

**Schedule 20
Community Equity Requirements**

1. SUMMARY

This Schedule identifies City's requirements and community equity requirements applicable to the Project.

2. HOUSING

The Private Development must comply with the requirements of this Section 2.

2.1 Affordable Housing¹

- a. The City seeks to foster inclusive and equitable communities throughout the City where all residents can be healthy, housed, and connected. To achieve this vision, it is important for new developments such as the Project to include a mix of housing options that serve residents at a variety of income levels, through a range of tenure types that include rental and for-sale housing, with options for all family sizes, and a with strong connection to the needs of residents in the surrounding community.
- b. Consistent with the goals of the Project and the City's *Housing an Inclusive Denver* plan, the Developer shall provide at least 20% of any Residential Units that may be a part of the Private Development as income restricted affordable housing units ("Income Restricted Units"). All Income Restricted Units must be located within the boundaries of the Private Development. If a percentage calculation results in a fraction, the fraction will be rounded down if it is below 0.5 and rounded up if it is 0.5 or greater.
- c. City Council adopted an ordinance that amends Chapter 27 of the Denver Revised Municipal Code ("D.R.M.C.") to adopt an affordable housing linkage fee to fund affordable housing. The City acknowledges that Section 2 of this Schedule shall satisfy linkage fee requirements set forth in Chapter 27 of the D.R.M.C. for residential development. Any exceptions to assessment and payment of linkage fees as a result of this Project Agreement shall apply only to residential development within the Triangle Project. Assessment of linkage fees shall apply to all non-residential development as if this Project Agreement did not exist.

2.1.2 Level of Affordability

- a. The Project shall provide the Income Restricted Units at the following levels of affordability:
 - i. Income Restricted Rental Units
 - A. Consistent with the requirements outlined in 2.1, at least 20% of the total Residential Units shall be income restricted in accordance with the requirements of this Section 2.1.1.
 - B. At least 50% of the Income Restricted Rental Units shall be restricted to households earning 60% of AMI or less (the "60% AMI Rental Units").

¹ In addition to constructing the Income Restricted Units as part of the Project, the City may require Developer to pay an "Affordable Housing Fee" (as such term is defined below) for the first [] square feet of building permits issued for non-residential uses within the Project. From and after the point at which the Project has been issued building permits for [] square feet of non-residential uses, then Developer will be required to satisfy an "Incentive Commercial Obligation" as a condition for issuance of any and all subsequent non-residential building permits. Further information regarding this program shall be provided in a future Addendum.

1. A minimum of 20% of the 60% AMI Rental Units shall be restricted to households earning 40% of AMI or less (“the 40% AMI Rental Units”).
 2. A minimum of 40% of the 60% AMI Rental Units shall be restricted to households earning 30% of AMI or less (“the “30% AMI Units”).
 - C. The remainder (50% or less) of the Income Restricted Rental Units shall be restricted to households earning no greater than 80% of AMI (“the 80% AMI Rental Units”),
- ii. Income Restricted For-Sale Units
 - A. Consistent with the requirements outlined in Section 2.1, 20% of the total for-sale Residential Units shall be income restricted in accordance with the requirements of this Section 2.1.1.
 - B. Income Restricted For-Sale Units shall be restricted to households earning 100% AMI or less (“the 100% AMI For-Sale units”).
 - C. A minimum of 50% of the Income Restricted For-Sale Units shall be restricted to households earning no greater than 80% AMI (“the 80% AMI For-Sale Units”).
- b. To count towards the Income Restricted Unit calculation, a long-term affordability covenant of at least 60 years shall be recorded and encumbered on each pursuant to Section 2.1.6 below as follows:
 - i. income Restricted Rental Unit, to restrict monthly rental payments and require that the tenants of such units meet income eligibility standards; and
 - ii. income Restricted For-Sale Unit, to restrict the purchase price to require that the owners of such units must meet income eligibility standards.
 - iii. affordability covenants shall be recorded prior to issuance of the certificate of occupancy on any development that includes Income Restricted Units
 - iv. the Project will be eligible to apply for all available subsidies, credits and similar economic incentives available to developers of Income Restricted Units within the City for units below 60% AMI, provided that the recipients of such subsidies be subject to all City restrictions associated with such subsidies.

2.1.3 Mix Requirement

- a. To ensure a mix of Income Restricted Unit types, at least 30% of the Income Restricted Units shall be “Family-sized Units” with two or more bedrooms. At least 50% of the Family-Sized Units shall be three or more bedrooms and such units will be offered at a range of affordability levels, as further described herein.
- b. If the proposed plan for the Private Development does not include any Residential Units, the Developer must develop a plan for constructing income restricted affordable housing units within the immediate and surrounding neighborhoods of the Triangle Project (“Off-Site Affordable Housing Plan”). The Off-Site Affordable Housing Plan shall:
 - i. identify the specific number of income restricted affordable housing units to be developed off-site (“Off-Site Income Restricted Units”), including the specific

location of the Off-Site Income Restricted Units and any applicable development partner(s) that will support construction of these units;

- ii. otherwise comply with the requirements of Section 2 with regard to level of affordability, mix of for-sale and rental development types, bedroom sizes, covenant length, and other requirements; and
- iii. include information regarding the phasing of construction of the Off-Site Income Restricted Units alongside other development at the Project.

2.1.4 Integration

- a. Developer shall integrate the Income Restricted Units within the market rate Residential Units and provide Income Restricted Units with access to all common amenities or services available within the Private Development.
- b. The Developer shall also describe what public/private partnerships, tax credits, and similar tools will be used to construct and manage Income-Restricted Unit for 30% AMI and below units.

2.1.5 Compliance

- a. No later than 90 Calendar Days prior to the start of each Private Development Milestone Period,² during which housing is contemplated to be constructed, the Developer shall be required to deliver to the City's Department of Housing Stability (HOST), Department of Economic Development and Opportunity (DEDO) and Community Planning and Development (CPD), for their review and approval, a Takedown Housing Plan stating how the Developer will comply with the Affordable Housing Plan's requirements regarding Affordability Percentage, Level of Affordability, and mix requirements, with reasonable specificity but allowing for flexibility to respond to market conditions applicable to each contemplated Takedown.
- b. Approval of a Takedown Housing Plan shall not be withheld so long as the Developer reasonably demonstrates that it will be in compliance with this Schedule 20 by the completion of such Private Development Milestone Period.
- c. Notwithstanding the foregoing, it is acknowledged and agreed that if the development contemplated during a Private Development Milestone Period will not include housing the Takedown Housing Plan Requirements shall not apply.
- d. The Takedown Housing Plan is intended to be a dynamic document that shall be more general at the commencement of a Private Development Milestone Period and will be further refined throughout such period to reflect each Takedown's buildout status and then-current market conditions, all subject to the Private Development provisions in the Project Agreement.
- e. To allow for periodic assessment of a Takedown Housing Plan, each Site Specific Development Plan shall set forth the square footage of development, broken down by use (residential or non-residential) and information regarding any Income Restricted Units included within each Site Specific Development Plan, as well as a cumulative total for the Project's previously approved income restricted units with a covenant in place. The City

² The Developer is required to Takedown no less than 15 acres by December 31, 2025; an additional 10 acres by each of December 31, 2030 and December 31, 2035; and the remainder of the Private Development Area by December 31, 2040.

- may deny the approval of any Site Specific Development Plan unless and until the Site Specific Development Plan is revised to be consistent with the Takedown Housing Plan.
- f. Upon completion of each Private Development Milestone Period, the Developer shall provide to the City a certificate of compliance with the Affordability Percentage, Level of Affordability, Mix Requirements and For Sale Requirement indicating the requirements of this Section 2 were met (“Compliance Certificate”).
 - g. Income Restricted Units shall be counted as produced at the time of recordation of a covenant; provided however, the Developer shall not be considered out of compliance with any Takedown Housing Plan if a sufficient number of proposed Income Restricted Units are under vertical construction at the time of such compliance review.
 - h. The City may deny issuance of further building permits or certificates of occupancy within the Private Development if the Developer reaches the end of any Private Development Milestone Period, except the initial Private Development Milestone Period, and is not in compliance with the requirements of this Schedule 20.
 - i. For certainty, the Takedown Housing Plan’s Level of Affordability, Mix Requirement and For Sale Requirements are calculated based upon the number of Income Restricted Units constructed.

2.1.6 Covenant Requirements

- a. For any Income Restricted Rental Unit building, or any building that may contain an Income Restricted Rental Unit, the owner of such building shall, as a condition to receipt of the first certificate of occupancy for a Residential Unit in the building, record in the real estate records of the City and County of Denver a covenant, at Developer’s election, that either (i) encumbers the land underlying such building; or (ii) encumbers the Income Restricted Units included within such building (each a “Rental Covenant”), which shall constitute a covenant running with the land or the Income Restricted Units, as applicable. Each Rental Covenant shall provide that all Income Restricted Rental Units shall be occupied by tenants whose household income are at or below the AMI limitation for such unit and that the rent for such unit shall not exceed the applicable income limitation for such unit. Each Rental Covenant shall contain such other terms and restrictions as otherwise agreed by the City, and shall encumber such Income Restricted Units for a period of not less than 60 years from the date of recordation of the Rental Covenant.
- b. For any income Restricted For-Sale Units, the Developer or the City shall, prior to and as a condition for the issuance of a certificate of occupancy, record in the real estate records of the City and County of Denver a covenant on such in a form reasonably deemed advisable by the City (“For-Sale Covenant”), which shall constitute a covenant running with the land. Each For-Sale Covenant shall provide that during the period during which such For-Sale Covenant is in effect, the Income Restricted For-Sale Unit shall be sold only to buyers with household incomes not exceeding the AMI limitation for such unit and upon initial sale and each subsequent sale during the restricted period, the sale price for such unit shall not exceed the maximum sale price established by the DEDO for such AMI level. Each For-Sale Covenant shall contain such other terms and restrictions in the City’s reasonable discretion and as otherwise Approved by the City, and shall encumber the applicable unit for a period of not less than 60 years from the date of recordation.

2.2 Affirmative Fair Housing Marketing Plan Requirements

Developer shall submit an Affirmative Fair Housing Marketing Plan (“AFHMP”) in accordance with the Fair Housing Act identifying how the Developer will effectively market available Income Restricted Units to potential buyers and renters within the immediate and surrounding neighborhoods of the Project. The AFHMP shall describe initial advertising, outreach (community contacts) and other marketing activities, which will inform potential buyers and renters of the existence of the Income Restricted Units.

3. M/WBE UTILIZATION AND DEVELOPMENT REQUIREMENTS

3.1 General Policy Objectives and Applicability

- a. The City values the impact that small, minority, and women-owned businesses play in the local economy. Their success is essential to developing the City’s infrastructure, creating jobs in communities, and growing a diverse competitive business market.
- b. The City is committed to advancing its vision of small business equity and sustainability through growing the capacity of our small, minority, and women-owned businesses, which shall include certified small, minority, and women-owned businesses. The City will provide significant opportunities among these businesses and ensure they benefit from the Project. Aligning with the Division of Small Business Opportunity’s (“DSBO”) mission to strengthen the City’s small, minority, and women-owned business community, this Project’s small business engagement initiatives are intended as a part of the City’s commitment to ensure small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project.
- c. The Public Elements must comply with the requirements of this Section 3.

3.2 Goals

DSBO has established a M/WBE participation design goal of 35% and a construction goal of 30% for the total value of the D&C Work under the Project Agreement, which includes the value of all Change Orders, amendments, and modifications. In accordance with Chapter 28, Article III of the D.R.M.C., the Developer must demonstrate good faith efforts to meet this goal.

3.2.1 Summary of Goals Program

- a. The Project Agreement is subject to all applicable provisions of:
 - i. Article III, Divisions 1 and 3 of Chapter 28 of the D.R.M.C. (the “M/WBE Ordinance”) and all rules and regulations promulgated pursuant thereto; and
 - ii. []³
- b. In accordance with the requirements of this Section 3, the Developer is committed to, at a minimum, meet the participation goals outlined herein.
- c. Without limiting the general applicability of the foregoing, the Developer acknowledges its continuing duty, pursuant to Section 28-72, D.R.M.C., to meet and maintain throughout the Term of this Project Agreement, its participation and compliance commitments, and to ensure that all Subcontractors subject to the M/WBE Ordinance also maintain such commitments and compliance. Failure to comply with these requirements may result, at

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

the discretion of the Executive Director of DSBO, in the imposition of sanctions against the Developer in accordance with Section 28-77, D.R.M.C.

3.2.2 M/WBE Design Goal

- a. In accordance with the requirements of the M/WBE Ordinance, the Developer is committed to, at a minimum, meet the participation goal of 35% established for the design aspect of this Project (the "Design Goal"), utilizing properly certified M/WBE Subcontractors. The Design Goal must be met with certified participants as set forth in Section 28-55, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-67, D.R.M.C.
- b. For compliance with the good faith effort requirements under Section 28-62(b)(2), D.R.M.C., the percentage solicitation level required for this Project is 100%.

3.2.3 M/WBE Construction Goal

- a. In accordance with the requirements of the M/WBE Ordinance, the Developer is committed to, at a minimum, meet the participation goal of 30% established for the construction aspect of this Project (the "Construction Goal"), utilizing properly certified M/WBE Subcontractors.
- b. For compliance with good faith effort requirements under Section 28-62(b)(2), D.R.M.C., the percentage solicitation level required for this project is 100%.

3.2.4 M/WBE O&M Requirements

[The City shall provide further information regarding M/WBE O&M Requirements in a subsequent Addendum.]

3.2.5 M/WBE Compliance Plan

- a. The Developer shall seek Approval from the City of the compliance plan submitted with the Developer's Proposal (the "Proposal Compliance Plan"). Upon Approval by the City of the Proposal Compliance Plan, the Proposal Compliance Plan shall be referred to as the "Approved Compliance Plan."
- b. In addition to the Proposal Compliance Plan, the Developer shall have submitted to the City Statements of Commitment along with Letters of Intent from firms the Developer is committed to working with. Such Letters of Intent shall outline the scope of work and dollar values of each applicable Subcontract.
- c. The Proposal Compliance Plan (and ultimately, the Approved Compliance Plan) must address the following:
 - i. **Division of Work:** a detailed program describing how the Developer will divide up the anticipated Work into economically feasible units calculated to maximize participation opportunities by women and minority-owned firms. The program concept should also include the Developer's approach for meeting the Design Goal and the Construction Goal.
 - ii. **Transparency:** an approach to promote a level playing field and non-discrimination, by providing an open and transparent process. As an example: describing the debriefing process, how bid selections are made, and keeping record of each.
 - iii. **Challenges and opportunities:** an understanding of and insight into challenges, issues and risk faced by this Project while outlining opportunities to assist small, minority, and women-owned businesses. The Developer shall submit information on any programs it will utilize to provide technical assistance, advisory services,

bonding assistance, joint ventures, and other services to minority and women-owned businesses utilized on the Project, and any Mentor Protégé program it will utilize with minority and women-owned businesses on the Project.

- iv. Community outreach: detailed program for community outreach and support calculated to enhance and maximize participation opportunities for small, minority, and women-owned businesses.
- v. Innovative Activities: creative strategies to incorporate new and existing, minority, and women-owned businesses in procurement activities, including for meeting participation goals where appropriate.
- vi. Reporting: the Developer's approach to monthly reporting of progress toward meeting the Approved Compliance Plan requirements for minority and women owned business utilization. The Developer's M/WBE Coordinator will be primarily responsible for and the primary contact for M/WBE reporting.
- vii. An "M/WBE Coordinator" identified as key personnel: the M/WBE Coordinator will manage locally established M/WBE requirements for the program including meeting local requirements and conformance to reporting requirements. The M/WBE Coordinator will also manage outreach and development efforts to small, minority and women owned businesses to improve subconsulting/subcontracting opportunities and assist in the administration of the Approved Compliance Plan.

The M/WBE Coordinator shall have experience managing locally established subconsulting/subcontracting requirements in the City, State, or other major urban areas. Experience should indicate success meeting local requirements, conformance to reporting requirements, and experience managing outreach and development efforts to small and local businesses to improve Subcontracting opportunities.
- viii. Past Performance: the Developer shall have provided examples (up to a maximum of 5 projects) that provide examples of programs implemented by the Developer that have been successful in promoting the participation of small, minority and women-owned businesses. Projects similar in size and scope to this Project are highly desired.
- ix. Mentor Protégé: documentation or a narrative noting how the Developer has used mentor-protégé relationships to help enhance small, minority or women-owned business participation in a project. The Developer should note if it is part of the City's Mentor Protégé program, has been a part of this program or is considering being a part of the program. The Developer should also note its current Mentor Protégé relationships that may be through other programs, relationships, or agencies that it believes will be helpful on this Project. The Proposer should explain its commitment to encourage its lower tier subcontractors or subconsultants to be part of the City's Mentor Protégé program.

- d. The City and the Developer acknowledge the Approved Compliance Plan is a living document. The DSBO Compliance Officer and the Executive Director of DSBO may require the Developer to submit updates to the Approved Compliance Plan on a yearly basis in their discretion.

3.2.6 M/WBE Contract Requirements⁴

The Developer shall be subject to certain M/WBE contract requirements which include the following:

- a. Termination
 - i. The Developer was selected as the Preferred Proposer based upon a given level of M/WBE participation, and as such, the Developer shall not after the Effective Date:
 - A. fail to in fact utilize an M/WBE that was originally listed at Proposal submission in order to satisfy the participation goal, and that submitted a timely letter of intent, without substituting another M/WBE performing the same commercially useful function and dollar amount, or demonstrating each element of good faith efforts, as defined in Section d hereof, to substitute an M/WBE;
 - B. fail to allow an M/WBE functioning as a Subcontractor to perform the commercially useful function, the value of which was originally counted for that M/WBE as of the Effective Date;
 - C. modify or eliminate all or a portion of the scope of work attributable to an M/WBE upon which the Developer was selected as the Preferred Proposer without first complying with this Schedule 20, unless directed by the City;
 - D. terminate an M/WBE originally utilized as a Subcontractor as of the Effective Date without complying with this Schedule 20;
 - E. retaliate against any M/WBE that reports issues to DSBO;
 - F. participate in a conduit relationship with an M/WBE scheduled to perform Work;
 - G. otherwise fail to meet the participation goal without complying with good faith efforts requirements; or
 - H. commit any other violation of this Section 7, which constitutes a material breach of the Project Agreement, not mentioned above.
 - ii. A failure to meet the requirements set forth herein shall constitute a Developer Default under Section 30.1 of the Project Agreement.
- b. Commercially Useful Function
 - i. To count a M/WBE's participation toward the goal established for this Project or the commitments to the percentage of certified M/WBE utilization made by the Developer, the proposed M/WBE(s) must be certified as a M/WBE(s) with the City under the NAICS code that coincides with the scope of work that they will execute in the Project. The M/WBE firm must be certified as a M/WBE and perform a "commercially useful function"
 - ii. For purposes of hereof, "commercially useful function" occurs when a M/WBE is responsible for execution of the Work of the Project and is carrying out its responsibilities by actually performing, managing, and supervising the Work

⁴ Additional detail to be provided in a subsequent Addendum.

involved. To perform a commercially useful function, the M/WBE must also be responsible, with respect to materials and supplies used on the Project, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a M/WBE is performing a commercially useful function, DSBO will evaluate the amount of Work Subcontracted, industry practices, whether the amount the firm is to be paid under this Agreement is proportionate with the Work it is actually performing and the M/WBE credit claimed for its performance of the Work, and other relevant factors.

c. Reporting

i. The Developer will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO:

- A. Monthly M/WBE Participation report;
- B. DSBO Change Order Forms;
- C. M/WBE Final Lien Release Forms;
- D. B2G Online Payment Verification.

ii. DSBO shall have prompt, full, and complete access to all Developer and Subcontractor personnel, books, and records required to monitor and assure performance of the Developer and the Developer's adherence the M/WBE requirements.

iii. The Developer and Subcontractors are required to retain all records of participation on this Project for seven years from the completion of the Project. This requirement flows down to all lower tier subcontractors.

iv. Developer shall have the burden of proving its compliance with the requirements and obligations of this Section 7.1. DSBO is empowered to receive and investigate complaints and allegations by M/WBEs, third parties, or City personnel, or to initiate its own investigations regarding compliance with the requirements and obligations of Section 7.1. If DSBO determines in its sole discretion that an investigation is warranted, upon written notice of such investigation the affected party shall be obligated to cooperate fully with the investigation and shall have a continuing burden of providing complete, truthful information to the director and of otherwise proving compliance with the requirements and obligations herein.

d. Good Faith Efforts

The Developer is required to make good faith efforts to fulfill its commitment to M/WBEs participation/utilization throughout the duration of the Project Agreement.

[The City shall provide further information regarding good faith effort in a subsequent Addendum.]

4. WORKFORCE

4.1 General Policy Objective; Applicability

a. The Mayor and City Council are committed to ensuring that the City's residents – particularly those from economically disadvantaged areas and backgrounds – benefit from unprecedented investments being made in the City's infrastructure. The Developer will be

required to identify specific actions the Developer will take to meaningfully engage and activate the community to improve the quality of life and integrate with adjacent communities – strengthening job training and placement on the Project, and partnering with the City to build the City’s workforce of the future.

- b. Except as set forth in Section 4.2.1g, all Work related to the Public Elements must comply with the requirements of this Section 4.

4.2 Workforce Pilot

4.2.1 Workforce Plan – D&C

The Developer shall have submitted a proposed workforce plan with its Proposal (the “Proposal D&C Workforce Plan”). The Proposal D&C Workforce Plan shall at a minimum:

- a. acknowledge the Developer’s commitment to coordinate and interface with WORKNOW and City employment services;
- b. identify specific additional actions the Developer will take to increase awareness of employment opportunities including use of WORKNOW;
- c. describe how the Developer will report its progress towards meeting goals, consistent with the objectives of the Denver Construction Career Pilot Program, including providing data on outreach, training, job opportunities, and the employment of people in Targeted Areas and Targeted Categories (defined in Section 4.2.3.). Targeted Categories will include: veterans, formerly incarcerated individuals, TANF recipients, individuals with a history of homelessness, individuals exiting the foster care system, and graduates of pre-apprentice programs. Targeted Areas are economically disadvantaged areas that will be identified by zip code;
- d. describe how the Developer will meet apprenticeship requirements. Failure to exercise good faith efforts to meet or exceed the overall apprenticeship requirement will result in a reduction of payment to the Developer, which reductions will be capped. The Developer’s payments will not be reduced if it negotiates, and the City Approves, a compliance plan.
- e. Apprenticeship requirements will include:
 - i. an overall apprenticeship requirement, which necessitates that 15% of construction hours be performed by apprentices in registered apprenticeship programs;
 - ii. a requirement that 25% of the overall apprenticeship requirement, met by the State’s residents, be performed by apprentices in registered apprenticeship programs who reside in targeted areas or that are from targeted populations; and
 - iii. a requirement that 25% of the overall apprenticeship requirement be performed by first year apprentices in registered apprenticeship programs;
- f. specific additional actions the Developer will take to increase outreach, training, job opportunities, and employment in Target Categories;
- g. with respect to the Private Development, include innovations encompassing the NWC’s pioneering spirit to foster innovation, entrepreneurship, independence, and ingenuity. The Developer will be required to identify specific actions it will take to meaningfully engage and activate the community to improve the quality of life and integrate with adjacent communities. Strategies could include but are not limited to:

- i. increasing employee diversity through hiring certain populations, hiring the City's residents, or those in Targeted Categories;
- ii. staff-focused strategies such as bolstering on-site bilingual support, providing childcare options, or investing in transportation or parking solutions; and
- iii. other strategies for maximizing the benefit of the Triangle to the adjoining neighborhoods, workforce development, and local businesses, providing opportunities for local firms and residents to engage in the Work.

The Developer shall submit to DEDO its Proposal D&C Workforce Plan for review, comment, and Approval. Upon Approval by DEDO of the Proposal D&C Workforce Plan, the Proposal D&C Workforce Plan shall be referred to as the "Approval D&C Workforce Plan."

4.2.2 Workforce Plan – O&M

The Developer shall have submitted a proposed workforce plan with its Proposal (the "Proposal O&M Workforce Plan"). The quality of the Proposal O&M Workforce Plan will be scored as part of the RFP. The Proposal O&M Workforce Plan shall at a minimum:

- a. identify a designated point of contact for workforce development activities;
- b. post new positions online with Connecting Colorado at www.connectingcolorado.com (or an agreed upon centralized strategy);
- c. participate in City led outreach and recruitment events;
- d. utilize City employment support services to help build easy on-ramps to jobs on-site, including training and support services;
- e. provide quarterly reports on the number of outreach and job fairs held or attended, including information about where it was held, who sponsored the event, and number of people hired at and or as a result of participating in the event; and
- f. include innovations encompassing the NWC's pioneering spirit to foster innovation, entrepreneurship, independence, and ingenuity. The Developer will be required to identify specific actions it will take to meaningfully engage and activate the community to improve the quality of life and integrate with adjacent communities. Strategies could include but are not limited to:
 - i. hiring Denver residents or those in Targeted Categories;
 - ii. site-specific staff-focused strategies such as bolstering bilingual support, providing childcare options, offering training for in-demand occupations and/or that support career advancement, providing transportation and parking solutions, and/or dedicating a specific space (stationary or mobile) to host an onsite workforce center providing access to services and programs; and
 - iii. other strategies for maximizing the benefit of the Project to the adjoining neighborhoods, workforce development, and local businesses, providing opportunities for local firms and residents to engage in the Work.
- g. The Proposal O&M Workforce Plan must include:
 - i. a proposed timeline and change management strategy as needs evolve over time; and

- ii. key indicators that will be regularly tracked and reported on quarterly to ensure execution of the Proposal O&M Workforce Plan.

The Developer shall submit to DEDO its Proposal O&M Workforce Plan for review, comment, and Approval. Upon Approval by DEDO of the Proposal O&M Workforce Plan, the Proposal O&M Workforce Plan shall be referred to as the “Approval O&M Workforce Plan.”

4.2.3 Certain Definitions

The following definitions shall apply with respect to this Section 4:

- a. “Targeted Categories” are the Targeted Areas and Targeted Populations defined below.
- b. “Targeted Areas” are economically disadvantaged areas of the City identified by zip code on the map attached as Annex B.
- c. “Targeted Populations” are:
 - i. Veterans - A “Veteran” is any person who has served any amount of time in any branch of the United States Armed Forces.
 - ii. Formerly Incarcerated Individuals – A “Formerly Incarcerated Individual” is anyone incarcerated for any amount of time because of a felony conviction.
 - iii. TANF Recipients – Individuals who have been Temporary Assistance for Needy Families (“TANF”) recipients within the last two years.
 - iv. History of Homelessness – People have a History of Homelessness if they are living in a place not meant for human habitation, in an emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided. People who lose their primary nighttime residence, which may include a motel or hotel, or a doubled-up situation also have a History of Homelessness. Individuals who are or have in the past two years lived in public or private shelters or transitional housing have a History of Homelessness.
 - v. Exiting the foster care system - Individuals who attest that they have aged out of the foster care system, or who have attained 16 years of age and left foster care for kinship, guardianship or adoption qualify as having exited the foster care system whether or not they return to their foster families before turning 18.
 - vi. Graduates of pre-apprentice programs approved by the City’s Office of Economic Development in partnership with WORKNOW.

4.2.4 Apprenticeship

- a. Overall Apprenticeship Requirement: 15% of Construction Hours will be performed by apprentices in registered apprenticeship programs (“Overall Apprenticeship Requirement”).
- b. Targeted Category Requirement: 25% of the Overall Apprenticeship Requirement that are performed by Colorado residents will be performed by apprentices in registered apprenticeship programs who reside in Targeted Areas or that are from Targeted Populations (“Targeted Category Requirement”).
- c. First Year Apprentice Requirement: 25% of the Overall Apprenticeship Requirement will be performed by first year apprentices in registered apprenticeship programs (“First Year Apprenticeship Requirement”).

- d. Apprentices may be counted in all applicable categories for purposes of meeting the requirements herein.
- e. “Construction Hours” are the hours of every worker, mechanic or other laborer employed by the Developer or its Subcontractors in the work of construction, alteration, improvement, maintenance or demolition as documented in LCPtracker.

4.2.5 Failure to Achieve Overall Apprenticeship Requirements.

The Developer must exercise good faith efforts to meet or exceed the Overall Apprenticeship Requirement. The Developer’s failure to deliver this scope item and achieve the stated Overall Apprenticeship Requirement as established by the apprentice work hours reflected in LCPtracker (or its replacement if LCPtracker is replaced) will result in a reduction in payment to the Developer. If the Developer does not meet or exceed the Overall Apprenticeship Requirement at Substantial Completion, the City will reduce the Developer’s final payment by \$29 for each hour of apprentice work not achieved as reflected by LCPtracker up to a maximum of \$1,175,668.00. The Developer’s final payment shall not be reduced if it negotiates and the City Approves a compliance plan.

5. DESIGN AND PLACEMAKING

5.1 Denver’s Public Art Program

Denver’s Public Art Program was established in 1988 through Executive Order No. 92. The purpose of the order was to “...establish policies and procedures for the funding and implementation of a public art program for the City and County of Denver. The intent of the program was to...expand the opportunities for Denver residents to experience art in public places, thereby creating more visually pleasing and human environments.”

5.2 Requirements

- a. The Triangle is a Project of the City and is subject to the public art ordinance requirements. Developer shall reasonably cooperate and coordinate with Denver Arts and Venues (“AVD”) and any artist, contractor, or subcontractor designing, relocating, and installing public art at or in conjunction with the Project.
- b. The Developer shall set aside 1% of the total budgeted D&C Work costs at Financial Close for the inclusion of art in the design and construction on the Site.
- c. Revised language for the Public Art Program was brought before City Council and became law in 1991, D.R.M.C. 20-85 et seq. Refer to the National Western Center Public Art Master Plan in the Reference Documents for additional information.
- d. AVD is solely responsible for the administration and implementation of Denver’s Public Art Program as defined by ordinance. In addition, to the public art ordinance, AVD follows a set of guidelines outlined in the Public Art Policy document, with oversight from the Denver Commission on Cultural Affairs, to implement the program.

6. COMMUNITY SUPPORT

6.1 Overall Policy Objectives

The City is committed to creating an inclusive economy that works for everyone, and ensuring that all residents have the opportunity to participate in the future growth of our City. The City believes in empowering our neighborhoods to have a greater say in what affects the character and design of their community.

6.2 Community Outreach and Impact Mitigation

The Developer shall have provided a plan with its Proposal addressing the following elements of the Project that are of particular importance to the Globeville and Elyria Swansea neighborhoods and the City:

- a. plans to provide full pedestrian connectivity to the RTD NWC Station and construction of new public pedestrian connections to integrate the Triangle and surrounding neighborhoods with the RTD NWC Station;
- b. community meetings and plan for notification to the City of anticipated construction activities that may generate temporary closures, noise, dust, or other potential disturbances;
- c. mitigation of noise, dust, and adherence to other environmental commitments;
- d. youth involvement and education; and
- e. strategies to mitigate displacement of residents of the Globeville and Elyria Swansea neighborhoods.

6.3 Community Investment Fund

- a. Pursuant to the Framework Agreement, the Authority will develop a community investment fund to fund projects and programs benefitting the Globeville, Elyria and Swansea neighborhoods (“Community Investment Fund”). The Authority will, at a minimum, require that all vendors, concessionaires, and retail establishments on the NWC Campus provide an opportunity for customers to “round up” their payments and collect such donations for the benefit of the Community Investment Fund.
- b. The Developer shall coordinate with the Authority to implement the Community Investment Fund “round up” on any and all applicable activities on the Site.

6.4 Design Elements

The Developer shall address community equity through the design of buildings, streets and public spaces and by engaging the community in the design of such elements. Preservation, rehabilitation, and adaptive reuse of the Cultural Buildings shall also adhere to the following principles.

- a. Private Development on the Triangle shall participate in the National Western Center Strategic Architecture and Design Leadership (“SADL”) body review process, including presentations to the National Western Center Citizen Advisory Committee (“NWCCAC”) to share and receive feedback on the design of buildings, public spaces, interpretive elements, and other features of future projects.
- b. The Developer shall design all elements of the NWC Campus, including the Triangle Facilities, the Triangle Common Areas, Public Elements, Private Development, and other public space, buildings and site elements, in a manner that furthers equity goals identified in Denver’s Comprehensive Plan 2040, Blueprint Denver, and other adopted policies.
- c. The Developer shall design the campus to be accessible and inviting to all, including residents of the surrounding neighborhoods, visitors, employees, and other campus users.
- d. The Developer shall design buildings, public spaces, and streets in a manner that enhances connectivity within the NWC Campus, to surrounding neighborhoods, to the South Platte River, and to the NWC RTD Station.

- e. The Developer shall design public spaces and circulation routes to maximize the perception of safety for all users, including those traveling through or visiting the NWC Campus.
- f. The Developer shall, through the design of public spaces and elements adjacent to public spaces, incorporate educational components, interpretive elements, signage, art, and other features that share and/or celebrate the history and culture of the Site and Adjacent Communities.
- g. The Developer shall seek opportunities to engage stakeholders, including residents of the surrounding neighborhoods, in the direct design of public spaces on the NWC Campus, to potentially include the content of placemaking elements such as educational components, interpretive elements, signage, art, and other features.

6.5 Environmental Programs

As detailed elsewhere, the Developer shall work with the City to improve the overall environmental condition of the site. The environmental activities set forth in Section 10 of Schedule 15 will focus on asbestos abatement and management of known environmental conditions, including the tetrachloroethylene (“PCE”) plume on the Triangle. The Developer shall also explore the use of renewable energy resources, including solar and utilization of sewer heat recovery energy for heating and cooling through the Campus Energy Provider. All Facilities will meet the requirements of the Green Buildings Ordinance and the City’s LEED Gold standards for new facilities. The City will remediate the Vasquez Boulevard I-70 Superfund Site Operable Unit 2 on the Coliseum Parking Lots in conjunction with development plans for the Triangle.

6.6 Community Support Requirements

The City anticipates providing additional community support requirements in a subsequent Addendum.

7. ADDITIONAL REQUIREMENTS

7.1 Equal Employment Opportunity

The Developer shall be subject to the equal employment opportunity provisions in Annex C.

7.2 No Discrimination in Employment

In connection with the performance of the Work, the Developer shall not, and shall ensure that its Subcontractors shall not, refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, gender identity or gender expression, marital status, and/or physical and mental disability.

7.3 Standing with Immigrants and Refugees; Public Safety Enforcement Priorities Act

The Developer shall comply with Section 8 of Executive Order No. 142 (2017) as if it were an agency of the City, shall not undertake any activity that such executive order prohibits with respect to City conduct, and shall not take, or permit any Developer-Related Entity to take, any action (or refrain from taking any action) that would directly or indirectly prejudice or frustrate the City’s compliance with such Executive Order or the Public Safety Enforcement Priorities Act (City Ordinance 17-0940 (2017)).

7.4 Wage Requirements

7.4.1 Minimum Wage

In the performance of all Work related to the Public Elements the Developer shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. sections. By executing this Project Agreement, the Developer expressly acknowledges that the Developer is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Developer, or any other individual or entity acting subject to this Project Agreement, to strictly comply with the foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein.

7.4.2 Prevailing Wage

- a. Developer shall comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C., including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised.
- b. For purposes of this Project Agreement, the date the bid or request for proposal was advertised is March 1, 2019, the date of issuance of the Request for Qualifications for the Triangle Project.
- c. Prevailing wage and fringe rates will adjust on the yearly anniversary of the foregoing date. Unless expressly provided for in this Agreement, the Developer will receive no additional compensation for increases in prevailing wages or fringe benefits.
- d. The Developer shall provide the City Auditor with a list of all Subcontractors providing any services under the contract.
- e. The Developer shall provide the City Auditor with electronically-certified payroll records for all covered workers employed under the contract.
- f. The Developer shall prominently post at the Site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the City Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.
- g. If the Developer fails to pay workers as required by the Prevailing Wage Ordinance, the Developer will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if the Developer fails to pay required wages and fringe benefits.

7.4.3 Living Wage

- a. Pursuant to the D.R.M.C., every person employed by any contractor or subcontractor to the City, pursuant to a direct service contract with the City, engaged in the work of a parking lot attendant, security guard, or child care worker at any public building or public parking facility owned by the City, or clerical support worker (the "covered workers"), shall be paid not less than a "living wage" as defined and determined under Section 20-80, DMRC.
- b. In performance of all Work, the Developer agrees to comply with and be bound by all requirements and conditions of the City's Payment of Living Wages Ordinance, Section 20-80, DRMC.

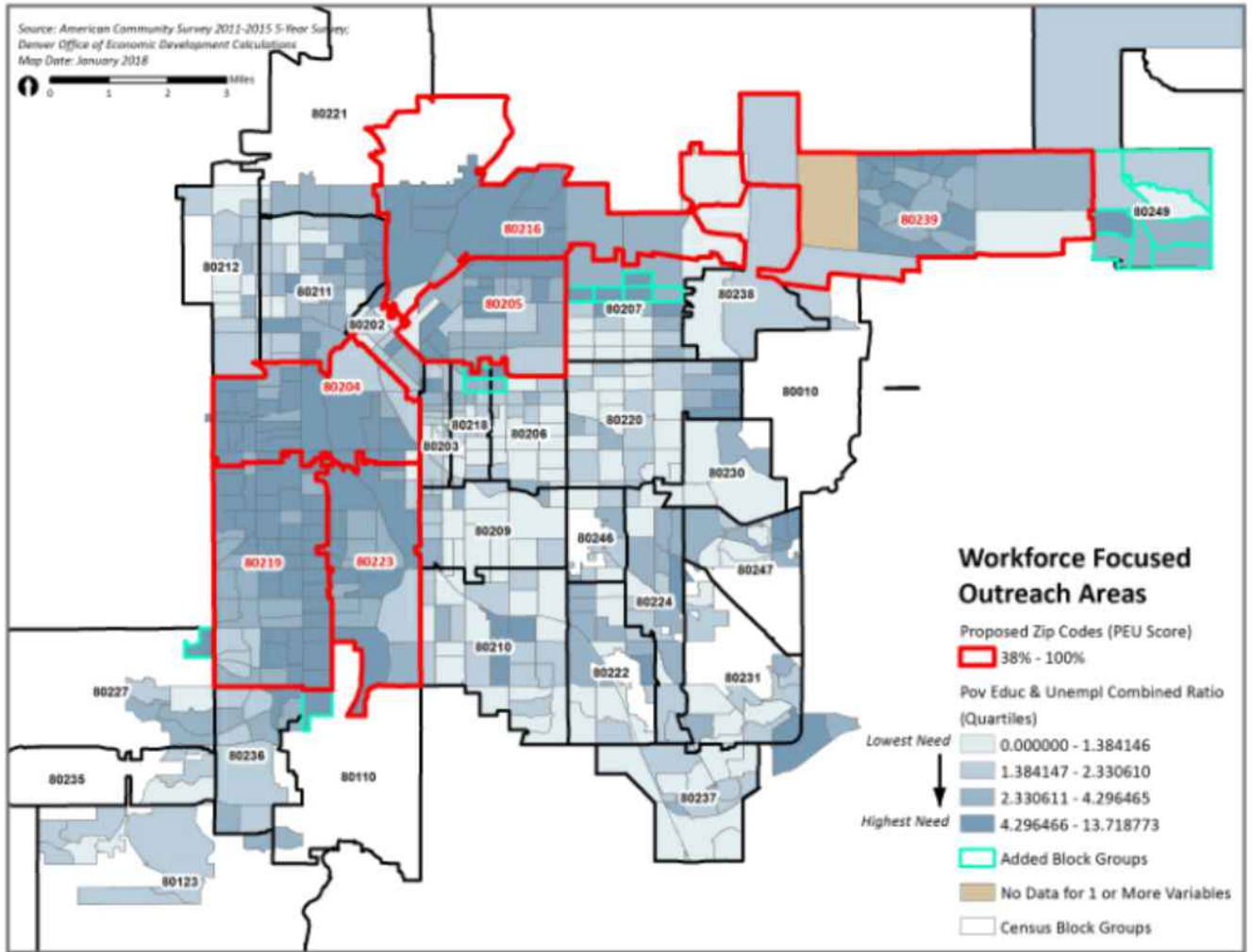
- c. Covered workers shall not be paid less than the wage from time to time determined to be the living wage under Section 20-80(c).
- d. The Developer and each of its Subcontractors shall pay every worker employed by it directly upon the site of the Work the full amounts accrued at the time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, for each class of employees performing work for the Developer and its Subcontractors under the Project Agreement. Increases in living wages subsequent to the Effective Date for a period not to exceed one (1) year shall not be mandatory on either the Developer or Subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Developer and Subcontractors only on the yearly anniversary date of the Project Agreement. Except as provided below, in no event shall any increases in living wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the City, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the City. Notwithstanding the foregoing, the City may determine and may expressly provide at a later time that the City will reimburse the Developer or Subcontractor at the increased living wage rate(s). Decreases in living wages subsequent to the date of the contract shall not be permitted.
- e. Living wages shall be equal to the amount set forth as the poverty guideline for the 48 contiguous states and the District of Columbia for a family unit of four, updated annually in the Federal Register by the U.S. Department of Health and Human Services under authority of 42 U.S.C. § 9902(2), divided by the number 2080.
- f. The Developer shall furnish or shall cause to be furnished to the City Auditor or their representative, each week during which Work is performed under the Project Agreement, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the living wage ordinance applies. All such payroll records shall include information showing the actual number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Developer that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Developer or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Schedule 20.
- g. If any worker to whom the living wages are to be paid, employed by the Developer or any Subcontractor to perform work under the Project Agreement, has not been or is not being paid a rate of wages required hereunder, the City may by written notice to the Developer terminate the Project Agreement subject to Section 31 of the Project Agreement. Notwithstanding the foregoing, the issuance of a stop-work order shall not relieve the Developer or its sureties of any obligations or liabilities to the City under the Project Agreement, including liability to the City for any extra costs incurred by it in obtaining substitute services while any such stop-work order is in effect or following termination for such cause. The City shall not be obligated to pay the Developer any payments until furnished evidence from the Developer has been provided and that illustrates the payment in question has been corrected.

Failure to comply with this Section 7 shall constitute a Developer Default under Section 30.1 of the Project Agreement. In addition, Developer and/or applicable Subcontractors may be subject to sanctions, penalties or debarment under the DRMC.

Annex A

Latest Change to Prevailing Wage Schedules

Annex B
Targeted Areas



Annex C

Equal Employment Opportunity

1. The Developer will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Developer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Developer will comply with all provisions of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and the Director.
5. The Developer will furnish all information and reports required by Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Developer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Developer may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.
7. The Developer will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding on each subcontractor or supplier. The Developer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
8. The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Developer agrees to assist

and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Developer further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

9. The Developer will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Manager and Director. In addition, the Developer agrees that failure or refusal to comply with these undertakings the Manager may take any or all of the following actions:
 - A. Cancellation, termination, or suspension in whole or in part of this contract.
 - B. Refrain from extending any further assistance to the applicant under the program with respect to which the failure occurred until satisfactory assurance of future compliance has been received from such applicant.
 - C. Refer the case to the City Attorney for appropriate legal proceedings.