreement, a detailed analysis of the Relief Event Delay, including its impact on the Project Schedule and the number of days by which Developer's ability to meet any applicable Completion Deadline has been delayed and if compensation is sought under Section 11.4 of the Agreement, any impact of the Relief Event Delay on: (1) the Project Debt draw down schedule (if applicable), funding and release of reserves, financing costs and debt service profile (including debt interest payments due and accrual of interest); and (2) the Committed Equity Investment draw down schedule, Developer's dividend profile and Equity IRR, in each case to the minimum extent required for Developer to avoid breaching its minimum debt covenants under the Funding Agreements as a result of the Relief Event Delay while maximizing Equity IRR, taking into account the compensation sought under Section 11.4 of the Agreement;
- (f) If the Relief Event Claim is in respect of a Compensation Event, a detailed, itemized estimate of all amounts claimed under Sections 11.3.3 and 11.4 of the Agreement, broken down into the Direct Costs identified in Appendix 11 of the Agreement, if applicable;
- (g) If Developer requests relief under Section 11.3.1 of the Agreement, the effect of the Relief Event on Developer's ability to perform any of its obligations under the Contract Documents that would otherwise result in accrual of Noncompliance Point(s), Noncompliance Instances, assessment of monetary deductions under Appendix 10 of the Agreement, or occurrence of a Developer Default, in each case including details of the relevant obligations, the effect on each such obligation, the likely duration of that effect and the specific relief sought;
- (h) An explanation of the measures that Developer has previously taken to prevent, and proposes to undertake to mitigate, the costs, delay and other consequences of the Relief Event; and
- (i) The type and amount of insurance that may be applicable and amounts that have been or are anticipated to be collected under such insurance.

The Developer's Authorized Representative hereby certifies that the supporting documents and information attached hereto are accurate, truthful and complete.

NAME

SIGNATURE/TITLE

DATE

APPENDIX 25-E

**FORM OF INVOICE FOR PAYMENT OF COMPENSATION FOR COMPENSATION
EVENTS**

(Section 11.5.3 of the Agreement)



**CITY AND COUNTY OF
DENVER**

**DEPARTMENT OF
AVIATION**

**DENVER INTERNATIONAL
AIRPORT**

Date of
Invoice: _____

Contract No.: _____

Contract
Title: _____

Developer: _____

Reference is made to the Development Agreement, dated as of [____], 2017 (as amended, the “**Agreement**”) between the City and County of Denver, through and on behalf of its Department of Aviation (the “**Owner**”) and Denver Great Hall LLC (“**Developer**”). Capitalized terms defined in the Agreement and not otherwise defined herein are used herein as defined in the Agreement.

Pursuant to Article 11 of the Agreement, the Owner and Developer have agreed that the Owner will provide Developer with additional compensation due for a Compensation Event. In accordance therewith, Developer hereby invoices the Owner as follows:

Invoice Amount: _____

If compensation is to be made as a periodic or progress payment, amount of compensation outstanding (subsequent payments to be invoiced individually):

Developer submits this invoice to the Owner with the following information attached hereto:

- (a) A description of the Compensation Event and its cause;
- (b) The date on which the Compensation Event began and its duration;
- (c) A description of the adverse and beneficial effects of the Compensation Event;

- (d) If the Compensation Event has impacted the D&C Work, a description of the delay to any critical path matter in the Project Schedule directly attributable to the Compensation Event, including a description of measures taken by Developer to mitigate the impact of the Compensation Event on the Project Schedule;
- (e) A summary of the consequences of the Compensation Event and the expected impact on the performance of Developer's obligations under the Contract Documents and on the Concessions Program, if applicable;
- (f) The category of compensation sought in this invoice and its method of calculation, with reference to the controlling provisions of the Agreement; and
- (g) Acknowledgment of the specific method of payment elected by the Owner in accordance with Section 11.5 of the Agreement.

Developer hereby certifies that the amounts and supporting documents and information attached hereto are accurate and complete.

Developer requests that payment be remitted to **[insert relevant information]**.

NAME

SIGNATURE/TITLE

DATE

APPENDIX 25-F

FORM OF DEVELOPER CHANGE PROPOSAL

(Section 12.2.1 of the Agreement)



**CITY AND COUNTY OF
DENVER**

**DEPARTMENT OF
AVIATION**

**DENVER INTERNATIONAL
AIRPORT**

Date of
Proposal: _____

Contract No.: _____

Contract
Title: _____

Developer: _____

Reference is made to the Development Agreement, dated as of [____], 2017 (as amended, the “**Agreement**”) between the City and County of Denver, through and on behalf of its Department of Aviation (the “**Owner**”) and Denver Great Hall LLC (“**Developer**”). Capitalized terms defined in the Agreement and not otherwise defined herein are used herein as defined in the Agreement.

Pursuant to Section 12.2 of the Agreement, Developer hereby requests the Owner to approve modifications to the Technical Requirements in accordance with the following information attached hereto:

- (a) A clear description of the proposed changes;
- (b) Supporting documents and data sufficient for the Owner to evaluate the specific changes proposed and the implications thereof;
- (c) A detailed estimate of net cost impact (positive or negative), commercial revenue impact (positive or negative), and schedule impact of the requested change;
- (d) Notice of any potential impacts to Utilities that may be caused by the proposed changes; and
- (e) Any additional information that Developer believes would assist the Owner in evaluating the proposed change.

Developer certifies that if approved by the Owner, Developer shall implement the change in accordance with all applicable requirements contained in the Technical Requirements (as amended to reflect the Owner-approved Developer Change Proposal), the Project Management Plan, Good Industry Practice, and all applicable Laws.

Unless otherwise agreed to by the Owner at its sole discretion, Developer acknowledges that Developer shall be solely responsible for payment of any increased Design and Construction Costs, finance or other costs, additional risks, and any Project Schedule delays or other impacts resulting from a Developer Change Proposal accepted by the Owner. Developer further acknowledges that to the extent a change under Section 12.2 of the Agreement results in a net cost savings to Developer, the Owner shall be entitled to a credit in the amount of 50% of the savings related to the Design and Construction Costs and costs of the O&M Services and Concessions operations; however, the Owner shall be entitled to a credit in the full amount of savings related to the financing costs (and all related upfront and ongoing fees) associated with the Design and Construction Cost and O&M Services and Concessions operations cost savings.

Developer hereby certifies that the supporting documents and information attached hereto are accurate and complete.

NAME

SIGNATURE/TITLE

DATE

APPENDIX 25-G

FORM OF PROGRESS PAYMENT APPLICATION

(Section 13.1.3 of the Agreement)



**CITY AND COUNTY OF
DENVER**

**DEPARTMENT OF
AVIATION**

**DENVER
INTERNATIONAL
AIRPORT**

Date of Invoice: _____

Contract No.: _____

Contract Title: _____

Developer: _____

Application for Progress
Payment No.: _____

For the Period: _____
to _____

A. Progress Payment Request for this Period: \$ _____

B. Amount Payable by Developer to Lead Contractor for D&C Work:

Amount payable by Developer to Lead Contractor for D&C Work performed in this period: \$ _____

Note: Amount payable shall reflect the progress of the D&C Work as compared to the Cost-Loaded Project Schedule in accordance with Section 13.1.4 of the Agreement.

C. Progress Payment Application Amount Based on Progress Payment Percentage:

Amount payable by Developer for D&C Work performed in the this period × Progress Payment Percentage = \$ _____

D. Deduction:

Deduction for Early Design Work Payments (see Worksheet 1 below):
\$ _____

E. TOTAL Progress Payment Request for this Period: \$ _____

Worksheet 1 – Deduction for Early Design Work Payments

Aggregate amount of Early Design Work Payments made by Owner for Early Design Work Completed During the Interim Period¹	Amount of Early Design Work Payments Deducted From Previous Progress Payments	Amount of Early Design Work Payments to be Deducted From this Progress Payment²
\$ _____	\$ _____	\$ _____

1. Aggregate amount of Early Design Work Payments shall not exceed the Maximum Early Design Work Value in accordance with Section 2.3.2.2 of the Agreement.
2. Deduction for Early Work Payment shall not exceed Line C; Early Work Payments in excess of Line C that would otherwise be deducted from this Progress Payment shall carry over to the next period and be deducted from that subsequent Progress Payment.

Note: Developer shall attach to this Progress Payment Application a copy of Lead Contractor's complete payment application, detailed supporting calculations and data received from the Lead Contractor, and any documentation requested by Developer of Lead Contractor in support of Lead Contractor's payment application.

DEVELOPER

The undersigned hereby warrants that:

1. Developer has complied, and caused each Contractor to comply, with the provisions of Colorado Revised Statutes Sections 24-91-103 and any other applicable Law relating to prompt payment of contractors and/or subcontractors.
2. This Progress Payment Application accurately reflects the progress of the D&C Work as compared to the Cost-Loaded Project Schedule.
3. This Progress Payment Application also includes:
 - a. a copy of the Lead Contractor's complete payment application;
 - b. detailed supporting calculations and data; and
 - c. any documentation requested by Developer of Lead Contractor in support of Lead Contractor's payment application.
4. The amounts and supporting documents and information attached hereto are accurate and complete.

NAME

SIGNATURE/TITLE

DATE

APPENDIX 25-H

FORM OF INVOICE FOR BONUS PAYMENT

(Section 13.2.3 of the Agreement)



**CITY AND COUNTY OF
DENVER**

**DEPARTMENT OF
AVIATION**

**DENVER INTERNATIONAL
AIRPORT**

Date of
Invoice:

Contract No.:

Contract
Title:

Developer:

Reference is made to the Development Agreement, dated as of [____], 2017 (as amended, the “**Agreement**”) between the City and County of Denver, through and on behalf of its Department of Aviation (the “**Owner**”) and Denver Great Hall LLC (“**Developer**”). Capitalized terms defined in the Agreement and not otherwise defined herein are used herein as defined in the Agreement.

SELECT ONE PARAGRAPH UPON WHICH INVOICE IS BASED AND STRIKE THE OTHER:

Pursuant to Section 13.2 (Bonus Payment (TSA Screening Area)) of the Agreement, Developer hereby certifies that it has handed over the TSA Screening Area to the Owner, in accordance with Section I.2.4 of the Technical Requirements, on or less than thirty (30) days prior to the Scheduled Developer TSA Screening Area Handover Date and hereby requests payment in the amount of \$2,000,000 from the Owner; **OR**

Pursuant to Section 13.2 (Bonus Payment (TSA Screening Area)) of the Agreement, Developer hereby certifies that it has handed over the TSA Screening Area to the Owner, in accordance with Section I.2.4 of the Technical Requirements, more than thirty (30) days prior to the Scheduled Developer TSA Screening Area Handover Date and hereby requests payment in the amount of \$3,000,000 from the Owner.

Developer submits this invoice to the Owner in reference to the date on which Developer handed over the TSA Screening Area in accordance with Section I.2.4 of the Technical Requirements as well as the TSA Screening Handover Date and certifying that the information provided herein is accurate and complete.

Developer requests that payment be remitted to **[insert relevant information]**.

NAME

SIGNATURE/TITLE

DATE

APPENDIX 25-I

FORM OF INVOICE FOR TERMINATION COMPENSATION

(Section 21.9.1 of the Agreement)



**CITY AND COUNTY OF
DENVER**

**DEPARTMENT OF
AVIATION**

**DENVER INTERNATIONAL
AIRPORT**

Date of
Invoice: _____

Contract No.: _____

Contract
Title: _____

Developer: _____

Reference is made to the Development Agreement, dated as of [____], 2017 (as amended, the “**Agreement**”) between the City and County of Denver, through and on behalf of its Department of Aviation (the “**Owner**”) and Denver Great Hall LLC (“**Developer**”). Capitalized terms defined in the Agreement and not otherwise defined herein are used herein as defined in the Agreement.

Pursuant to Section 21.9 of the Agreement, Developer hereby submits this invoice for Termination Compensation from the Owner as follows:

Invoice Amount: _____

Developer submits this invoice to the Owner with the following information attached hereto:

- (a) The type of termination giving rise to this invoice;
- (b) A detailed description of how the Termination Compensation amount was calculated, including the assumed payment date for purposes of calculating any amount of Lender’s Liabilities included in the Termination Compensation, and the evidence to support such calculation;
- (c) The applicable payment period of the Owner, with reference to the relevant provision of Section 21.9 of the Agreement; and
- (d) Any additional documentation breaking out and evidencing any and all components of the Termination Compensation sought by Developer.

Developer hereby certifies that the amounts and supporting documents and information attached hereto are accurate and complete, and requests that payment be remitted to **[insert relevant information]**.

NAME

SIGNATURE/TITLE

DATE