FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City") and THE WHITING-TURNER CONTRACING COMPANY, a Maryland corporation authorized to do business in the State of Colorado, whose address is 300 East Joppa Road, Baltimore, Maryland 21286 (the "Contractor"), each a "Party" and collectively the "Parties."

RECITALS:

- A. The Parties entered into a Preconstruction Services Agreement dated **December 4**, **2019** to provide preconstruction services for the National Western Center Equestrian Center project (the "Agreement"); and
- B. Rather than enter into a new contract, the Parties desire to amend the Agreement to supplement the original Exhibits B and E that were attached to the Agreement with the attached Exhibit B-1, replace the original Exhibit F with the attached Exhibit F-1, and add compensation in the amount of ONE MILLION NINE HUNDRED FIFTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$1,956,000.00) to the Agreement for the purpose of business continuity.

NOW THEREFORE, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. Section 6.1 of the Agreement, entitled "**Basic Services**" is amended to read as follows:

"6.1 Basic Services.

The Contractor's Basic Services shall consist of all preconstruction and related work and services set forth in Article 5 and Exhibits E and B (Basic Services and Proposal), respectively. The Contractor shall be compensated for all such services performed on a lump sum basis. The maximum amount payable for all Basic Services shall be the lump sum amount of TWO MILLION FOUR HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SIXTY DOLLARS AND 00/100 CENTS (\$2,443,660.00). Compensation shall be paid to the Contractor monthly, based upon pay applications and progress reports accepted and approved by the Project Manager. Upon successful completion of Pre-Construction Services,

the City may in its sole discretion elect to execute a CM/GC Construction Contract with Contractor."

- 2. Section 6.3 of the Agreement, entitled "Maximum Contract Amount" is amended to read as follows:
 - "6.3 Maximum Contract Amount. The "Maximum Contract Amount" to be paid by the City to the Contractor under this Agreement shall not exceed the sum of TWO MILLION FOUR HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SIXTY DOLLARS AND 00/100 CENTS (\$2,443,660.00)."
- 3. Section 6.4 of the Agreement, entitled "**Funding**" is amended to read as follows:
 - **"6.4 Funding**. It is expressly understood and agreed by the Contractor that the Contractor is undertaking this performance for a "not to exceed", maximum fee for the Project. It is further understood and agreed by the Contractor that the total obligation of the City for all or any part of its payment obligations hereunder, whether direct or contingent, shall in no event extend beyond payment of the lesser of the amounts duly and lawfully encumbered for the purposes of the Agreement or the Maximum Contract Amount set forth above. The City has, as of the date first set forth above, duly and lawfully encumbered the sum of TWO MILLION FOUR HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SIXTY DOLLARS AND 00/100 CENTS (\$2,443,660.00) for the purposes of this Agreement. With respect to all such performance and funding, the Contractor understands and agrees that the provision of any services which would cause the total amount payable to Contractor to exceed the amount of previously encumbered funds, is strictly prohibited. In the event the continuation of services by the Contractor would cause the amount payable to Contractor to exceed the amount payable under Sections 6.1 and 6.2, the Contractor agrees to give the Project Manager at least four (4) weeks' written notice of the exhaustion of available funds. In the event additional funds are not made available within such four (4) week period, the Contractor agrees to stop providing services until such time as additional funds are made available and encumbered for the purposes of this Agreement. It shall be the responsibility of the Contractor to verify that the amounts already encumbered are sufficient to cover the entire cost of such work. Work or services

performed in excess of the amount encumbered or outside the scope of authorized work or services is undertaken or performed in violation of the terms of this Agreement and, as such, at the Contractor's own risk and sole cost and expense. Funding for the Project has been budgeted over several years, and the City reserves the right to suspend work and the

Contractor will not be compensated monetarily for the time delay."

4. **Exhibits B** and **E** of the Agreement shall be supplemented by **Exhibit B-1**,

which is attached hereto and incorporated herein by reference. All references to Exhibit B

in the Agreement shall automatically incorporate the attached Exhibit B-1. The new

amounts detailed in Exhibit B-1 shall be effective at the time of execution of this First

Amendatory Agreement and shall only apply to new task orders issued after execution of

this First Amendatory Agreement.

5. **Exhibit F** of the Agreement shall be replaced in its entirety by **Exhibit F-1**,

which is attached hereto and incorporated herein by reference. All references to **Exhibit F**

in the Agreement shall automatically incorporate the attached Exhibit F-1.

6. Except as herein amended, the Agreement continues in effect, and is

affirmed and ratified in each and every particular.

7. This First Amendatory Agreement will not be effective or binding on the

City until it has been fully executed by all required signatories of the City and County of

Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

The Whiting-Turner Contracting Company City Jaggaer No. 202056090-01

Contract Control Number: Contractor Name:	DOTI-202056090-01 [201952621-01] THE WHITING-TURNER CONTRACTING COMPANY
IN WITNESS WHEREOF, the par Denver, Colorado as of:	rties have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of	Denver
By:	By:
	By:

Contract Control Number: Contractor Name:

DOTI-202056090-01 [201952621-01] THE WHITING-TURNER CONTRACTING COMPANY

By: Paul Schmitt A03E0010A0D34B0
Paul Schmitt Name:
Name:(please print)
Title: Sr Vice President (please print)
(please print)
ATTEST: [if required]
By:
Nomo
Name:(please print)
Title:
(please print)

Exhibit B-1

PROJECT: National Western Center - Equestrian Center and Parking Garage
W-T JOB #: 018085
GC Projections through: 3/31/2021

Additional fee--Amendment 01

COST CODE	DESCRIPTION OF WORK	ORIGINAL BUDGET	OWNER CHANGE ORDER	CURRENT BUDGET	ACTUAL COST TO DATE 6/30/2020	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	DISCOUNT	ESTIMATED COST TO COMPLETE	PROJECTED ESTIMATED COST AT COMPLETION
GENERAL CONDITIONS																												
PRECONSTRUCTION																												
0000000.00721000.L	Office Salary - CB, SG, CC	\$9,572.31	\$0.00	\$9,572.31	\$17,172.80	\$0.00	\$614.19	\$1,022.87	\$1,296.98	\$2,047.77	\$3,093.36	\$1,685.82	\$1,680.13	\$1,655.43	\$2,445.63	\$1,630.62	\$1,000.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,650.00	\$1,100.00	\$1,200.00	\$1,200.00	\$1,200.00	(\$20,000.00)	(\$9,550.00)	\$7,622.80
0000000.00721010.L	Project Manager - MF, JP, JH, JC, AC	\$290,062.64	\$0.00	\$290,062.64	\$731,980.15	\$51,192.01	\$42,584.65	\$51,086.07	\$56,281.79	\$96,393.44	\$69,699.08	\$69,105.83	\$68,065.53	\$66,641.39	\$96,380.73	\$64,549.63	\$68,000.00	\$68,000.00	\$68,000.00	\$72,200.00	\$108,300.00	\$72,200.00	\$76,700.00	\$76,700.00	\$76,700.00	(\$70,000.00)	\$616,800.00	\$1,348,780.15
0000000.00721015.L	Assistant Project Manager - CS	\$0.00	\$0.00	\$0.00	\$7,447.23	\$0.00	\$0.00	\$0.00	\$0.00	\$4,878.56	\$2,568.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,447.23
0000000.00721020.L	Project Engineer - MS, GF, SM, LD, AF, MB	\$107,044.99	\$0.00	\$107,044.99	\$272,597.77	\$0.00	\$6,970.39	\$15,005.74	\$14,134.16	\$27,737.66	\$24,324.17	\$31,540.18	\$38,703.74	\$32,579.28	\$45,689.94	\$35,912.51	\$39,000.00	\$39,000.00	\$39,000.00	\$41,400.00	\$62,100.00	\$41,400.00	\$44,000.00	\$44,000.00	\$44,000.00	(\$10,000.00)	\$383,900.00	\$656,497.77
0000001.00721030.L	Superintendent - JG, TF, WH	\$41,067.16	\$0.00	\$41,067.16	\$164,136.58	\$0.00	\$0.00	\$0.00	\$9,816.32	\$34,149.05	\$27,973.83	\$29,907.41	\$16,967.83	\$12,467.40	\$17,533.74	\$15,321.00	\$17,000.00	\$17,000.00	\$17,000.00	\$18,100.00	\$27,150.00	\$18,100.00	\$19,200.00	\$19,200.00	\$19,200.00	(\$20,000.00)	\$151,950.00	\$316,086.58
0000001.00721040.L	Assistant Superintendent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000001.00721045.L	MEP Coordinator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000001.00721050.X	Workforce Admin - PC	\$11,800.11	\$0.00	\$11,800.11	\$12,904.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,555.50	\$4,925.99	\$1,423.48	\$0.00	\$0.00	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$6,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,200.00	\$0.00	\$37,600.00	\$50,504.97
0000000.00721055.L	Intern	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$22,000.00)	\$0.00	\$0.00
0000000.00721060.L	BIM / VDC - CC, EH	\$0.00	\$0.00	\$0.00	\$2,457.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$556.52	\$1,046.10	\$283.94	\$0.00	\$0.00	\$570.73	\$500.00	\$500.00	\$500.00	\$530.00	\$800.00	\$530.00	\$560.00	\$560.00	\$560.00	(\$6,000.00)	(\$960.00)	\$1,497.29
0000000.00721065.X	Cost/Schedule Support	\$0.00	\$0.00	\$0.00	\$3,450.00	\$0.00	\$0.00	\$0.00	\$2,990.00	\$460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,450.00
0000000.00721075.L	EH&S Salary - MR	\$1,091.50	\$0.00	\$1,091.50	\$267.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$267.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$267.29
0000000.00721075.X	EH&S Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000000.00721080.X	Legal Expenses	\$0.00	\$0.00	\$0.00	\$608.50	\$0.00	\$0.00	\$608,50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$608.50)	(\$608,50)	\$0.00
0000000.00725000.X	Travel	\$15,526,29	\$0.00	\$15,526.29	\$6,687,54	\$2,345,92	\$260.96	\$443.18	\$349.58	\$383.99	\$165.49	\$2,481,46	\$256.96	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$0.00	\$4,500.00	\$11,187,54
0000000.00725010.X	Mileage Reimbursement - AF	\$0.00	\$0.00	\$0.00	\$2,973,52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.189.41	\$1,784.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,973,52)	(\$2,973,52)	\$0.00
0000000.00725025.X	Meals and Incident Misc.	\$0.00	\$0.00	\$0.00	\$1,929.59	\$0.00	\$228.87	\$334.32	\$419.49	\$143.80	\$202.07	\$274.93	\$296.11	\$0.00	\$15.00	\$15.00	\$200.00	\$200.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	(\$4,429.59)	(\$1,929,59)	\$0.00
0000000.01950000.X	COVID-19 Impacts	\$0.00	\$0.00	\$0.00	\$20.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$20.44)	(\$20.44)	\$0.00
		70.00		,	, , , , , , , , , , , , , , , , , , , ,	7	******	,	7		7	7-1	7	70.00	******	7	70.00	+	7	7	7	7	7	******	7	(+==:::)	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	SUBTOTA	L \$476.165.00	\$0.00	\$476.165.00	\$1,224,633,67	\$53,537.93	\$50,659.06	\$68,500,68	\$85,288.32	\$166,194.27	\$128,583.19	\$142,597.23	\$131,447.52	\$115,956.39	\$163,869.59	\$117,999.49	\$140,200.00	\$141,200.00	\$130,300.00	\$138.130.00	\$206.800.00	\$138.130.00	\$146,660,00	\$146,660,00	\$146,660,00	(\$156.032.05)	\$1,178,707.95	\$2,403,341.62
		\$470,103.00	\$0.00	\$470,103.00	\$1,EE4,033.07	<i>\$33,331.33</i>	\$30,033.00	\$00,500.00	\$03,E00.3E	J100,134.27	ÿ110,303.13	Ç142,337.23	J131,447.3L	Ţ113,330.33	\$103,003.33	Q117,555.45	\$140,E00.00	Ç141,200.00	ÿ130,300.00	\$130,130.00	\$200,000.00	\$150,150.00	3140,000.00	\$140,000.00	J140,000.00	(\$250,052.05)	\$1,170,707.55	ÇZ,403,341.0Z
GENERAL REQUIREMENTS																												
0000000.00700055.X	MBE/WBE Open Houses	\$6,495.00	\$0.00	\$6,495,00	\$1 337 79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$952.38	\$211.51	\$173.90	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$1,737.79
0000000.00760033.X	Yard Goods	\$0,455.00	\$0.00	\$0.00	\$06.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$96.95
0000000.01540300.X	Field Services	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00
0100000.01340300.X	Drawings and Specifications	\$5,000,00	\$0.00	\$5,000.00	\$7,020,00	\$7.463.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.46	\$0.00	\$419.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,920.98
0100000.01532300.X	Field Office	\$0.00	\$0.00	\$0.00	\$7,920.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$811.14	\$33.000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$33 811 14)	(\$811.14)	\$0.00
0100000.01521330.X	Computer Hardware	\$0.00	\$0.00	\$0.00	\$811.14	\$173.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	, (+,	\$191.75
0100000.01321330.X	Computer Supplies	\$0.00	\$0.00	\$0.00	\$191.75	\$173.32	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00	\$162.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520.10
0100000.01521345.X	Office Supplies	\$0.00	\$0.00	\$0.00	\$520.10	\$0.00	\$357.86	\$144.71	\$0.00	\$0.00	\$174.14	\$162.24	\$81.19	\$310.32	\$5.954.88	\$206.88	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$0.00	\$0.00	\$9,776,27
0100000.01521353.X 0100000.01521360.X		\$0.00	\$0.00	\$0.00	\$7,076.27	\$0.00	\$0.00	\$144.71	\$0.00	\$0.00	\$1/4.14	\$204.15	\$81.19	\$310.32	\$5,954.88	\$206.88	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$0.00	\$2,700.00	\$9,776.27
0100000.01321360.X	Postage and Shipping	\$0.00	3U.UC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTA	L \$11.495.00	\$0.00	\$11,495.00	\$17.984.98	\$7,637.23	\$357.86	\$174.71	\$0.00	\$0.00	\$174.14	\$1,471,41	\$292.70	\$904.03	\$5,954,88	\$1.018.02	\$33,300.00	¢700.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	(622 011 14)	\$2,288.86	\$20,273.8
	SUBIOTA	\$11,495.00	\$0.00	\$11,495.00	\$17,984.98	\$7,637.23	\$357.86	\$174.71	\$0.00	\$0.00	\$174.14	\$1,471.41	\$292.70	\$904.03	\$5,954.88	\$1,018.02	\$33,300.00	\$700.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	(\$35,811.14)	\$2,288.86	\$20,273.84
9000000.90100000.X	General Liability Insurance	\$0.00	\$0.00	\$0.00	\$3,638,27	\$0.00	\$0.00	\$0.00	\$0.00	\$2.146.63	\$757.86	\$268.79	\$464.99	\$0.00	\$0.00	\$0.00	\$1.500.00	\$1,100.00	\$1.100.00	\$1,100.00	\$1.650.00	\$1,100.00	\$1,200.00	\$1,200.00	\$7,200,00	(\$743.73)	\$16.406.27	\$20,044,54
	,	Ş0.00	\$0.00	\$0.00	\$3,038.27	\$0.00	\$0.00	\$0.00	Ş0.00	\$2,140.03	\$757.80	\$208.75	3404.55	\$0.00	Ş0.00	\$0.00	\$2,500.00	Ç1,100.00	\$2,100.00	\$2,100.00	\$2,030.00	Ç1,100.00	\$2,200.00	\$1,200.00	\$7,200.00	(\$743.73)	\$20,400.27	\$20,044.54
	TOTAL PRECONSTRUCTION	\$497.660.00	\$0.00	\$497,660,00		\$61 175 16																					\$1 197 402 09	\$2.442.660.00

preconstruction agreement \$487,660.00

total preconstruction change order request \$1,956,000.00

ACORD

GEN'L AGGREGATE LIMIT APPLIES PER:

If yes, describe under DESCRIPTION OF OPERATIONS below

X LOC

POLICY X PRO-

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER	CONTACT NAME: Courtney Mitchell									
Riggs, Counselman, Michaels & Downes, Inc. 555 Fairmount Avenue	PHONE (A/C, No, Ext): 410-339-7263 FAX (A/C, No): 410-339	9-7234								
Towson MD 21286	E-MAIL ADDRESS: cmitchell@rcmd.com									
	INSURER(S) AFFORDING COVERAGE	NAIC#								
	INSURER A: Travelers Property Casualty Company of America	25674								
INSURED WHIT-TU-0	INSURER B: Travelers Indemnity Company	25658								
The Whiting - Turner Contracting Company 300 E Joppa Rd	INSURER C:									
Baltimore MD 21286	INSURER D:									
	INSURER E :									
	INSURER F:									
COVERAGES CERTIFICATE NUMBER: 1231430235	REVISION NUMBER:									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA		-								
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORD										
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE		TIE TEINIO,								

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS POLICY EFF POLICY EXP (MM/DD/YYYY) ADDL SUBR TYPE OF INSURANCE LIMITS POLICY NUMBER LTR INSD WVD В **COMMERCIAL GENERAL LIABILITY** VTC2KCO5788B20AIND20 8/1/2020 8/1/2021 \$2,000,000 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE | X | OCCUR \$1,000,000 PREMISES (Ea occurrence) MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000

\$ 25,000,000 OTHER: Total Aggregate COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 Α **AUTOMOBILE LIABILITY** VTC2JCAP5788B22320 8/1/2020 8/1/2021 ANY AUTO Χ BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY **AUTOS ONLY** \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION VTC2KUB6P95227720 8/1/2020 8/1/2021 STATUTE AND EMPLOYERS' LIABILITY VTRKUB6P95003820 8/1/2020 8/1/2021 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? \$1,000,000 E.L. EACH ACCIDENT Ν N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Job #018085: Equestrian Center & Parking Garage, 4655 Humboldt Street, Denver, CO 80216. City of Denver, Elected and Appointed Officials, Employees and Volunteers are Add'l Insured under GL on a primary & non-contributory basis as required by written contract. 30 days notice of cancellation, 10 days notice of cancellation for non-payment of premium.

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

GENERAL AGGREGATE

PRODUCTS - COMP/OP AGG

E.L. DISEASE - POLICY LIMIT

\$4,000,000

\$4,000,000

\$1,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2020

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

If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to th	ne tei	rms and conditions of th	e polic	y, certain po	licies may i								
PRODUCER	O tile	Cert	incate notice in neu or st	CONTA NAME:	СТ	•								
HMS Insurance Associates, Inc. 20 Wight Ave Suite 300	PHONE (A/C, No, Ext): 410-337-9755 FAX (A/C, No):													
Hunt Valley MD 21030				E-MAIL ADDRESS: squidley@hmsia.com										
				INSURER(S) AFFORDING COVERAGE										
				INSURE	36940									
The Whiting-Turner Contracting Comp	anv		WHITCON-01	INSURER B:										
300 East Joppa Road	arry			INSURE	RC:									
Towson MD 21286				INSURE	RD:									
				INSURER E :										
				INSURER F:										
			NUMBER: 1737425076											
INDICATED. NOTWITHSTANDING ANY RE	QUIF PERT POLIC	REMEI	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	POLICY EFF POLICY EXP										
COMMERCIAL GENERAL LIABILITY	INSD	WVD	FOLICI NOMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENG		\$					
CLAIMS-MADE OCCUR							DAMAGE TO RENT PREMISES (Ea occi	ED	\$					
OED WINDE WINDE							MED EXP (Any one		\$					
							PERSONAL & ADV		\$					
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREC	SATE	\$					
POLICY PRO- JECT LOC							PRODUCTS - COM	P/OP AGG	\$					
OTHER:									\$					
AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$					
ANY AUTO				BODILY INJURY (Per person) \$										
OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Pe		\$					
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	SE	\$					
									\$					
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	CE	\$					
EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$					
DED RETENTION\$							DED	OTU	\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER STATUTE	OTH- ER						
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE	NT	\$					
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA E	EMPLOYEE	\$					
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$ 000	000				
A Professional Liability Claims Made Retro Date 07/31/1998			CEO744604302		8/1/2020	8/1/2022	Per Claim Aggregate		1,000 1,000					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL RE: Job #018085 Equestrian Center & Park						space is require	ed)							
CERTIFICATE HOLDER				CANCELLATION										
City and County of Denver 201 West Colfax Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.													
Denver CO 80202	AUTHORIZED REPRESENTATIVE													