

DENARGO MARKET COST SHARING AND FUNDING AGREEMENT

THIS DENARGO MARKET COST SHARING AND FUNDING AGREEMENT (“**Agreement**”) is made and entered into as of the date set forth on the City’s signature page below (the “**Effective Date**”), by and among the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city (the “**City**”), **JV LODO DENARGO LLC**, a Delaware limited liability company (“**Developer**”), and **DENARGO MARKET METROPOLITAN DISTRICT NO. 1**, a Colorado quasi-municipal corporation and political subdivision (together with its permitted assigns, the “**District**”). City, Developer and District are sometimes referred to together herein as the “**Parties**” or singularly, as a “**Party**.”

Recitals

This Agreement is made with respect to the following facts:

A. Developer, along with affiliated and commonly controlled entity JV Denargo, LLC, is the owner of certain real property within the City and County of Denver (the “**Property**”). The Property is bounded by Brighton Boulevard to the south, Denargo Street to the west, the South Platte River (the “**River**”) to the north, and 29th Street to the east.

B. Developer is developing or otherwise seeks to develop the Property as a sustainable, mixed-use community that revitalizes the River and provides high-quality public open spaces, celebrates Denver’s city life and neighborhood serving retail, and provides attainable housing across income levels (the “**Project**”).

C. In connection with its development of the Project, JV Denargo, LLC entered into that certain Denargo Market Development Agreement with the City and the District dated June 8, 2021, and recorded with the City Clerk and Recorder on June 17, 2021 at Rec. No. 2021116089, City Contract Control No. 202158583 (“**Development Agreement**”).

D. After the execution of the Development Agreement, the Denargo Market Amended and Restated General Development Plan (“**A&R GDP**”) was approved by the City and recorded with the City Clerk and Recorder on December 15, 2021 at Rec. No. 2021228755. The Development Agreement and the A&R GDP contemplate needed infrastructure to be developed and built by Developer, including, but not limited to open spaces along the River to service and support the development of the Project and the broader community.

E. Section 8.2 of the Development Agreement describes the good faith intent of Developer, the District, and the City, by and through its Department of Parks and Recreation (“**DPR**”) to jointly fund the Riverfront Open Space and Promenade Extension Improvements and the City Corner Parks Improvements (both as defined in the Development Agreement and collectively referred to herein as the “**Cost Sharing Improvements**”), and that DPR will work in good faith to identify available funds to contribute up to one-third of the funds needed for the cost of construction of the Cost Sharing Improvements pursuant to a separate funding agreement with Developer, which agreement shall be subject to the City’s budgeting and appropriation processes. The Cost Sharing Improvements Area is depicted on **Exhibit A** attached hereto and incorporated herein.

F. Developer has completed the budgeting and design for the Cost Sharing Improvements, and DPR has had the opportunity to provide input and review and approve the design. **Exhibit B** to this Agreement is the City-Approved Budget for the Cost Sharing Improvements and **Exhibit C** to this Agreement is the City-Approved Designs of the Cost Sharing Improvements, both of which Exhibits are attached hereto and incorporated herein.

G. In exchange for the benefits to the City contemplated by the Development Agreement and derived by the City from development of the Project, the City desires to provide assurance to Developer and the District that it may proceed with development of the Cost Sharing Improvements pursuant to the terms and conditions contained in this Agreement.

H. This Agreement is intended to serve as the separate funding agreement contemplated in Section 8.2 of the Development Agreement with the purpose of setting forth the funding obligations and construction responsibilities of the respective Parties.

I. The Parties anticipate addressing long-term maintenance of the Cost Sharing Improvements and respective real property owned by the Parties by separate written agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Improvements Funded Through Cost Sharing.

1.1 The Project is intended to include large contiguous publicly accessible open space along the River made up of about 2.15 City-owned acres which includes the Riverfront Open Space and the RiNo Promenade Extension as defined in the Development Agreement and shown in the A&R GDP. The Cost Sharing Improvements under this Agreement are intended to be constructed and installed on or within the Riverfront Open Space and RiNo Promenade Extension, and will include but not be limited to seating areas, a climbing structure, a playground, walkways, sidewalks, roadways, curbs and gutters, green space, art, and a community garden. The Riverfront Open Space and Promenade Extension are to be constructed on land owned by the City for the purpose of providing recreational uses as approved by the City and DPR during the design process. Developer acknowledges that the Riverfront Open Space owned by the City contains a seventy-eight inch (78") diameter Metro Wastewater ("**Metro**") main, and is subject to an easement for such main, and all improvements within this Riverfront Open Space will be limited to those allowed within the easement and adjacent to the main, per the requirements and standards of Metro and the City's Department of Transportation & Infrastructure ("**DOTI**"). District will provide other River front amenities, which are not the subject of this Agreement, but may be affected by the main.

1.2 Design Review and Approval.

(i) Design Requirements. Developer shall plan and design the Cost Sharing Improvements in accordance with the City's and DPR's standards, guidance, specifications, and all policies, criteria, and guidelines that may apply. This includes, but

is not limited to, the DPR Design Standards and Specifications. Variance requests or requests for exceptions to DPR's or other City standards or requirements shall be submitted by Developer to the City for any design elements that vary from the City's standards. Developer must also follow the requirements contained in Senate Bill 18-167 for Subsurface Utility Engineering.

(ii) Design Approval. Developer shall submit its design to DPR at ninety percent (90%) completion and one hundred percent (100%) completion for review and approval. At the time of one hundred percent (100%) completion submission, DPR shall either (1) confirm that construction or installation may begin after approval by DPR and the City of the final design; or (2) detail the specific requirements needed, and the timing to complete those requirements, before construction or installation can begin. After DPR's approval of the one hundred percent (100%) completion design for the Cost Sharing Improvements, which are attached hereto as **Exhibit C**, and provided that Developer has complied with all other City requirements, Developer may initiate construction or installation of the Cost Sharing Improvements. Developer's estimated schedule is attached hereto as **Exhibit D**. The Parties acknowledge and agree that the schedule set forth in **Exhibit D** is an estimate only and need not be strictly complied with in order to meet the obligations and requirements under this Agreement. However, Developer shall require its Contractor (defined in Section 2.1 below) to make all reasonable efforts to avoid undue delay and to timely perform and complete the Cost Sharing Improvements within the time set forth in **Exhibit D**. Developer will provide reasonable notice to DPR of any proposed extensions or other modifications to the estimated schedule. Those Cost Sharing Improvements constructed hereunder and intended to be owned by the City shall become the sole and exclusive property of the City upon completion, acceptance of the Cost Sharing Improvements by the City, and conveyance from Developer to the City. Conveyance of the Cost Sharing Improvements shall occur by bill of sale or other conveyance document prescribed and approved by the City.

(iii) Governmental Approvals. Developer shall pursue and obtain any remaining and required entitlements, permits, and approvals from governmental, quasi-governmental or regulatory authorities (collectively, "**Governmental Authorities**") necessary in connection with Developer's construction of the Cost Sharing Improvements including, without limitation approval of the horizontal site development plan, the form and content of which shall be satisfactory and acceptable to Developer in its good faith discretion (collectively, the "**Approvals**").

(iv) Modifications. Any material modification to the DPR approved Cost Sharing Improvements designs, whether made prior to or during construction (a "**Proposed Modification**"), shall require the prior written approval of the City which approval shall not be unreasonably withheld, conditioned, or delayed. Upon the need for a Proposed Modification, Developer shall provide written notice to DPR as soon as reasonably practical, including the reason for the Proposed Modification, any modifications to the agreed upon budget, and such other explanatory or back-up documentation as reasonably necessary (collectively, a "**Modification Notice**"). Within ten (10) business days after the receipt of any Modification Notice, DPR shall respond with written approval or disapproval thereof (and if disapproval an explanation of the reason for said disapproval), which such

approval shall not be unreasonably withheld or delayed. Failure to deliver such written approval or disapproval within such ten (10) day period shall be deemed approval thereof. If the Proposed Modification is disapproved, the Parties shall meet and discuss the disapproval. If a Proposed Modification is required by the City, the Proposed Modification shall be deemed approved by the Parties.

1.3 Progress Meetings. DPR shall designate a DPR representative as the point of contact for the Cost Sharing Improvements. Developer shall provide to the DPR representative, upon request, updates on the design, construction, scheduling, and other similar issues related to the Cost Sharing Improvements. Progress meetings under this Agreement apply only to the Cost Sharing Improvements. Developer may, but is not obligated to, add DPR to any meetings involving the Project. Notwithstanding, a DPR representative will attend all design and construction meetings, owner/architect/contractor meetings, inspections, and other site meetings related to the Cost Sharing Improvements.

2. **Construction of the Cost Sharing Improvements.**

2.1 In addition to compliance with other laws set forth in this Agreement, all construction of Cost Sharing Improvements by Developer shall be governed and controlled by all limitations and provisions that are imposed by the City Charter or City ordinances. Specifically, such work shall be performed in compliance with the following provisions as any may be amended or re-codified from time to time, including any additional ordinances or executive orders passed by the City establishing requirements on contracting as determined by the City in its sole discretion:

(i) Competitive procurement set forth in the Denver City Charter at 2.3.3(A)(i), Section 20-56 of the Denver Revised Municipal Code (“**D.R.M.C.**”) and Executive Order No. 8. The Parties acknowledge that Swinerton (“**Contractor**”) has been selected as the general contractor through a selection process that has been deemed by the City to be sufficient for the purposes of these requirements;

(ii) Compliance with Denver Wage Laws as set forth under Section 9.27;

(iii) Payment of minimum wages set forth in Section 20-82 through 20-84, D.R.M.C.;

(iv) Public art as required under Sections 20-85 through 20-90, D.R.M.C.; and

(v) Minority and women business enterprise and small business enterprise participation required in accordance with Sections 28-31 through 28-90, D.R.M.C. and Sections 28-202 through 28-249, D.R.M.C.

2.2 Competitive Selection; Contracting. Developer has used a competitive procurement process acceptable to the City to select a qualified and experienced construction contractor for the Cost Sharing Improvements. All contractors shall be fully and sufficiently insured consistent with City requirements and shall obtain the required payment and performance

bonds, or other financial guarantees acceptable to the City Attorney's Office, as further specified in Section 2.3 below. All contracts for the Cost Sharing Improvements shall comply with the requirements listed under subsection 2.1, above, and contain warranties of not less than one (1) year from the date of Substantial Completion for all work and materials all as acceptable to DPR and issued to the benefit of the City, or promptly transferred to the City after completion and City acceptance of the Cost Sharing Improvements. In addition, the maintenance and establishment required for native vegetation is or shall be required as a part of the other maintenance activities under the License Agreement for Post-Construction Maintenance of Cost Sharing Improvements. The warranties and requirements for work and materials shall comply with DPR's Standards and Specifications, which shall be provided to Developer. Upon prior written request only, Developer will provide DPR copies of construction contracts and subcontracts related to the Cost Sharing Improvements.

2.3 Payment and Performance Bonds; Other Financial Guarantee. Developer shall require that the Contractor obtain and maintain a one hundred percent (100%) Performance and Payment bond(s) from an acceptable surety (the "**Performance and Payment Bond**"). The City shall be named as an obligee on all bonds. Bonds must be conditioned (1) that prompt payment shall be made for all amounts lawfully due to all contractors, subcontractors, and persons or entities furnishing labor or materials used in the prosecution of the work on any phase of the Project; and (2) as guarantee of the obligation to complete the Cost Sharing Improvements as provided in this Agreement. The dollar amount of such bonds shall be modified, as needed, to reflect any approved change orders that modify the total cost of the Cost Sharing Improvements. Failure to comply with the requirements of this Section 2.3 may be legal grounds under this Agreement for work to be ordered to cease or to be restricted, as deemed reasonably appropriate by the DPR representative, until compliance is achieved and any unpaid claims are resolved. The obligations set out in this Section 2.3 shall survive the expiration or termination of this Agreement.

2.4 Insurance Requirements. At all times during the term of this Agreement, including any renewals or extensions, Developer or Contractor shall maintain such insurance, by commercial policy or self-insurance, as required under the Agreement. This obligation to maintain insurance shall survive the termination of this Agreement. Developer shall include all contractors or subcontractors or subconsultants as additional insureds under these policies (with the exception of Workers' Compensation) or shall ensure that all contractors or subcontractors and subconsultants maintain the required coverages as set forth in **Exhibit E**. Developer agrees to provide proof of insurance for all such contractors or subcontractors and subconsultants upon request by the City. **Exhibit E** shall also include the certificates of insurance and insurance requirements set forth in Section 2.8, below. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the contractor or subcontractor. The contractor or subcontractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

2.5 Access; Right of Entry. During construction, Developer is granted permission by this Agreement to enter and remain on City owned property solely for the purpose of performing the work related to the Cost Sharing Improvements and associated or related activities including any needed staging or storage. Developer shall at all reasonable hours ensure right of entry to any City inspector or other authorized agent of the City to the work site to conduct

tests and evaluations to determine that the work and materials used are of good quality and in conformance with the approved design plans and specifications for the Cost Sharing Improvements. If the City determines that the work related to the Cost Sharing Improvements is not otherwise being performed in accordance with this Agreement, the DPR Executive Director shall give written notice of such default to Developer prior to material action being taken, and if Developer does not correct the issue, order that Developer suspend performance of the work until there is satisfactory evidence that the work will be performed in accordance with this Agreement. The City shall grant Developer a license for entry onto City-owned Property in order to perform post-construction maintenance of the Cost Sharing Improvements.

2.6 Delay. If, for any reason, the Cost Sharing Improvements work is delayed or halted while in process for more than ten (10) calendar days, Developer shall require that the Contractor take reasonable measures to protect the site and work from weather damage, erosion, vandalism and other similar threats and to protect public safety on and around the site. City shall not be responsible for additional costs in accordance with Section 3.3.

2.7 Defense and Indemnification.

(i) Developer shall defend, indemnify, and hold harmless the City, its appointed and elected officials, employees and agents, against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from or relating to the exercise of this Agreement, any work performed or activities undertaken, or financial liability incurred by Developer in relation to this Agreement, and the occupancy or use of any portion of the City-owned property (“**Claims**”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity and duty to defend shall be interpreted in the broadest possible manner to indemnify and protect the City for any acts or omissions of the Developer, either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

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

(iv) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Developer under the terms of this indemnification

obligation. Developer shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(v) This defense and indemnification obligation shall survive the expiration or revocation of this Agreement.

2.8 Developer Insurance. Developer's certificate of insurance ("COI") for the Project is attached and included with **Exhibit E**. In addition, Developer is an additional named insured on Contractor's Controlled Insurance Policy ("CCIP") for the Project. The certificate of insurance for the CCIP is also included with **Exhibit E**.

(i) General Conditions. Developer shall require its Contractor to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement and as related to Developer's occupancy or use of City-owned property. The Developer's insurance requirements shall be satisfied through the CCIP, which coverages are described in **Exhibit E**. In the case Contractor fails to maintain the CCIP, or otherwise fails to include Developer as an additional named insured, then Developer shall remain responsible for the insurance set forth in this Section 2.8. Contractor's insurance requirements related to the construction are also set forth in **Exhibit E**. Developer shall require the Contractor to keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period related to work performed for the City (except as may be agreed between the Parties and assigned to another responsible party or entity). The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Developer shall require its Contractor to provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Developer shall require its Contractor to be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Developer. Developer shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(ii) Proof of Insurance. Services or work relating to this Agreement shall not commence prior to placement of coverages required under this Agreement. The City requests that the City's contract number be referenced on future COIs that may be provided to the City upon regularly scheduled renewals. The City's acceptance of a COI or other proof of insurance that does not comply with all insurance requirements set forth in this

Agreement shall not act as a waiver of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(iii) Additional Insureds. For Commercial General Liability and Excess Liability/Umbrella (if required), Developer shall require Contractor's and subcontractor's insurers to include the City and County of Denver, its elected and appointed officials, employees and volunteers, and Developer and its officials, officers, employees and volunteers as additional insured.

(iv) Waiver of Subrogation. For all coverages required under this Agreement, with the exception of Professional Liability, Developer shall require that Contractor's insurer waive subrogation rights against the City.

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

(vi) Workers' Compensation/Employer's Liability Insurance. Developer shall require Contractor to maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. If Contractor fails to provide and maintain the coverage as required by statute, then Developer shall remain responsible for providing such coverage.

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

(viii) Automobile Liability. Developer shall require Contractor to maintain Automobile Liability as set forth in **Exhibit E**. Developer shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing under this Agreement (if any). Developer represents, as material representations upon which the City is relying, that Developer does not own any fleet vehicles and that in performing under this Agreement, Developer's owners, officers, directors, and employees use their personal vehicles.

2.9 Payment of Taxes. Developer or its contractors and subcontractors shall pay all applicable taxes, which may include sales and use taxes and occupational privilege taxes, levied by the State and the City on any tangible property built into or incorporated into the work. Upon request by the City, Developer shall request from the selected contractor and provide to the City

an itemized and certified statement which shall include the names and addresses of the suppliers, the amount of such taxes owed or paid, and the dates of payment.

2.10 Walk Through Inspections. Upon receipt of a Notification of Substantial Completion from Developer to DPR, DPR shall, within ten (10) days after receipt or such time as is mutually agreeable between the Parties, conduct a “walk-through” inspection of the Cost Sharing Improvements in accordance with DPR’s standard procedures and specifications to determine compliance with this Agreement and the approved designs and to determine whether Substantial Completion of the Cost Sharing Improvements has been achieved. “**Substantial Completion**” for the purposes of this Agreement shall mean that: (1) the Cost Sharing Improvements are sufficiently complete to allow the public to use the facilities as intended, and (2) only minor items of work remain such that DPR and the Developer can develop a punch list as a result of the walk-through inspection. The City (at the City’s discretion) may refer areas of the Cost Sharing Improvements, or improvements constructed in newly dedicated, or to-be dedicated, public Rights-of-Way, to additional City personnel for review. Once DPR has deemed the Cost Sharing Improvements substantially complete, Developer shall cause its Contractor to complete the punch list items within a reasonable time. At Substantial Completion, Developer shall provide DPR a certificate, on DPR’s form, indicating the start date and duration of the required warranties. Developer will provide a warranty for the Cost Sharing Improvements (one year after Substantial Completion) as required and directed by DPR. The final terms and conditions of the warranty will be provided to the District for the purposes of the District’s maintenance obligations. DPR shall provide Developer with a Letter of Final Acceptance upon Developer’s completion of the punch list items.

2.11 Ownership and Maintenance of the Cost Sharing Improvements. Upon completion of construction, Developer shall provide a Project Closeout Report, documenting the scope, schedule, final accounting of Project costs and expenditures of City Funds, and photos of the Cost Sharing Improvements area before, during, and post-construction and installation. The City shall own those Cost Sharing Improvements on City-owned property, and the District shall own those Cost Sharing Improvements on District-owned property. The Parties anticipate addressing long-term maintenance of the Cost Sharing Improvements and respective real property owned by the Parties by separate written agreement or other agreed upon arrangement, but in the absence of a maintenance agreement or understanding, each Party shall be responsible for maintenance of improvements located on its respective property.

3. **Cost Sharing and Funding.**

3.1 Developer has obtained quotes for the costs of the Cost Sharing Improvements and the Parties have agreed upon the “**City-Approved Budget**” for the total construction costs of the Cost Sharing Improvements, as detailed in **Exhibit B**.

3.2 City Funding. The Parties have estimated the total costs of the Cost Sharing Improvements to be approximately Nine Million Dollars (\$9,000,000.00) (“**Cost Sharing Improvements Costs**”). The total amount of City funding shall be in an amount not to exceed **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)** and is intended to reimburse the Developer for a portion of the construction costs. All funds from the City and DPR shall be referred to as “**City Funds**”. All distributions of City Funds shall be paid on a

reimbursement basis only and subject to reporting and audit requirements as required by law and set forth in this Agreement.

3.3 Additional Costs. The City shall not owe any additional funds or other payment obligation to Developer for delays in design or construction caused by Developer, or delays in the approval or establishment of quasi-governmental districts, approval of any other separate funding, or other approvals required through City Council or otherwise outside of the control of DPR or the City. Nothing contained in this Agreement shall obligate or require the City or City Council to approve any proposed additional funding in connection with the Cost Sharing Improvements, and Developer hereby acknowledges such disclaimer.

3.4 Reimbursement. During construction Developer shall submit monthly progress reports (“**Progress Reports**”) until the City issues a Letter of Final Acceptance. These reports may include a request for reimbursement, or requests for reimbursement may be separately submitted. Requests for reimbursement of City Funds (“**Reimbursement Requests**”) shall include: (1) a schedule of values; (2) a cash flow to include a comparison of the total budget, expenditures-to-date, and forecasted expenditures through completion of the entire scope of work segregated by Developer funds, City Funds, and any additional funds; and (3) a current project schedule for the Cost Sharing Improvements through completion as set forth in Sections 2.10 and 2.11. The Parties agree that the AIA G702 and G703 that Developer’s general Contractor submits to Developer and then Developer submits to the City meet these requirements. In addition to the aforementioned items, Reimbursement Requests shall include copies of invoices as well as proof of payment(s) and a comprehensive list of previous invoices funded by the City. It is preferred, but not required, that Reimbursement Requests are submitted and included with the Progress Reports. The City reserves the right to request at any time additional supporting documentation regarding the Cost Sharing Improvements, Progress Reports and Reimbursement Requests. Failure to provide such documents as requested may result in a delay by City paying the City Funds requested in the Reimbursement Requests and at Project completion. DPR further reserves the right to withhold payment of the estimated cost of any remaining punch list work until such punch list work is satisfactorily completed.

3.5 Developer is strictly prohibited from using City Funds for any use not directly related to the construction and installation of the Cost Sharing Improvements or otherwise not within the agreed work.

3.6 The Parties agree that any obligation of the City under this Agreement, including for all or any part of its payment obligation hereunder, whether direct or indirect, shall extend only to the payment of the City Funds that are issued and available and duly and lawfully appropriated by the City Council for the purpose of this Agreement.

4. **Public Art**. As part of the Riverfront Open Space, the City may be installing public art, subject to the approval process described in this Section. Approval and funding of public art shall be done on a case-by-case basis, in accordance with the Denver Public Art Ordinance at D.R.M.C. 20-85. Public art shall be maintained as required under a future, separate maintenance agreement between the City and District. The Developer shall not install any public art on City-owned property unless expressly and specifically approved and permitted by the City.

5. **Term.** This Agreement is effective as of the Effective Date and shall remain in effect until, and shall automatically terminate upon, the later of: (1) completion of construction of the Cost Sharing Improvements, which shall mean completion of the work, acceptance by the City and the District per the City-Approved Designs (all consistent with and as required under Section 2.10), plus delivery of final lien releases from all parties who have furnished materials or services or performed labor in connection with the construction of the Cost Sharing Improvements; and (2) payment by DPR of one-third of the City-Approved Budget for the Cost Sharing Improvements. The Parties agree that any time for performance of any term or satisfaction of any condition under this Agreement may be extended for up to two (2) years by a letter signed by the City's Executive Director of DPR and an authorized representative of Developer and the District.

6. **Obligation to Construct the Cost Sharing Improvements.** Under the separate Development Agreement, Developer has the right to develop the Project and has no obligation to develop the Project under that Agreement, and, as a result, also has no obligation to construct the Cost Sharing Improvements. However, if Developer performs any part of construction of the Cost Sharing Improvements and cannot complete the Project or the Cost Sharing Improvements due to no fault of the City, Developer shall be obligated to take reasonable measures to protect the work site and incomplete Cost Sharing Improvements from weather damage, vandalism, and other damage during any periods of delay; or remove the incomplete Cost Sharing Improvements; or restore the City property; or any combination of these options, all as directed by the City. Developer shall also be obligated to repay the City unexpended City Funds, if any. Developer's obligation to protect and restore City property shall be subject to the default and cure provisions under Section 9 of this Agreement.

7. Upon written notification by Developer that the Cost Sharing Improvements are complete and the work has been accomplished, the City shall inspect the Cost Sharing Improvements as set forth in Section 2.10 and Section 2.11.

8. **Environmental Requirements as a Condition of Completion.** Developer shall comply with the requirements of the Development Agreement, as may be amended. Section 13 of the Development Agreement as related to acceptance of the Cost Sharing Improvements, environmental standards, and environmental protocols, including any modifications by amendment to the Development Agreement, shall apply to this Agreement, is hereby integrated into this Agreement by reference, and is a material condition of this Agreement.

9. **General Provisions.**

9.1 Time is of the Essence. It is understood and agreed between the Parties that time is of the essence hereof; and all the agreements herein contained shall be binding upon and for the benefit of each Party's successors and assigns.

9.2 Default by City. A "breach" or "default" by the City under this Agreement shall be defined as the City's failure to fulfill or perform any material obligation of the City contained in this Agreement.

9.3 Default by Developer. A “breach” or “default” by Developer shall be defined as Developer’s failure to fulfill or perform any material obligation of Developer contained in this Agreement.

9.4 Default by District. A “breach” or “default” by the District shall be defined as the District’s failure to fulfill or perform any material obligation of the District contained in this Agreement.

9.5 Notices of Default; Cure Period. In the event of a default by either Party under this Agreement, the non-defaulting Party shall deliver written notice to the defaulting Party of such default, at the address specified below, and the defaulting Party shall have 30 days from and after receipt of such notice to cure such default. If such default is not of a type which can be cured within such 30-day period and the defaulting Party gives written notice to the non-defaulting Party within such 30-day period that it is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of such 30-day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure.

9.6 Remedies. If any default under this Agreement is not cured as described above, the non-defaulting Party shall have all remedies available at law or in equity, including an action for injunction and/or specific performance, but each Party hereby waives the right to recover, to seek and to make any claim for damages for default under this Agreement, including recovery by the City of any unused City Funds, or for attorneys’ fees or costs.

9.7 Authority to Execute. The Parties each represent that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind each Party. The Developer represents and warrants that it is lawfully seized and possessed of the Property; has good and lawful right, power and authority to bind and encumber the Property.

9.8 Cooperation of the Parties. If any legal or equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement, the City and Developer shall reasonably cooperate in defending such action or proceeding, each to bear its own expenses in connection therewith. Unless the City and Developer otherwise agree, each Party shall select and pay its own legal counsel to represent it in connection with such action or proceeding.

9.9 Assignment. The rights and obligations under this Agreement may not be assigned to any entity without the prior written consent of the other Parties, except that any responsibility for the financing, acquisition, planning, design, engineering, permitting, remediation or engineering controls, construction, completion, operation, maintenance, repair or replacement of any park, recreation or storm drainage facility or any other public infrastructure specified in this Agreement may be assigned to and performed by the District in accordance with the District’s service plan. Any assignment must ensure close cooperation and coordination with the City in the development of public spaces/infrastructure. Written notice of any such assignment shall be given to the City. If this Agreement is assigned, all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of the respective Parties. Notwithstanding the foregoing, Developer shall have the

right to assign or transfer all or any portion of its interests, rights and obligations under this Agreement without the prior written consent of the City, to third parties acquiring an interest or estate in the Property, including, but not limited to, purchasers or long-term ground lessees of individual lots, parcels, or of any improvements now or hereafter located within the Property, provided that to the extent Developer assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of Developer's obligations under this Agreement by its assignee shall thereby relieve Developer of any further obligations under this Agreement with respect to the matter so assumed.

9.10 Force Majeure. No Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of Force Majeure; provided that prompt notice of the occurrence and the end of such delay shall be provided by the Party asserting Force Majeure. "**Force Majeure**" shall mean causes beyond the reasonable control of a Party such as, but not limited to, moratoriums and governmental delays in issuing permits or approvals beyond the reasonable control of the affected Party, labor strikes or lockouts, power shortages or failures, pandemics, epidemics, acts of God, inclement weather of such severity as to preclude continued work under prevailing industry standards, riots, insurrection, war, or unavailability or shortages of materials.

9.11 Further Assurances. From time to time, upon the request of one of the Parties to the other, the other Party receiving a request under this Section 9.11 agrees to make, execute and deliver or cause to be made, executed and delivered to the other Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, based on the reasonable, good faith review and assessment of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the City's or Developer's rights under this Agreement, provided the requesting Party is currently in full compliance with the provisions of this Agreement.

9.12 Severability. The promises and covenants contained herein are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid, void or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, so long as each Party receives substantially all the benefits contemplated in this Agreement and so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining.

9.13 Compliance with General Regulations. Nothing in this Agreement shall preclude the City's application of its health and safety regulations, its regulations of general applicability (including, but not limited to, street and streetscape regulations, building, fire, plumbing, electrical and mechanical codes, the D.R.M.C, and other City rules and regulations) or the application of state or federal regulations, as all of such regulations exist on the date of this Agreement or may be enacted or amended after the date of this Agreement. Developer does not waive its right to oppose the enactment or amendment of any such regulations or to challenge the validity of such regulations through proper means.

9.14 No Discrimination in Employment. In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote,

or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agree to insert the foregoing provision in all subcontracts hereunder.

9.15 When Rights and Remedies Not Waived. In no event shall any performance hereunder constitute or be construed to be a waiver by any Party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach or default exists shall in no way impair or prejudice any right of remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement shall be deemed or taken to be a waiver of any other default or breach.

9.16 Subject to Local Laws: Venue. Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the City Charter, and the ordinances, executive orders, rules, and regulations of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

9.17 Extensions: Amendments. Except as otherwise provided for herein, no prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. Except as otherwise provided for herein, no subsequent notation, renewal, addition, deletion, or other amendment to or termination of this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties, with the same formality as this Agreement. City Council approval shall be required for amendments to the extent required by the City Charter. The Agreement may be extended as set forth in Section 5. For the purposes of any amendment to or termination of this Agreement, “**Developer**” shall mean only JV LODO DENARGO LLC and those parties, if any, to whom JV LODO DENARGO LLC may specifically grant, in writing, the power to enter into such amendment or termination.

9.18 Section Headings. The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular sections hereof to which they refer.

9.19 No Third-Party Beneficiary. It is the intent of the Parties that no third-party beneficiary interest is created in this Agreement except for an assignment pursuant to this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

9.20 Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one of the same document. Facsimile signatures shall be

accepted as originals. The Parties consent to the use of electronic signatures by any Party hereto. The Agreement and any other documents requiring a signature may be signed electronically by each Party in the manner specified by that Party. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

9.21 Appropriation. Notwithstanding any provision of this Agreement to the contrary, financial obligations of the City, if any, under this Agreement are contingent upon all funds necessary for performance under this Agreement being budgeted, appropriated and otherwise made available, and any commitments by the City to provide services are contingent upon the necessary funds being budgeted, appropriated, and otherwise made available and the necessary discretionary actions being taken by the City Council and the Mayor. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

9.22 Reasonableness of Consent or Approval. Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either Party hereto, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

9.23 No Personal Liability. No elected official, director, officer, agent, manager, member or employee of the City, the District, or Developer shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

9.24 Conflict of Interest by City Officers. Developer represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

9.25 No Merger. The Parties intend that the terms and conditions of this Agreement shall survive any conveyance of real property and shall not be merged into any deed conveying real property.

9.26 Effective Date. The Effective Date of this Agreement shall be the date that this Agreement has been fully signed by the Mayor of the City.

9.27 Compliance with Denver Wage Laws. To the extent applicable to the Cost Sharing Improvements hereunder, Developer shall comply with or cause the Contractor to comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance

with the foregoing D.R.M.C. Sections. By executing this Agreement, Developer expressly acknowledges that the Developer is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

9.28 Examination of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Developer's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Developer shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Developer to make disclosures in violation of state or federal privacy laws. Developer shall at all times comply with D.R.M.C. 20-276.

9.29 Further Assurances. Each Party, upon a prior written request, shall execute and deliver to the other all such other further instruments or documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

9.30 Police Powers. Nothing in this Agreement shall impair or limit the City's exercise of its police powers.

9.31 Notices. Any notices, demands or other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, delivered by overnight courier service, or sent by certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below, or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith. Notice shall be considered given at the time it is personally delivered, the next business day following being placed with any reputable overnight courier service for next business day delivery, or, if mailed, on the third business day after such mailing.

If to the City:

Executive Director of Parks and Recreation
201 W. Colfax, Dept. 601
Denver, Colorado 80202

With copies to:

Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

If to Developer: JV LODO DENARGO LLC
c/o Golub & Company, LLC
625 North Michigan Avenue, Suite 2000
Chicago, Illinois 60611
Attention: Joel Sandridge

with copy to:

Brownstein Hyatt Farber Schreck
675 14th Street, Suite 2900
Denver, Colorado 80202
Attn: Caitlin Quander

If to District: Denargo Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attn: David Solin

with copy to:

McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1254
Attn: Paula Williams

10. Additional City Required Provisions.

10.1 Colorado Governmental Immunity Act. The Parties understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.

10.2 No Authority To Bind City To Contracts. Developer lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

10.3 Permits, Licenses, Taxes, Charges, And Penalties. Developer agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any taxes, excises, license or permit fees to become delinquent. Developer further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become

delinquent. The City is not liable for the payment of taxes, late charges or penalties of any nature. Developer shall not allow any lien, mortgage, judgment or execution to be filed against City property.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PARKS-202473847-00
Contractor Name: JV LODO DENARGO LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202473847-00
JV LODO DENARGO LLC

Developer:

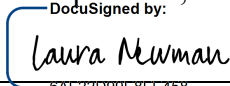
JV LODO DENARGO LLC,
a Delaware limited liability company

By: JV Denargo LLC, a Delaware limited liability company, its sole member

By: GF Denargo Investor, LLC, a Delaware limited liability company, its manager

By: GOCO Denargo Investors, LLC, a Delaware limited liability company, its administrative manager

By: Golub Real Estate Corp., an Illinois Corporation, its manager

By: 
Name: Laura Newman
Its: Authorized Signatory

Contract Control Number: PARKS-202473847-00
Contractor Name: JV LODO DENARGO LLC

District:

**DENARGO MARKET METROPOLITAN
DISTRICT NO. 1,**
a quasi-municipal corporation and political
subdivision of the State of Colorado

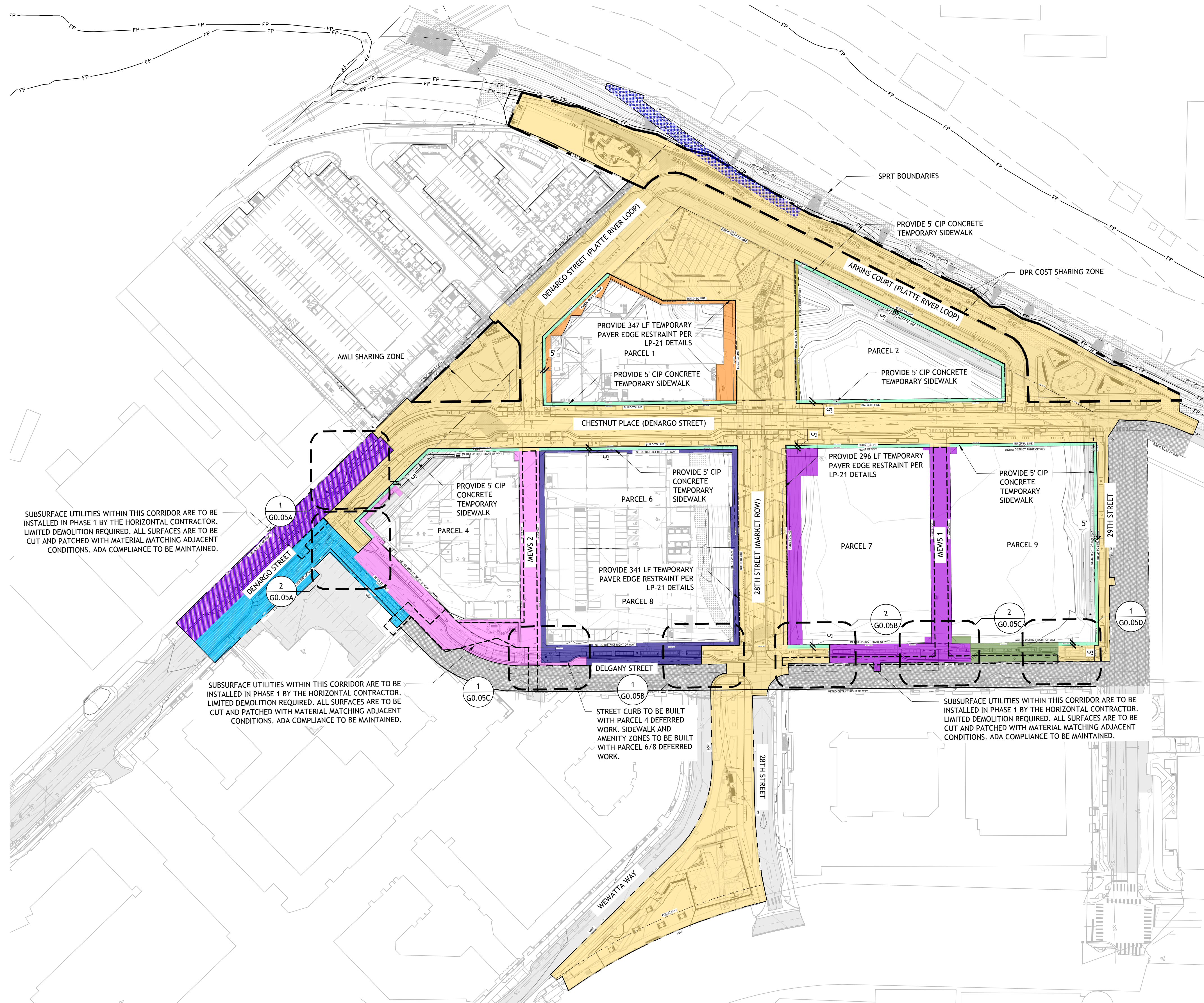
DocuSigned by:
Laura Newman
By: _____
Name: Laura Newman
Title: President

EXHIBIT A

DENARGO MARKET

PUBLIC REALM & HORIZONTAL INFRASTRUCTURE

100% CD - ISSUE FOR CONSTRUCTION
A PORTION OF LAND LOCATED IN THE NE 1/4 NW 1/4, SE 1/4 NW AND THE NE 1/4 SW 1/4 SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY AND COUNTY OF DENVER, STATE OF COLORADO
LOCATED IN THE INTERSECTION OF 29TH STREET AND BRIGHTON BOULEVARD



CONSTRUCTION PHASING LEGEND

SYMBOLS	DESCRIPTION
[Yellow Box]	PHASE 1A CONSTRUCTION ALL DISTRICT-WIDE ENABLING SURFACE AND SUB SURFACE MATERIALS EXCLUDING ELEMENTS WITHIN THE SPRT AND FLOODPLAIN BOUNDARY
[Blue Box]	PHASE 1B CONSTRUCTION ALL ELEMENTS SHOWN WITHIN BOUNDARY PROPOSED MINOR ALTERATIONS TO THE FLOODPLAIN. SUDP APPROVALS ARE TO BE OBTAINED PRIOR TO PROCEEDING WITH WORK.
[Green Box]	INTERIM CONDITION 4" CIP CONCRETE SLAB WITH WELDED WIRE FABRIC ON IMPORTED BACKFILL, STANDARD GRAY WITH LIGHT BROOM FINISH PERPENDICULAR TO THE PATH OF TRAVEL. PROVIDE COLD JOINT WITH SLIP DOWELS ALONG THE LENGTH BETWEEN PERMANENT PAVEMENT AND TEMPORARY PAVEMENT. AT THE TIME OF VERTICAL CONSTRUCTION, TEMPORARY SIDEWALK IS TO BE REMOVED AND REPLACED WITH PERMANENT ENTITLED AND DESIGNED CONDITIONS.
[Orange Box]	PARCEL 1 DEFERRED WORK SHOWN FOR INFORMATIONAL AND ENTITLEMENT PURPOSES ONLY. ALL HORIZONTAL CONSTRUCTION WILL BE DEFERRED UNTIL A LATER DATE WITH THE VERTICAL CONSTRUCTION OF PARCEL 1. EXISTING CONDITIONS WILL REMAIN IN PLACE AND FUNCTIONAL UNTIL THAT TIME.
[Light Green Box]	PARCEL 2 DEFERRED WORK SHOWN FOR INFORMATIONAL AND ENTITLEMENT PURPOSES ONLY. ALL HORIZONTAL CONSTRUCTION WILL BE DEFERRED UNTIL A LATER DATE WITH THE VERTICAL CONSTRUCTION OF PARCEL 2. EXISTING CONDITIONS WILL REMAIN IN PLACE AND FUNCTIONAL UNTIL THAT TIME.
[Pink Box]	PARCEL 4 DEFERRED WORK SHOWN FOR INFORMATIONAL AND ENTITLEMENT PURPOSES ONLY. ALL HORIZONTAL CONSTRUCTION WILL BE DEFERRED UNTIL A LATER DATE WITH THE VERTICAL CONSTRUCTION OF PARCEL 4. EXISTING CONDITIONS WILL REMAIN IN PLACE AND FUNCTIONAL UNTIL THAT TIME.
[Light Blue Box]	PARCEL 5 DEFERRED WORK SHOWN FOR INFORMATIONAL AND ENTITLEMENT PURPOSES ONLY. ALL HORIZONTAL CONSTRUCTION WILL BE DEFERRED UNTIL A LATER DATE WITH THE VERTICAL CONSTRUCTION OF PARCEL 5. EXISTING CONDITIONS WILL REMAIN IN PLACE AND FUNCTIONAL UNTIL THAT TIME.
[Dark Blue Box]	PARCEL 6 & 8 DEFERRED WORK SHOWN FOR INFORMATIONAL AND ENTITLEMENT PURPOSES ONLY. ALL HORIZONTAL CONSTRUCTION WILL BE DEFERRED UNTIL A LATER DATE WITH THE VERTICAL CONSTRUCTION OF PARCEL 6 & 8. EXISTING CONDITIONS WILL REMAIN IN PLACE AND FUNCTIONAL UNTIL THAT TIME.
[Purple Box]	PARCEL 7 DEFERRED WORK SHOWN FOR INFORMATIONAL AND ENTITLEMENT PURPOSES ONLY. ALL HORIZONTAL CONSTRUCTION WILL BE DEFERRED UNTIL A LATER DATE WITH THE VERTICAL CONSTRUCTION OF PARCEL 7. EXISTING CONDITIONS WILL REMAIN IN PLACE AND FUNCTIONAL UNTIL THAT TIME.
[Light Purple Box]	PARCEL 9 DEFERRED WORK SHOWN FOR INFORMATIONAL AND ENTITLEMENT PURPOSES ONLY. ALL HORIZONTAL CONSTRUCTION WILL BE DEFERRED UNTIL A LATER DATE WITH THE VERTICAL CONSTRUCTION OF PARCEL 9. EXISTING CONDITIONS WILL REMAIN IN PLACE AND FUNCTIONAL UNTIL THAT TIME.
[Hatched Box]	LODO SELF STORAGE SITE DEFERRED WORK SHOWN FOR INFORMATIONAL AND ENTITLEMENT PURPOSES ONLY. ALL HORIZONTAL CONSTRUCTION WILL BE DEFERRED UNTIL A LATER DATE WITH THE VERTICAL CONSTRUCTION OF THE LODO SELF STORAGE SITE. EXISTING CONDITIONS WILL REMAIN IN PLACE AND FUNCTIONAL UNTIL THAT TIME.
[Grey Box]	EXISTING CONDITIONS EXISTING CONDITIONS TO REMAIN IN PLACE
[Dashed Line]	TEMPORARY METAL PAVER RESTRAINT REFER TO PAVING DETAILS
[Square Box]	COST SHARING ZONES COST FOR DESIGNATED AREAS ARE TO BE SHARED BETWEEN CLIENT AND OTHER ENTITIES. AREAS ARE TO BE PRICED SEPARATELY.

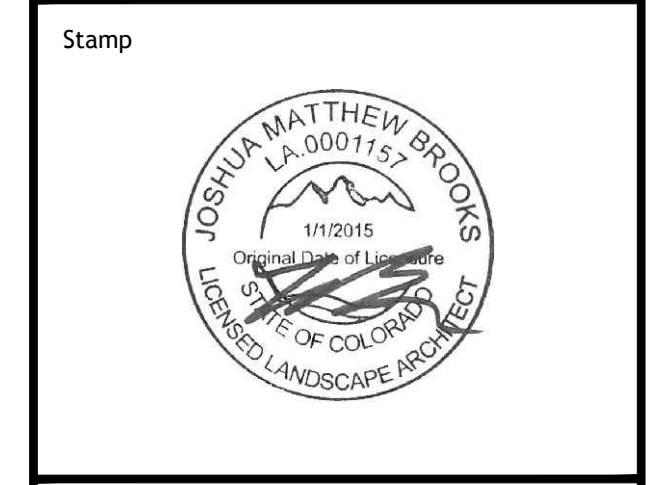
NOTES

- DRAWING INTENDED TO BE VIEWED AND PRINTED IN COLOR
- ALL TEMPORARY CONDITIONS TO ADHERE TO ADA STANDARDS

0' 40' 80' 160'
SCALE: 1" = 80'

No.	Description	Date
1	100% CD ISSUE FOR CONSTRUCTION	11.10.2023

DWG ISSUE & REVISION HISTORY



Project Title:
**DENARGO MARKET
PUBLIC REALM &
HORIZONTAL
IMPROVEMENTS**

Drawing Title:
**CONSTRUCTION
PHASING & COST
DIVISION DIAGRAM**

Project No: 18157.00 Scale: 1" = 80'
Drawn By: LT, BT, JP, AC
Checked By: AP, DD
Approved By: JB
Date: 11.10.2023

Drawing No:
G0.04

EXHIBIT B

Denargo Market - 100% Construction Documents Estimate
Cost Estimate for Parks and Open Space Subject to City Cost Share

<i>Item</i>	<i>Estimate</i>	
General Contractor GMP	\$ 7,407,534	
Preconstruction	\$ 26,010	**DPR contract was 17% of total construction value. Total Precon fee of \$153k was prorated.
Material Testing & Inspection Services	\$ 36,625	
Environmental Compliance Oversight	\$ 115,722	
3rd Party Accessibility Review	\$ 2,227	
Geotechnical Exploration	\$ 9,704	
TEP and SSPR Plan Fees	\$ 23,122	
Builder's Risk Insurance	\$ 30,845	
Environmental Insurance	\$ 33,470	
Climbing RiNo Structure	\$ 987,800	**Includes 10% contingency, contracted separately outside of GMP
Temporary Protection for Climbing RiNo During Construction	\$ 50,000	**Temp. protection/screening allowance
Xcel Electrical Site Transformer	\$ 203,781	
Signage Allowance	\$ 50,000	**Allowance for directional/landmark signage, park rules and regs., park hours, etc.
Public Art Requirement (1% of Hard Costs)	\$ 74,075	
Building Permits/Entitlement Fees - Allowance	\$ 75,000	**Building permits are anticipated for the play structure, any features requiring foundations, etc.
Contingency (8%)	\$ 730,073	
Grand Total	\$ 9,855,988	

EXHIBIT C

Project Manual

DENARGO MARKET PUBLIC REALM & HORIZONTAL IMPROVEMENTS Denver, Colorado

November 10, 2023

100% Construction Documents- Issue for Construction

OWNER

JV LoDo Denargo LLC
2724 Walnut Street
Denver, Colorado, 80205
Tel. 303-996-5264

ARCHITECT OF RECORD (Landscape Architect):



Sasaki
414 14th Street, Suite 250
Denver, Colorado 80202
Tel. 720-210-9468

ENGINEER OF RECORD (Civil Engineer)



MARTIN/MARTIN, INC.
12499 West Colfax Avenue
Lakewood, Colorado 80215
Tel. 303-431-6100

DENARGO MARKET PUBLIC REALM & HORIZONTAL IMPROVEMENTS

JV DENARGO LLC

100% CONSTRUCTION DOCUMENTS - ISSUE FOR CONSTRUCTION

Issue Date: 02.13.2024



LANDSCAPE ARCHITECT *CONSULTANT DIRECT TO OWNER*

SASAKI
414 14TH STREET, SUITE 250
DENVER, CO 80202
ASHLEY PELLETIER
TEL. 617.923.7137
www.SASAKI.com

ELECTRICAL *CONSULTANT SUB TO SASAKI*

PK ELECTRICAL, INC.
4601 DTC BOULEVARD, SUITE 740
DENVER, CO 80237
REID POLING
TEL. 775.826.9010
www.pkelectrical.com

WATER FEATURE *CONSULTANT SUB TO SASAKI*

WATERLINE STUDIOS, INC.
1326 C HWY 290 WEST
DRIPPING SPRINGS, TX 78620
DOMINIC SHAW
TEL. 512.829.4391
www.waterlinefountains.com

CIVIL ENGINEER *CONSULTANT DIRECT TO OWNER*

MARTIN/ MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215
SCOTT PALING
TEL. 303.431.6100 EXT.247
www.martinmartin.com

LIGHTING *CONSULTANT SUB TO SASAKI*

HLB LIGHTING DESIGN
3455 RINGSBY CT, SUITE 148
DENVER, CO 80216
SHELBY ALLEN
TEL. 720.603.1574
www.hblighting.com

TECHNOLOGY *CONSULTANT SUB TO SASAKI*

IMEG
7600 E. ORCHARD ROAD, SUITE 250
GREENWOOD VILLAGE, CO 80111
ADAM JUNE
TEL. 303.796.6018
www.imegcorp.com

STRUCTURAL ENGINEER *CONSULTANT SUB TO SASAKI*

MARTIN/ MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215
BORHAN JABERI
TEL. 303.431.6100 EXT.260
www.martinmartin.com

IRRIGATION *CONSULTANT SUB TO SASAKI*

HYDROSYSTEMS KDI
13949 W COLFAX, SUITE 260
LAKEWOOD, CO, 80401
AMBER CLARK
TEL. 303.980.5327
www.hydrosystemsmdi.com

SURVEY *CONSULTANT DIRECT TO OWNER*

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE, SUITE 1
DENVER, CO 80122
DALE RUSH
TEL. 303.327.7517
www.aztecconsultants.com

City and County of Denver
Parks and Recreation Department
*Checked for General Compliance with applicable Denver
Criteria, Rules, Regulations and Standards.*

APPROVED (if validly signed)

Approved by: Director of Planning _____ Date _____

(Note: Signature in Print)

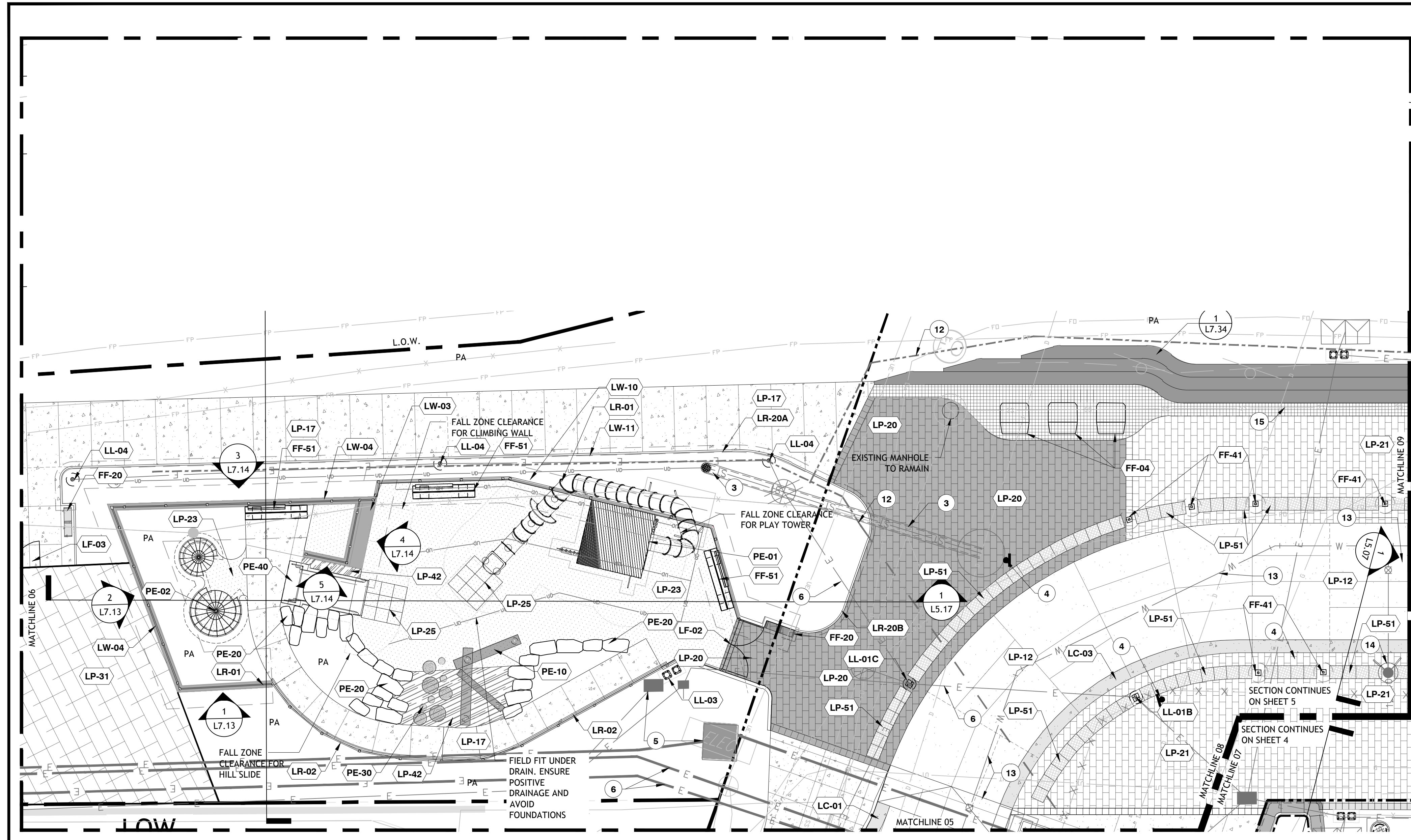
APPROVED AS TO FORM.
**DRAWINGS AND DESIGN ADEQUACY ARE ACCEPTED
BASED UPON THE PROJECT LANDSCAPE ARCHITECT'S
ATTACHED SEAL OF REGISTRATION.**

(Project Landscape Architect's Professional Seal, Signature and Date)

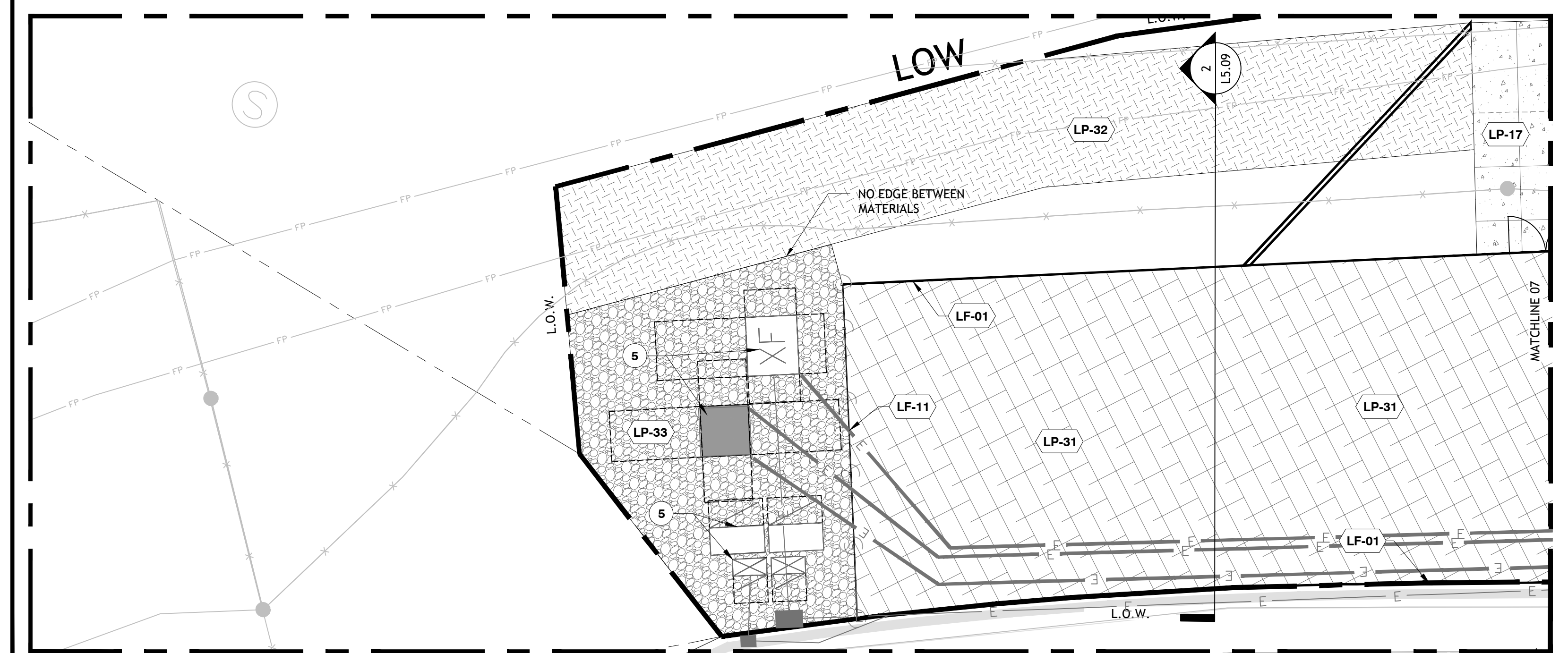


414 14TH STREET, SUITE 250 DENVER, CO 80202
P 617 923 5352 W SASAKI.COM

Sasaki Project No: 18157.00



4B COMMUNITY GARDEN AND PLAYGROUND
1"=10"



4A COMMUNITY GARDEN AND PLAYGROUND
1"=10"

NOTE: CONTRACTOR TO SEE C-SERIES FOR ALL UTILITY PLACEMENTS. UTILITIES APPEARING ON L-SERIES DRAWINGS ARE FOR INFORMATIONAL PURPOSES ONLY.

MATERIALS LEGEND

SYMBOLS	DESCRIPTION	SHEET	SYMBOLS	DESCRIPTION	SHEET
[Symbol]	ASPHALT PAVING - VEHICULAR	L7.00	[Symbol]	BENCH	L7.17
[Symbol]	CONCRETE PAVING - VEHICULAR	L7.00	[Symbol]	ANTI SALVAGED BENCH	L7.17
[Symbol]	CONCRETE PAVING - PEDESTRIAN	L7.00	[Symbol]	FLAT BENCH	L7.17
[Symbol]	ORNAMENTAL CONCRETE PAVING - VEHICULAR	L7.00	[Symbol]	LOUNGER	L7.17
[Symbol]	PEDESTRIAN PAVING JOINTS	L7.00	[Symbol]	BIKE RACK	L7.18
[Symbol]	EXISTING CONCRETE PAVEMENT	L7.00	[Symbol]	ANTI SALVAGED BIKE RACK	L7.18
[Symbol]	CONCRETE BIKE LANE	L7.00	[Symbol]	ANTI SALVAGED PLANTER	L7.18
[Symbol]	SUSPENDED PAVEMENT	L7.01	[Symbol]	BRIGHTON SALVAGED BENCH - 18"	L7.18
[Symbol]	DRPC CONCRETE	L7.04	[Symbol]	BRIGHTON SALVAGED BENCH - 24"	L7.18
[Symbol]	CONCRETE UNIT PAVERS - VEHICULAR	L7.03	[Symbol]	LITTER/RECYCLE BINS	L7.18
[Symbol]	CONCRETE UNIT PAVERS - PEDESTRIAN	L7.03	[Symbol]	DOG BAG DISPENSER & WASTE BIN	L7.18
[Symbol]	GRANITE UNIT PAVERS	L7.03	[Symbol]	COMMUNITY TABLE	L7.19
[Symbol]	SAFETY SURFACE	L7.01	[Symbol]	RETRACTABLE BOLLARD	L7.19
[Symbol]	SAFETY SURFACE WAVE TILES	L7.01	[Symbol]	BOLLARD	L7.19
[Symbol]	RECLAIMED GRANITE UNIT PAVERS	L7.01	[Symbol]	BIRD HOUSE	L7.19
[Symbol]	BARE EARTH FINISH	L7.01	[Symbol]	INSECT HOUSE	L7.19
[Symbol]	HARDPACK RIP-RAP	L7.01	[Symbol]	BACKLESS DRIFTER BENCH	L7.20
[Symbol]	RIVER ROCK COVERING	L7.01	[Symbol]	BACKED DRIFTER BENCH	L7.20
[Symbol]	SPORT COURT PAVING	L7.01	[Symbol]		
[Symbol]	SLOPED SAFETY SURFACE	L7.01	[Symbol]	PRECAST CONCRETE SEATWALL	L7.24
[Symbol]	STEEL DETECTABLE WARNING PAVEMENT	L7.02	[Symbol]	SPORT CONCRETE BLEACHERS	L7.02
[Symbol]	DETECTABLE WARNING PAVEMENT	L7.02	[Symbol]	CUSTOM MANHOLE COVER	L7.02
[Symbol]	BOARDWALK	L7.05	[Symbol]	FIRE FEATURE	L7.09
[Symbol]	GUARDRAIL	L7.08	[Symbol]	SPORT COURT BLEACHER A	L7.21
[Symbol]	GUARDRAIL WITH HANDRAIL	L7.08	[Symbol]	SPORT COURT BLEACHER B	L7.21
[Symbol]	DOG PARK TREE GUARD	L7.10	[Symbol]	BIKE LANE MARKINGS	L7.22
[Symbol]	HANDRAIL AT STAIR/RAMP	L7.12	[Symbol]	RAMP TRIANGLE BLEACHER A	L7.22
[Symbol]	METAL STREETCARE PLANTER RAIL AT PAVERS	L7.43	[Symbol]	RAMP TRIANGLE BLEACHER B	L7.22
[Symbol]	METAL STREETCARE PLANTER RAIL AT PAVING	L7.43	[Symbol]	RAMP TRIANGLE BLEACHER C	L7.22
[Symbol]	FENCING	L7.10	[Symbol]	RAMP TRIANGLE BLEACHER D	L7.22
[Symbol]	GROUND GATE	L7.08			
[Symbol]	FENCE GATE	L7.10	[Symbol]	WOOD MULCH	L7.56
[Symbol]	DOG PARK FENCE	L7.10	[Symbol]	LAWN UNDERDRAN	L7.56
[Symbol]	ART SCREEN AT SPORT COURT	L7.07	[Symbol]	TURF AT PAVEMENT	L7.57
[Symbol]	GARDEN SCREEN	L7.07	[Symbol]	TREE PLANTING	L7.57
[Symbol]	RETAINING WALL AT PLAYGROUND WITH SLOPED FACE	L7.12	[Symbol]	TREE PLANTING ON SLOPE	L7.57
[Symbol]	RETAINING WALL AT PLAYGROUND	L7.12	[Symbol]	MULCH/STEM TREE PLANTING	L7.57
[Symbol]	SPORT COURT WALL	L7.07	[Symbol]	EVERGREEN TREE PLANTING	L7.57
[Symbol]	STACKED BOULDER WALL	L7.47	[Symbol]	SOIL CELL	L7.54
[Symbol]	EDB PRECAST WALL	L7.23	[Symbol]	TREE PLANTING IN DOG PARK	L7.56
[Symbol]	STREET RAIN GARDEN WALL AT CONCRETE	L7.43	[Symbol]	TREE PLANTING IN EDB & RAIN GARDEN	L7.58
[Symbol]	STREET RAIN GARDEN WALL AT PAVING	L7.43	[Symbol]	SHRUB PLANTING	L7.56
[Symbol]	EDB RETAINING WALL	L7.53	[Symbol]	PERENNIAL PLANTING	L7.56
[Symbol]	PLAYGROUND RAIN GARDEN WALL	L7.11	[Symbol]	SHRUB & PERENNIAL SPACING	L7.56
[Symbol]	VEHICULAR CONCRETE TURN-DOWN EDGE AT 8" RAIN GARDEN	L7.11	[Symbol]	GEO-CELL SOIL STABILIZATION	L7.55
[Symbol]	STANDARD CURB AND GUTTER	L7.04	[Symbol]	BARE EARTH	L7.54
[Symbol]	FLUSH CURB AT 28TH STREET	L7.04	[Symbol]	SOIL CELLS AT CONCRETE	L7.54
[Symbol]	FLUSH GATON CURB AT ARKONS COURT	L7.04	[Symbol]	SOIL CELLS AT PAVERS	L7.54
[Symbol]	RAISED PLANTER CURB	L7.04	[Symbol]	HIGH PERFORMANCE TURF SOIL	L7.55
[Symbol]	DOG PARK EDGE	L7.04	[Symbol]	ROUGH/TOLERANT TURF SOIL	L7.55
[Symbol]	MOSH CURB	L7.04	[Symbol]	AMENDED TOP SOIL	L7.55
[Symbol]	FLUSH CURB AT CLIMBING RHINO	L7.04	[Symbol]	RAIN GARDEN SOIL	L7.55
[Symbol]	WATER QUALITY CURB	L7.23	[Symbol]	EDB SOIL	L7.55
[Symbol]	ARKONS RIVER PAVEMENT GRADE BEAM	L7.04	[Symbol]	DELGANY STREET WATER QUALITY	L7.52
[Symbol]			[Symbol]	28TH STREET WATER QUALITY	L7.51
[Symbol]			[Symbol]	SOUTH MARKET PLAZA WATER QUALITY	L7.50
[Symbol]			[Symbol]	NORTH MARKET PLAZA WATER QUALITY	L7.49
[Symbol]			[Symbol]	URBAN GREEN WATER QUALITY	L7.48
[Symbol]			[Symbol]	URBAN GREEN RAIN GARDEN	L7.46
[Symbol]			[Symbol]	TRICKLE CHANNEL	L7.47
[Symbol]			[Symbol]	WATER QUALITY BOLLARD	L7.47
[Symbol]			[Symbol]	RAIN GARDEN INLET	L7.44
[Symbol]			[Symbol]	STREETCARE RAIN GARDEN PLANTERS	L7.45
[Symbol]			[Symbol]	TRENCH DRAIN AT PRECAST CONCRETE	L7.24
[Symbol]			[Symbol]	CONCRETE RAIL INLET AT ARKONS	L7.47
[Symbol]			[Symbol]	DISAPTION STRIP	L7.47
[Symbol]			[Symbol]		

DECKING ASSEMBLY

[Symbol]	BOARDWALK	L7.05
----------	-----------	-------

RAILINGS, FENCES & EDGING

[Symbol]	GUARDRAIL	L7.08
[Symbol]	GUARDRAIL WITH HANDRAIL	L7.08
[Symbol]	DOG PARK TREE GUARD	L7.10
[Symbol]	HANDRAIL AT STAIR/RAMP	L7.12
[Symbol]	METAL STREETCARE PLANTER RAIL AT PAVERS	L7.43
[Symbol]	METAL STREETCARE PLANTER RAIL AT PAVING	L7.43
[Symbol]	FENCING	L7.10
[Symbol]	GROUND GATE	L7.08
[Symbol]	FENCE GATE	L7.10
[Symbol]	SPORT COURT FENCE	L7.07
[Symbol]	DOG PARK FENCE	L7.10
[Symbol]	ART SCREEN AT SPORT COURT	L7.07
[Symbol]	GARDEN SCREEN	L7.07

WALLS, CURBS & STAIRS

[Symbol]	RETAINING WALL AT PLAYGROUND WITH SLOPED FACE	L7.12
[Symbol]	RETAINING WALL AT PLAYGROUND	L7.12
[Symbol]	SPORT COURT WALL	L7.07
[Symbol]	STACKED BOULDER WALL	L7.47
[Symbol]	EDB PRECAST WALL	L7.23
[Symbol]	STREET RAIN GARDEN WALL AT CONCRETE	L7.43
[Symbol]	STREET RAIN GARDEN WALL AT PAVING	L7.43
[Symbol]	EDB RETAINING WALL	L7.53
[Symbol]	PLAYGROUND RAIN GARDEN WALL	L7.11
[Symbol]	VEHICULAR CONCRETE TURN-DOWN EDGE AT 8" RAIN GARDEN	L7.11
[Symbol]	STANDARD CURB AND GUTTER	L7.04
[Symbol]	FLUSH CURB AT 28TH STREET	L7.04
[Symbol]	FLUSH GATON CURB AT ARKONS COURT	L7.04
[Symbol]	RAISED PLANTER CURB	L7.04
[Symbol]	DOG PARK EDGE	L7.04
[Symbol]	MOSH CURB	L7.04
[Symbol]	FLUSH CURB AT CLIMBING RHINO	L7.04
[Symbol]	WATER QUALITY CURB	L7.23
[Symbol]	ARKONS RIVER PAVEMENT GRADE BEAM	L7.04

LIGHTING

[Symbol]	CUSTOM LIGHT POLE CONDITION A	L7.15
[Symbol]	CUSTOM LIGHT POLE CONDITION B	L7.15
[Symbol]	CUSTOM LIGHT POLE CONDITION C	L7.15
[Symbol]	STANDARD POLE FOUNDATION	L7.16
[Symbol]	REED LIGHT POLE FOUNDATION	L7.16
[Symbol]	PEDESTRIAN LIGHT POLE FOUNDATION	L7.16
[Symbol]	BRIGHTON SPORT COURT POLE FOUNDATION	L7.16
[Symbol]	FS 17 STREET POLE	PH-107
[Symbol]	FS 3 DOUBLE PEDESTRIAN POLE	PH-107
[Symbol]	FS 4 A/B PEDESTRIAN POLE	PH-107
[Symbol]	FS 5 CATERINARY FIXTURE	PH-107
[Symbol]	FS 10 RGBW VERTICAL STRIP	PH-107
[Symbol]	FS 11 & 12 WALL GRAZE & UNDER BENCH TAPE	PH-107
[Symbol]	FS 14 & 15 OPEN AREA POLE	PH-107
[Symbol]	FS 13 SPORT COURT POLES	PH-107

REFERENCE NOTES

[Symbol]	LIMIT OF LANDSCAPE FEATURE FOUNDATION. REFER TO DETAIL.
[Symbol]	STRUCTURE REFER TO DETAIL.
[Symbol]	UNDERGROUND LINE OR UNDER DRAIN. REFER TO CIVIL.
[Symbol]	ROADWAY SIGN. REFER TO CIVIL.
[Symbol]	ABOVE GROUND OR IN-GRADE ELECTRICAL EQUIPMENT. REFER TO ELECTRICAL.
[Symbol]	UNDERGROUND ELECTRICAL LINES REFER TO ELECTRICAL DRAWINGS.
[Symbol]	CONNECTION. REFER TO CIVIL.
[Symbol]	EQUIPMENT CABINET. REFER TO TECHNOLOGY DRAWINGS.

NOTES

- SEE ELECTRICAL DRAWINGS FOR SITE LIGHTING.
- SEE LAYOUT SERIES FOR CONCRETE SCORING AND JOINTING INFORMATION.
- SEE SOIL AND PLANTING SERIES FOR PLANTING AND SOIL PROFILE INFORMATION.
- SEE CIVIL PLANS FOR ROADWAY AND CROSSWALK STRIPING.
- SEE ENCHANCEMENTS PACKAGE FOR ALL ENHANCEMENTS.

WATER QUALITY

[Symbol]	DELGANY STREET WATER QUALITY	L7.52
[Symbol]	28TH STREET WATER QUALITY	L7.51
[Symbol]	SOUTH MARKET PLAZA WATER QUALITY	L7.50
[Symbol]	NORTH MARKET PLAZA WATER QUALITY	L7.49
[Symbol]	URBAN GREEN WATER QUALITY	L7.48
[Symbol]	URBAN GREEN RAIN GARDEN	L7.46
[Symbol]	TRICKLE CHANNEL	L7.47
[Symbol]	WATER QUALITY BOLLARD	L7.47
[Symbol]	RAIN GARDEN INLET	L7.44
[Symbol]	STREETCARE RAIN GARDEN PLANTERS	L7.45
[Symbol]	TRENCH DRAIN AT PRECAST CONCRETE	L7.24
[Symbol]	CONCRETE RAIL INLET AT ARKONS	L7.47
[Symbol]	DISAPTION STRIP	L7.47

PLANTING

[Symbol]	TREE PLANTING	L7.57
[Symbol]	TREE PLANTING ON SLOPE	L7.57
[Symbol]	MULCH/STEM TREE PLANTING	L7.57
[Symbol]	EVERGREEN TREE PLANTING	L7.57
[Symbol]	SOIL CELL	L7.54
[Symbol]	TREE PLANTING IN DOG PARK	L7.56
[Symbol]	TREE PLANTING IN EDB & RAIN GARDEN	L7.58
[Symbol]	SHRUB PLANTING	L7.56
[Symbol]	PERENNIAL PLANTING	L7.56
[Symbol]	SHRUB & PERENNIAL SPACING	L7.56
[Symbol]	GEO-CELL SOIL STABILIZATION	L7.55
[Symbol]	BARE EARTH	L7.54
[Symbol]	SOIL CELLS AT CONCRETE	L7.54
[Symbol]	SOIL CELLS AT PAVERS	L7.54
[Symbol]	HIGH PERFORMANCE TURF SOIL	L7.55
[Symbol]	ROUGH/TOLERANT TURF SOIL	L7.55
[Symbol]	AMENDED TOP SOIL	L7.55
[Symbol]	RAIN GARDEN SOIL	L7.55
[Symbol]	EDB SOIL	L7.55

DECKING ASSEMBLY

[Symbol]	BOARDWALK	L7.05
----------	-----------	-------

RAILINGS, FENCES & EDGING

[Symbol]	GUARDRAIL	L7.08
[Symbol]	GUARDRAIL WITH HANDRAIL	L7.08
[Symbol]	DOG PARK TREE GUARD	L7.10
[Symbol]	HANDRAIL AT STAIR/RAMP	L7.12
[Symbol]	METAL STREETCARE PLANTER RAIL AT PAVERS	L7.43
[Symbol]	METAL STREETCARE PLANTER RAIL AT PAVING	L7.43
[Symbol]	FENCING	L7.10
[Symbol]	GROUND GATE	L7.08
[Symbol]	FENCE GATE	L7.10
[Symbol]	SPORT COURT FENCE	L7.07
[Symbol]	DOG PARK FENCE	L7.10
[Symbol]	ART SCREEN AT SPORT COURT	L7.07
[Symbol]	GARDEN SCREEN	L7.07

WALLS, CURBS & STAIRS

[Symbol]	RETAINING WALL AT PLAYGROUND WITH SLOPED FACE	L7.12
[Symbol]	RETAINING WALL AT PLAYGROUND	L7.12
[Symbol]	SPORT COURT WALL	L7.07
[Symbol]	STACKED BOULDER WALL	L7.47
[Symbol]	EDB PRECAST WALL	L7.23
[Symbol]	STREET RAIN GARDEN WALL AT CONCRETE	L7.43
[Symbol]	STREET RAIN GARDEN WALL AT PAVING	L7.43
[Symbol]	EDB RETAINING WALL	L7.53
[Symbol]	PLAYGROUND RAIN GARDEN WALL	L7.11
[Symbol]	VEHICULAR CONCRETE TURN-DOWN EDGE AT 8" RAIN GARDEN	L7.11
[Symbol]	STANDARD CURB AND GUTTER	L7.04
[Symbol]	FLUSH CURB AT 28TH STREET	L7.04
[Symbol]	FLUSH GATON CURB AT ARKONS COURT	L7.04
[Symbol]	RAISED PLANTER CURB	L7.04
[Symbol]	DOG PARK EDGE	L7.04
[Symbol]	MOSH CURB	L7.04
[Symbol]	FLUSH CURB AT CLIMBING RHINO	L7.04
[Symbol]	WATER QUALITY CURB	L7.23
[Symbol]	ARKONS RIVER PAVEMENT GRADE BEAM	L7.04

LIGHTING

[Symbol]	CUSTOM LIGHT POLE CONDITION A	L7.15
[Symbol]	CUSTOM LIGHT POLE CONDITION B	L7.15
[Symbol]	CUSTOM LIGHT POLE CONDITION C	L7.15
[Symbol]	STANDARD POLE FOUNDATION	L7.16
[Symbol]	REED LIGHT POLE FOUNDATION	L7.16
[Symbol]	PEDESTRIAN LIGHT POLE FOUNDATION	L7.16
[Symbol]	BRIGHTON SPORT COURT POLE FOUNDATION	L7.16
[Symbol]	FS 17 STREET POLE	PH-107
[Symbol]	FS 3 DOUBLE PEDESTRIAN POLE	PH-107
[Symbol]	FS 4 A/B PEDESTRIAN POLE	PH-107
[Symbol]	FS 5 CATERINARY FIXTURE	PH-107
[Symbol]	FS 10 RGBW VERTICAL STRIP	PH-107
[Symbol]	FS 11 & 12 WALL GRAZE & UNDER BENCH TAPE	PH-107
[Symbol]	FS 14 & 15 OPEN AREA POLE	PH-107
[Symbol]	FS 13 SPORT COURT POLES	PH-107

REFERENCE NOTES

[Symbol]	LIMIT OF LANDSCAPE FEATURE FOUNDATION. REFER TO DETAIL.
[Symbol]	STRUCTURE REFER TO DETAIL.
[Symbol]	UNDERGROUND LINE OR UNDER DRAIN. REFER TO CIVIL.
[Symbol]	ROADWAY SIGN. REFER TO CIVIL.
[Symbol]	ABOVE GROUND OR IN-GRADE ELECTRICAL EQUIPMENT. REFER TO ELECTRICAL.
[Symbol]	UNDERGROUND ELECTRICAL LINES REFER TO ELECTRICAL DRAWINGS.
[Symbol]	CONNECTION. REFER TO CIVIL.
[Symbol]	EQUIPMENT CABINET. REFER TO TECHNOLOGY DRAWINGS.

NOTES

- SEE ELECTRICAL DRAWINGS FOR SITE LIGHTING.
- SEE LAYOUT SERIES FOR CONCRETE SCORING AND JOINTING INFORMATION.
- SEE SOIL AND PLANTING SERIES FOR PLANTING AND SOIL PROFILE INFORMATION.
- SEE CIVIL PLANS FOR ROADWAY AND CROSSWALK STRIPING.
- SEE ENCHANCEMENTS PACKAGE FOR ALL ENHANCEMENTS.

WATER QUALITY

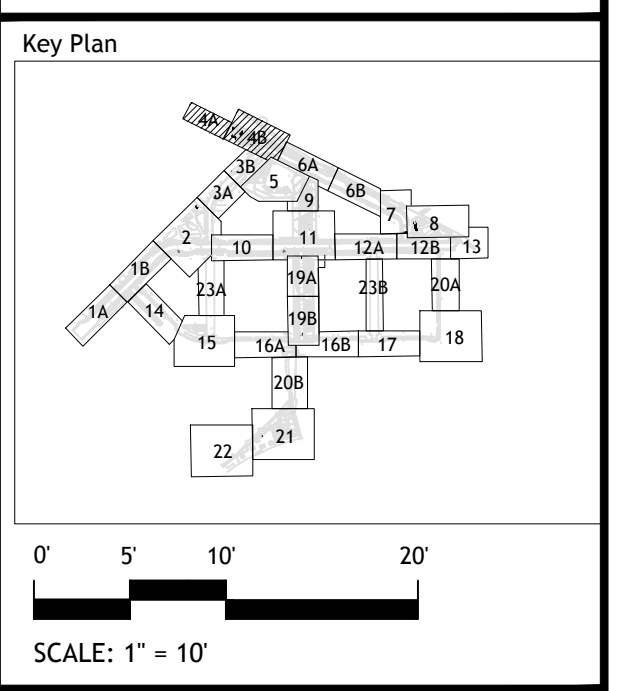
[Symbol]	DELGANY STREET WATER QUALITY	L7.52
[Symbol]	28TH STREET WATER QUALITY	L7.51
[Symbol]	SOUTH MARKET PLAZA WATER QUALITY	L7.50
[Symbol]	NORTH MARKET PLAZA WATER QUALITY	L7.49
[Symbol]	URBAN GREEN WATER QUALITY	L7.48
[Symbol]	URBAN GREEN RAIN GARDEN	L7.46
[Symbol]	TRICKLE CHANNEL	L7.47
[Symbol]	WATER QUALITY BOLLARD	L7.47
[Symbol]	RAIN GARDEN INLET	L7.44
[Symbol]	STREETCARE RAIN GARDEN PLANTERS	L7.45
[Symbol]	TRENCH DRAIN AT PRECAST CONCRETE	L7.24
[Symbol]	CONCRETE RAIL INLET AT ARKONS	L7.47
[Symbol]	DISAPTION STRIP	L7.47



No.	Description	Date
1	100% CD ISSUE FOR CONSTRUCTION	02.13.2024

DWG ISSUE & REVISION HISTORY

Stamp: JOSHI MATTHEW BROOKS, LICENSED LANDSCAPE ARCHITECT



Project Title: DENARGO MARKET

Drawing Title: MATERIALS PLAN

Project No: 18157.00 Scale: 1" = 10'

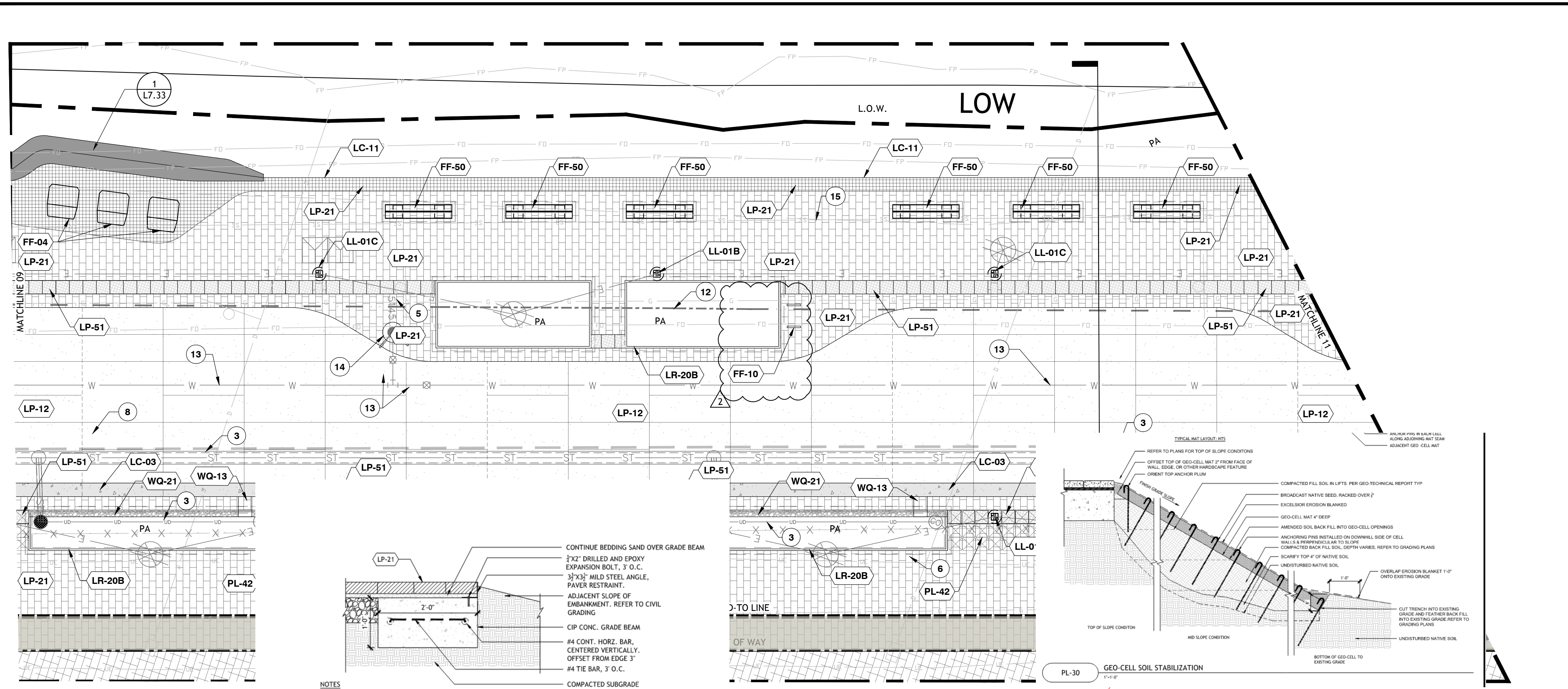
Drawn By: LT, BT, JP, AC

Checked By: AP, DD

Approved By: JB

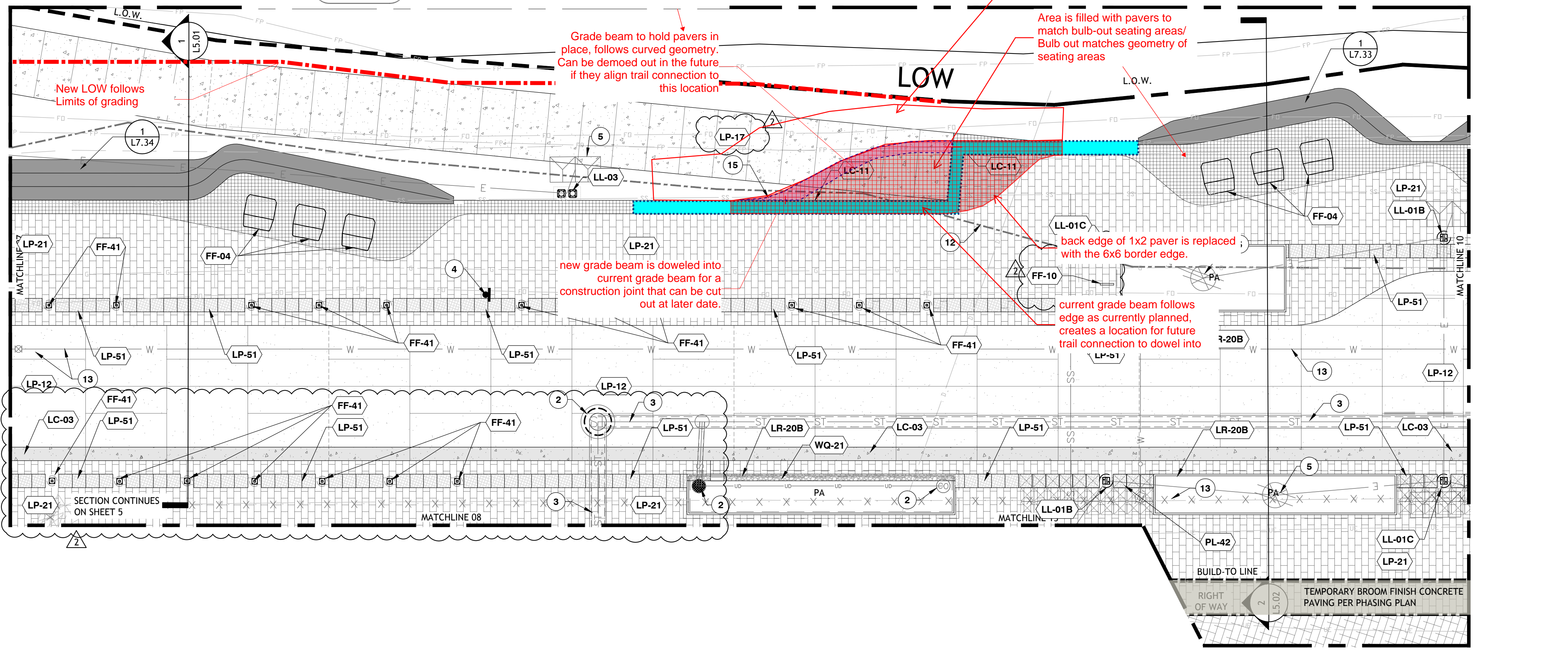
Date: 02.13.2024

Drawing No: L3.04



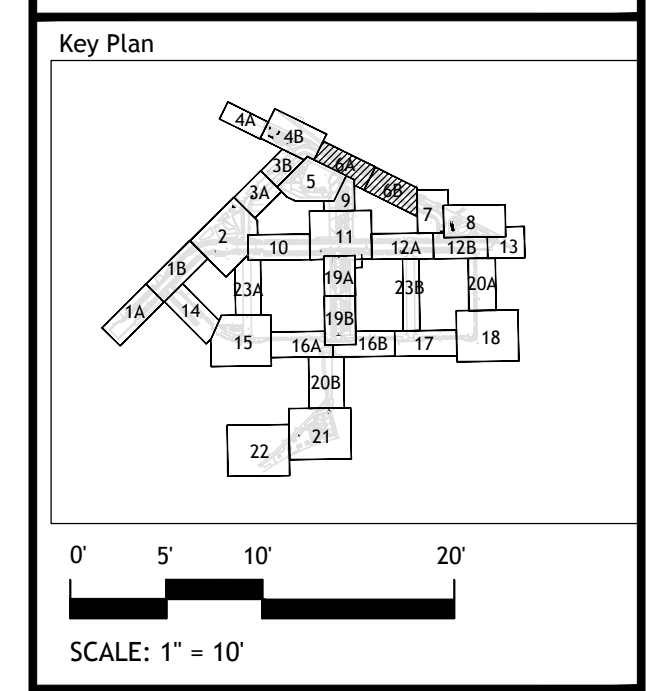
6B ARKINS COURT
1"=10"

LC-11 ARKINS COURT PAVER EDGE GRADE BEAM
1"=1'-0"



6A ARKINS COURT
1"=10"

SYMBOLS		DESCRIPTION	SHEET	SYMBOLS		DESCRIPTION	SHEET
MATERIALS LEGEND							
PAVING							
(FF-00)	ASPHALT PAVING - VEHICULAR	L7.00	(FF-01)	BENCH	L7.17		
(FF-01)	CONCRETE PAVING - VEHICULAR	L7.00	(FF-02)	AMLI SALVAGED BENCH	L7.17		
(FF-02)	CONCRETE PAVING - PEDESTRIAN	L7.00	(FF-03)	FLAT BENCH	L7.17		
(FF-03)	ORNAMENTAL CONCRETE PAVING - VEHICULAR	L7.00	(FF-04)	LOUNGER	L7.17		
(FF-04)	PEDESTRIAN PAVING JOINTS	L7.00	(FF-05)	BIKE RACK	L7.18		
(FF-05)	VEHICULAR PAVING JOINTS	L7.00	(FF-06)	AMLI SALVAGED BIKE RACK	L7.18		
(FF-06)	EXISTING CONCRETE PAVEMENT	L7.00	(FF-07)	AMLI SALVAGED PLANTER	L7.18		
(FF-07)	CONCRETE BIKE LANE	L7.00	(FF-08)	BRIGHTON SALVAGED BENCH - 18"	L7.18		
(FF-08)	SUSPENDED PAVEMENT	L7.01	(FF-09)	BRIGHTON SALVAGED BENCH - 24"	L7.18		
(FF-09)	DPK CONCRETE	L7.04	(FF-10)	LITTER/RECYCLE BINS	L7.18		
(FF-10)	CONCRETE UNIT PAVES - VEHICULAR	L7.03	(FF-11)	DOG BAD DISPENSER & WASTE BIN	L7.18		
(FF-11)	CONCRETE UNIT PAVES - PEDESTRIAN	L7.03	(FF-12)	COMMUNITY TABLE	L7.19		
(FF-12)	GRANITE UNIT PAVES	L7.03	(FF-13)	RETRACTABLE BOLLARD	L7.19		
(FF-13)	SAFETY SURFACE	L7.19	(FF-14)	BOLLARD	L7.19		
(FF-14)	SAFETY SURFACE WARE TABLES	L7.01	(FF-15)	BIRD HOUSE	L7.19		
(FF-15)	RECLAIMED GRANITE UNIT PAVES	L7.01	(FF-16)	INSECT HOUSE	L7.19		
(FF-16)	DOG PARK SURFACING	L7.01	(FF-17)	BACKLESS DRIFTER BENCH	L7.20		
(FF-17)	BARK BERTH FINISH	L7.01	(FF-18)	BARKED DRIFTER BENCH	L7.20		
(FF-18)	HARDPACK RIP-RAP	L7.01	CUSTOM FURNISHINGS				
(FF-19)	RIVER ROCK COVERING	L7.01	(FF-19)	PRECAST CONCRETE SEAT/WALL	L7.24		
(FF-20)	SPORT COURT PAVING	L7.01	(FF-20)	SPR CONCRETE BLEACHERS	L7.22		
(FF-21)	SLOPED SAFETY SURFACE	L7.01	(FF-21)	CUSTOM MANHOLE COVER	L7.02		
(FF-22)	STEEL DETECTABLE WARNING PAD	L7.02	(FF-22)	FIRE FEATURE	L7.09		
(FF-23)	DETECTABLE WARNING PAVER	L7.02	(FF-23)	SPORT COURT BLEACHER	L7.21		
(FF-24)	BOARDWALK	L7.05	(FF-24)	SPORT COURT BLEACHER B	L7.21		
DECKING ASSEMBLY							
(DA-01)	GUARDRAIL WITH HANDRAIL	L7.08	(FF-25)	RING TRIANGLE BLEACHER A	L7.22		
(DA-02)	GUARDRAIL WITH HANDRAIL AT STAIR/RAMP	L7.10	(FF-26)	RING TRIANGLE BLEACHER B	L7.22		
(DA-03)	DOG PARK TREE GUARD	L7.12	(FF-27)	RING TRIANGLE BLEACHER C	L7.22		
(DA-04)	METAL STREETCARE PLANTER AT PAVES	L7.43	(FF-28)	RING TRIANGLE BLEACHER D	L7.22		
(DA-05)	METAL STREETCARE PLANTER AT PAVES	L7.43	WATER FEATURE				
(DA-06)	FENCING	L7.10	(WF-01)	STEPS/FOUNTAIN	L7.36		
(DA-07)	PLAYGROUND GATE	L7.08	(WF-02)	SPASH/PAD	L7.37		
(DA-08)	FENCE GATE	L7.10	PLAY EQUIPMENT				
(DA-09)	SPORT COURT FENCE	L7.07	(PE-01)	PLAY TOWER	L7.38		
(DA-10)	DOG PARK FENCE	L7.10	(PE-02)	REBAR PLAY NEST	L7.38		
(DA-11)	ART SCREEN AT SPORT COURT	L7.07	(PE-03)	FALLEN LOGS	L7.38		
(DA-12)	GARDEN SCREEN	L7.07	(PE-04)	BOLLERS AT NATURE PLAY	L7.39		
(DA-13)	PLAYGROUND GATE	L7.10	(PE-05)	HILL STUMP STEPPERS	L7.39		
(DA-14)	FENCE GATE	L7.10	(PE-06)	HILL SLIDE	L7.39		
(DA-15)	SPORT COURT FENCE	L7.07	(PE-07)	CLIMBING RHINO	L7.40		
(DA-16)	DOG PARK FENCE	L7.10	(PE-08)	BASKETBALL GOAL	L7.41		
(DA-17)	ART SCREEN AT SPORT COURT	L7.07	(PE-09)	FUTSAL & BASKETBALL GOAL	L7.41		
(DA-18)	GARDEN SCREEN	L7.07	(PE-10)	PICKLE BALL NET	L7.41		
WALLS, CURBS & STAIRS							
(WA-01)	RETAINING WALL AT PLAYGROUND WITH SLOPED FACE	L7.12	PLANTING				
(WA-02)	RETAINING WALL AT PLAYGROUND	L7.12	(PL-01)	WOOD MULCH	L7.56		
(WA-03)	SPORT COURT WALL	L7.07	(PL-02)	LAWN UNDERDRAIN	L7.56		
(WA-04)	STANDOFF BOULDER WALL	L7.47	(PL-03)	TURF AT PAVEMENT	L7.56		
(WA-05)	EDB PRECAST WALL	L7.23	(PL-04)	TREE PLANTING	L7.57		
(WA-06)	STREET RAIN GARDEN WALL AT CONCRETE PAVES	L7.43	(PL-05)	TREE PLANTING ON SLOPE	L7.57		
(WA-07)	STREET RAIN GARDEN WALL AT PAVES	L7.43	(PL-06)	MULTI-STEM TREE PLANTING	L7.56		
(WA-08)	EDB RETAINING WALL	L7.53	(PL-07)	EVERGREEN TREE PLANTING	L7.57		
(WA-09)	PLAYGROUND RAIN GARDEN WALL	L7.11	(PL-08)	SOIL CELL	L7.54		
(WA-10)	VEHICULAR CONCRETE TURN-DOWN EDGE AT BUNGARDEN	L7.11	(PL-09)	TREE PLANTING IN DOG PARK	L7.56		
(WA-11)	STANDOFF CURB AND CUTTER	L7.04	(PL-10)	TREE PLANTING IN EDB & BUNGARDEN	L7.58		
(WA-12)	FLUSH CURB AT 28TH STREET	L7.04	(PL-11)	SHRUB PLANTING	L7.56		
(WA-13)	FLUSH CATCH CURB AT ARKINS COURT	L7.04	(PL-12)	PERENNIAL PLANTING	L7.56		
(WA-14)	RAISED PLANTER CURB	L7.04	(PL-13)	SHRUB & PERENNIAL SPACING	L7.56		
(WA-15)	DOG PARK EDGE	L7.04	(PL-14)	GEO-CELL SOIL STABILIZATION	L7.55		
(WA-16)	MOH CURB	L7.04	(PL-15)	BARE EARTH	L7.55		
(WA-17)	FLUSH CURB AT CLIMBING RHINO	L7.04	(PL-16)	SOIL CELLS AT CONCRETE	L7.54		
(WA-18)	PRECAST CURB	L7.23	(PL-17)	SOIL CELLS AT PAVES	L7.54		
(WA-19)	ARKINS RIVER PAVER EDGE GRADE BEAM	L7.04	(PL-18)	HIGH PERFORMANCE TURF SOIL	L7.55		
LIGHTING							
(LL-01)	CUSTOM LIGHT POLE CONDITION A	L7.15	(PL-19)	DROUGHT TOLERANT TURF SOIL	L7.55		
(LL-02)	CUSTOM LIGHT POLE CONDITION B	L7.15	(PL-20)	AMENDED TOP SOIL	L7.55		
(LL-03)	CUSTOM LIGHT POLE CONDITION C	L7.15	(PL-21)	RAIN GARDEN SOIL	L7.55		
(LL-04)	STANDARD XCEL POLE FOUNDATION	L7.16	(PL-22)	EDB SOIL	L7.55		
(LL-05)	REED LIGHT POLE FOUNDATION	L7.16	WATER QUALITY				
(LL-06)	PEDESTRIAN LIGHT POLE FOUNDATION	L7.16	(WQ-01)	DELGANY STREET WATER QUALITY	L7.52		
(LL-07)	BRIGHTON SPORT COURT POLE FOUNDATION	L7.16	(WQ-02)	28TH STREET WATER QUALITY	L7.50		
(LL-08)	FS 17 STREET POLE	PH-107	(WQ-03)	SOUTH MARKET PLAZA WATER QUALITY	L7.51		
(LL-09)	FS 3 DOUBLE PEDESTRIAN POLE	PH-107	(WQ-04)	NORTH MARKET PLAZA WATER QUALITY	L7.49		
(LL-10)	FS 4 A/B PEDESTRIAN POLE	PH-107	(WQ-05)	URBAN GREEN WATER QUALITY	L7.48		
(LL-11)	FS 4 C/DENARIY FIXTURE	PH-107	(WQ-06)	URBAN GREEN RAIN GARDEN	L7.46		
(LL-12)	FS 10 ROWB VERTICAL STRIP	PH-107	(WQ-07)	TRICKLE CHANNEL	L7.47		
(LL-13)	FS 11 & 12 WALL GRAZE UNDER BENCH TAPE	PH-107	(WQ-08)	WATER QUALITY PEDESTRIAN POLE	L7.47		
(LL-14)	FS 14 & 15 OPEN AREA POLE	PH-107	(WQ-09)	RAIN GARDEN INLET	L7.44		
(LL-15)	FS18 SPORT COURT POLES	PH-107	(WQ-10)	STREETCARE RAIN GARDEN PLANTERS	L7.45		
REFERENCE NOTES							
(1)	PART OF LANDSCAPE FEATURE FOUNDATION. REFER TO DETAIL.	(11)	ABOVE GROUND OR IN-GRADE UNDERGROUND EQUIPMENT. REFER TO TECHNOLOGY DRAWINGS.				
(2)	ABOVE GROUND OR IN-GRADE UNDERGROUND EQUIPMENT. REFER TO TECHNOLOGY DRAWINGS.	(12)	WATER SUPPLY LINE, VALVE, OR TAP. REFER TO CIVIL.				
(3)	UNDERGROUND ELECTRICAL LINES. REFER TO ELECTRICAL DRAWINGS.	(13)	FIRE HYDRANT. REFER TO CIVIL.				
(4)	ABOVE GROUND OR IN-GRADE UNDERGROUND EQUIPMENT. REFER TO TECHNOLOGY DRAWINGS.	(14)	SANITARY SEWER LINE, VALVE, OR CONNECTION. REFER TO CIVIL.				
(5)	SEE ELECTRICAL DRAWINGS FOR SITE LIGHTING.	(15)	EQUIPMENT CABINET. REFER TO TECHNOLOGY SERIES.				
(6)	SEE LAYOUT SERIES FOR CONCRETE SCORING AND JOINTING INFORMATION.	(16)					
(7)	SEE SOIL AND PLANTING SERIES FOR PLANTING AND SOIL PROFILE INFORMATION.						
(8)	SEE CIVIL PLANS FOR ROADWAY AND CROSSWALK STRIPING.						
(9)	SEE ENHANCEMENTS PACKAGE FOR ALL ENHANCEMENTS.						
NOTES							
1. SEE ELECTRICAL DRAWINGS FOR SITE LIGHTING.							
2. SEE LAYOUT SERIES FOR CONCRETE SCORING AND JOINTING INFORMATION.							
3. SEE SOIL AND PLANTING SERIES FOR PLANTING AND SOIL PROFILE INFORMATION.							
4. SEE CIVIL PLANS FOR ROADWAY AND CROSSWALK STRIPING.							
5. SEE ENHANCEMENTS PACKAGE FOR ALL ENHANCEMENTS.							



SCALE: 1" = 10'

Project Title: **DENARGO MARKET**

Drawing Title: **MATERIALS PLAN**

Project No: 18157.00 Scale: 1" = 10'

Drawn By: LT, BT, JP, AC

Checked By: AP, DD

Approved By: JB

Date: 11.10.2023

Drawing No: **L3.06**

NOTE: CONTRACTOR TO SEE C-SERIES FOR ALL UTILITY PLACEMENTS. UTILITIES APPEARING ON L-SERIES DRAWINGS ARE FOR INFORMATIONAL PURPOSES ONLY.



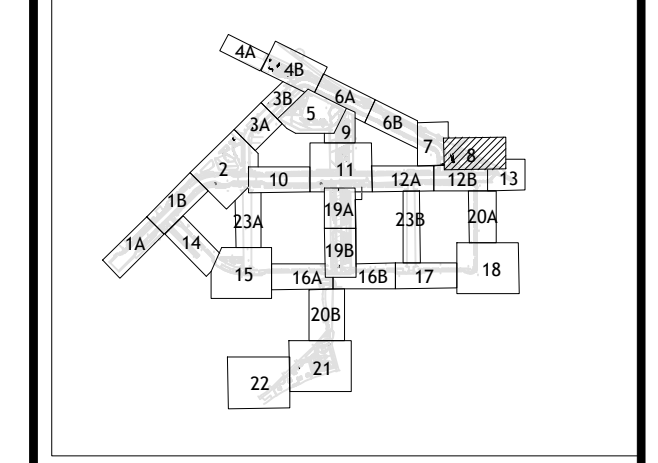
2	IGMP RFI RESPONSES	06.14.2023
1	100% CD ISSUE FOR CONSTRUCTION	02.13.2024
No.	Description	Date

DWG ISSUE & REVISION HISTORY

Stamp



Key Plan



SCALE: 1" = 10'

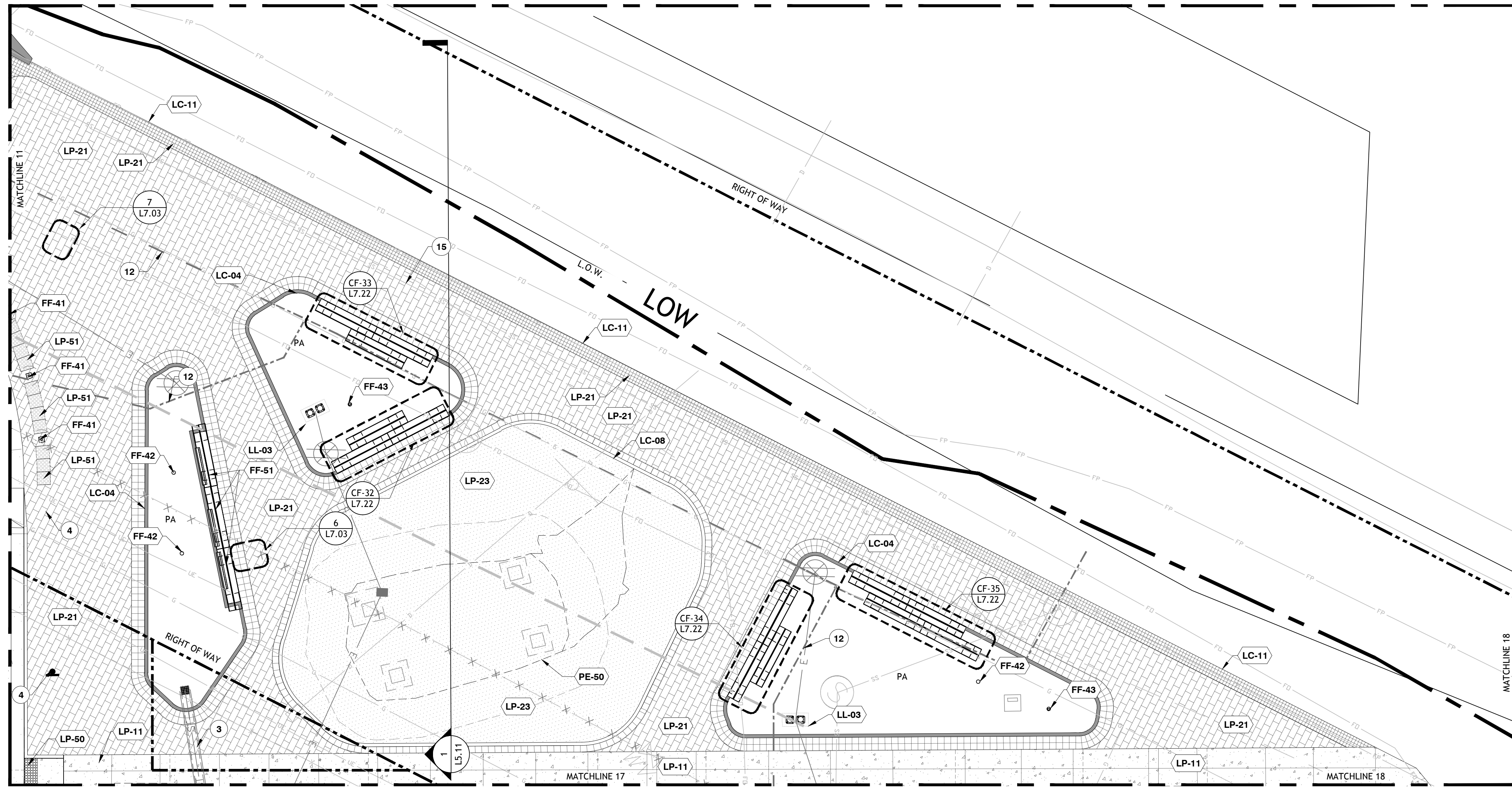
Project Title:
DENARGO MARKET

Drawing Title:
MATERIALS PLAN

Project No: 18157.00 Scale: 1" = 10'
 Drawn By: LT, BT, JP, AC
 Checked By: AP, DD
 Approved By: JB
 Date: 02.13.2024
 Drawing No: **L3.08**

MATERIALS LEGEND

SYMBOLS	DESCRIPTION	SHEET	SYMBOLS	DESCRIPTION	SHEET
(FP-01)	ASPHALT PAVING - VEHICULAR	L7.00	(FF-01)	BENCH	L7.17
(FP-02)	CONCRETE PAVING - VEHICULAR	L7.00	(FF-02)	AMLI SALVAGED BENCH	L7.17
(FP-03)	CONCRETE PAVING - PEDESTRIAN	L7.00	(FF-03)	FLAT BENCH	L7.17
(FP-04)	ORNAMENTAL CONCRETE PAVING - VEHICULAR	L7.00	(FF-04)	LOUNGER	L7.17
(FP-05)	PEDESTRIAN PAVING JOINTS	L7.00	(FF-05)	BIKE RACK	L7.18
(FP-06)	VEHICULAR PAVING JOINTS	L7.00	(FF-06)	AMLI SALVAGED BIKE RACK	L7.18
(FP-07)	EXISTING CONCRETE PAVEMENT	L7.00	(FF-07)	AMLI SALVAGED PLANTER	L7.18
(FP-08)	CONCRETE BIKE LANE	L7.00	(FF-08)	BRIGHTON SALVAGED BENCH - 18"	L7.18
(FP-09)	SUSPENDED PAVEMENT	L7.01	(FF-09)	BRIGHTON SALVAGED BENCH - 24"	L7.18
(FP-10)	DPR CONCRETE	L7.04	(FF-10)	LITTER/RECYCLE BINS	L7.18
(FP-11)	CONCRETE UNIT PAVES - VEHICULAR	L7.03	(FF-11)	DOG BAD DISPENSER & WASTE BIN	L7.18
(FP-12)	CONCRETE UNIT PAVES - PEDESTRIAN	L7.03	(FF-12)	COMMUNITY TABLE	L7.19
(FP-13)	GRANITE UNIT PAVERS	L7.03	(FF-13)	RETRACTABLE BOLLARD	L7.19
(FP-14)	SAFETY SURFACE	L7.01	(FF-14)	BOLLARD	L7.19
(FP-15)	SAFETY SURFACE WARE TILES	L7.01	(FF-15)	BIRD HOUSE	L7.19
(FP-16)	RECLAIMED GRANITE UNIT PAVERS	L7.03	(FF-16)	INSECT HOUSE	L7.19
(FP-17)	DOG PARK SURFACING	L7.01	(FF-17)	BACKLESS DRIFTER BENCH	L7.20
(FP-18)	BARE EARTH FINISH	L7.01	(FF-18)	BANDIED DRIFTER BENCH	L7.20
(FP-19)	HARDPACK RIP-RAP	L7.01	CUSTOM FURNISHINGS		
(FP-20)	RIVER ROCK COVERING	L7.01	(CF-01)	PRECAST CONCRETE SEAT WALL	L7.24
(FP-21)	SPORT COURT PAVING	L7.01	(CF-02)	CF CONCRETE BLEACHERS	L7.02
(FP-22)	SLOPED SAFETY SURFACE	L7.01	(CF-03)	CUSTOM MANHOLE COVER	L7.02
(FP-23)	STEEL DETECTABLE WARNING PAVES	L7.02	(CF-04)	FIRE FEATURE	L7.09
(FP-24)	DETECTABLE WARNING PAVER	L7.02	(CF-05)	SPORT COURT BLEACHER A	L7.21
(FP-25)	BIKE LANE MARKINGS	L7.02	(CF-06)	SPORT COURT BLEACHER B	L7.21
(FP-26)	PLANTED AREA SEE PLANTING SERIES	L7.05	(CF-07)	RNG TRIANGLE BLEACHER A	L7.22
(BA-01)	BOARDWALK	L7.05	(CF-08)	RNG TRIANGLE BLEACHER B	L7.22
(LR-01)	GUARDRAIL	L7.08	(CF-09)	RNG TRIANGLE BLEACHER C	L7.22
(LR-02)	GUARDRAIL WITH HANDRAIL	L7.08	(CF-10)	RNG TRIANGLE BLEACHER D	L7.22
(LR-03)	DOG PARK TREE GUARD	L7.10	WATER FEATURE		
(LR-04)	HANDRAIL AT STAIR/RAMP	L7.12	(WF-01)	STEPPED FOUNTAIN	L7.36
(LR-05)	METAL STREETCARE PLANTER RAIL AT PAVES	L7.43	(WF-02)	SPLASHPAD	L7.37
(LR-06)	METAL STREETCARE PLANTER RAIL AT PAVES	L7.43	PLAY EQUIPMENT		
(LR-07)	FENCING	L7.10	(PE-01)	PLAY TOWER	L7.38
(LR-08)	PLAYGROUND GATE	L7.08	(PE-02)	REBAR PLAY NEST	L7.38
(LR-09)	FENCE GATE	L7.10	(PE-03)	FALLEN LOGS	L7.38
(LR-10)	SPORT COURT FENCE	L7.07	(PE-04)	BOLLERS AT NATURE PLAY	L7.39
(LR-11)	DOG PARK FENCE	L7.10	(PE-05)	HILL STUMP STEPPERS	L7.39
(LR-12)	ART SCREEN AT SPORT COURT	L7.07	(PE-06)	HILL SLIDE	L7.39
(LR-13)	GARDEN SCREEN	L7.07	(PE-07)	CLIMBING RHINO	L7.40
(LR-14)	RETAINING WALL AT PLAYGROUND WITH SLOPED FACE	L7.12	(PE-08)	BASKETBALL GOAL	L7.41
(LR-15)	RETAINING WALL AT PLAYGROUND	L7.12	(PE-09)	FUTSAL & BASKETBALL GOAL	L7.41
(LR-16)	SPORT COURT WALL	L7.07	(PE-10)	PICKLE BALL NET	L7.41
(LR-17)	STACKED BOULDER WALL	L7.47	PLANTING		
(LR-18)	EDGE PRECAST WALL	L7.23	(PL-01)	WOOD MULCH	L7.56
(LR-19)	STREET RAIN GARDEN WALL AT CONCRETE	L7.43	(PL-02)	LAWN UNDERDRAIN	L7.56
(LR-20)	STREET RAIN GARDEN WALL AT PAVES	L7.43	(PL-03)	TURF AT PAVEMENT	L7.56
(LR-21)	EDGE RETAINING WALL	L7.53	(PL-04)	TREE PLANTING	L7.57
(LR-22)	PLAYGROUND RAIN GARDEN WALL	L7.11	(PL-05)	TREE PLANTING ON SLOPE	L7.57
(LR-23)	VEHICULAR CONCRETE TURN-DOWN EDGE AT STANDBY CURB AND CUTTER	L7.11	(PL-06)	MULTI-STEM TREE PLANTING	L7.57
(LR-24)	STANDARD CURB AND CUTTER	L7.04	(PL-07)	EVERGREEN TREE PLANTING	L7.57
(LR-25)	FLUSH CURB AT 28TH STREET	L7.04	(PL-08)	SOIL CELL	L7.54
(LR-26)	FLUSH GATCH CURB AT ARKONS COURT	L7.04	(PL-09)	TREE PLANTING IN DOG PARK	L7.56
(LR-27)	RAISED PLANTER CURB	L7.04	(PL-10)	TREE PLANTING IN EDGE & RAIN GARDEN	L7.58
(LR-28)	DOG PARK EDGE	L7.04	(PL-11)	SHRUB PLANTING	L7.56
(LR-29)	MOUH CURB	L7.04	(PL-12)	PERENNIAL PLANTING	L7.56
(LR-30)	FLUSH CURB AT CLIMBING RHINO	L7.04	(PL-13)	SHRUB & PERENNIAL SPACING	L7.56
(LR-31)	PRECAST CURB	L7.23	(PL-14)	GEO-CELL SOIL STABILIZATION	L7.55
(LR-32)	WATER QUALITY CURB	L7.23	(PL-15)	BARE EARTH	L7.54
(LR-33)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(PL-16)	SOIL CELLS AT CONCRETE	L7.54
(LR-34)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(PL-17)	SOIL CELLS AT PAVES	L7.54
(LR-35)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(PL-18)	HIGH PERFORMANCE TURF SOIL	L7.55
(LR-36)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(PL-19)	DROUGHT TOLERANT TURF SOIL	L7.55
(LR-37)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(PL-20)	AMENDED TOP SOIL	L7.55
(LR-38)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(PL-21)	RAIN GARDEN SOIL	L7.55
(LR-39)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(PL-22)	EDB SOIL	L7.55
(LR-40)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	WATER QUALITY		
(LR-41)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-01)	DELGANY STREET WATER QUALITY	L7.52
(LR-42)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-02)	28TH STREET WATER QUALITY	L7.50
(LR-43)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-03)	28TH STREET WATER QUALITY	L7.50
(LR-44)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-04)	SOUTH MARKET PLAZA WATER QUALITY	L7.49
(LR-45)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-05)	NORTH MARKET PLAZA WATER QUALITY	L7.48
(LR-46)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-06)	URBAN GREEN WATER QUALITY	L7.48
(LR-47)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-07)	URBAN GREEN RAIN GARDEN	L7.46
(LR-48)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-08)	TRICKLE CHANNEL	L7.47
(LR-49)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-09)	WATER QUALITY BOLLER	L7.47
(LR-50)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-10)	RAIN GARDEN INLET	L7.44
(LR-51)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-11)	STREETCARE RAIN GARDEN PLANTERS	L7.45
(LR-52)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-12)	PRECAST CONCRETE INLET AT ARKONS	L7.47
(LR-53)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-13)	CONCRETE RAIN GARDEN	L7.47
(LR-54)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(WQ-14)	DISPATCH STRIP	L7.47
(LR-55)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	REFERENCE NOTES		
(LR-56)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(1)	SEE ELECTRICAL DRAWINGS FOR SITE LIGHTING	
(LR-57)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(2)	SEE LAYOUT SERIES FOR CONCRETE SCORING AND JOINTING INFORMATION	
(LR-58)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(3)	SEE SOIL AND PLANTING SERIES FOR PLANTING AND SOIL PROFILE INFORMATION	
(LR-59)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(4)	SEE CIVIL PLANS FOR ROADWAY AND CROSSWALK STRIPING	
(LR-60)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(5)	SEE ENCHARGEMENTS PACKAGE FOR ALL ENCHARGEMENTS	



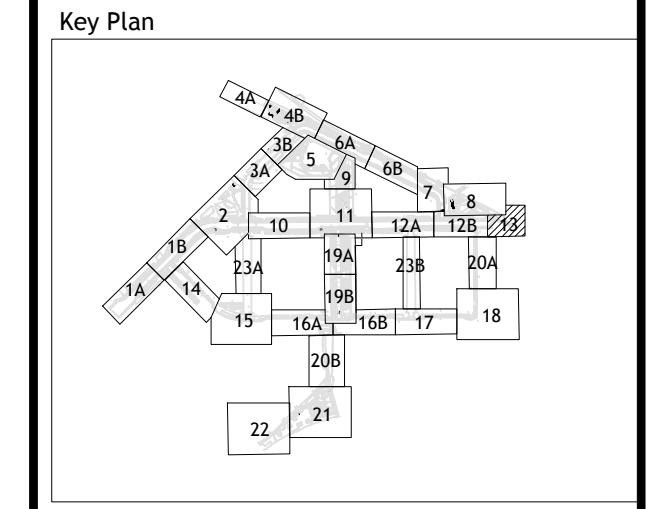
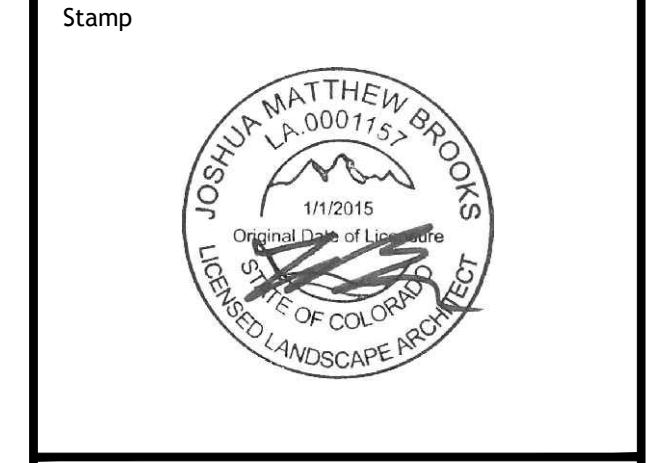
RINO TRIANGLE
1" = 10'

NOTE: CONTRACTOR TO SEE C-SERIES FOR ALL UTILITY PLACEMENTS. UTILITIES APPEARING ON L-SERIES DRAWINGS ARE FOR INFORMATIONAL PURPOSES ONLY.



1	100% CD ISSUE FOR CONSTRUCTION	02.13.2024
No.	Description	Date

DWG ISSUE & REVISION HISTORY



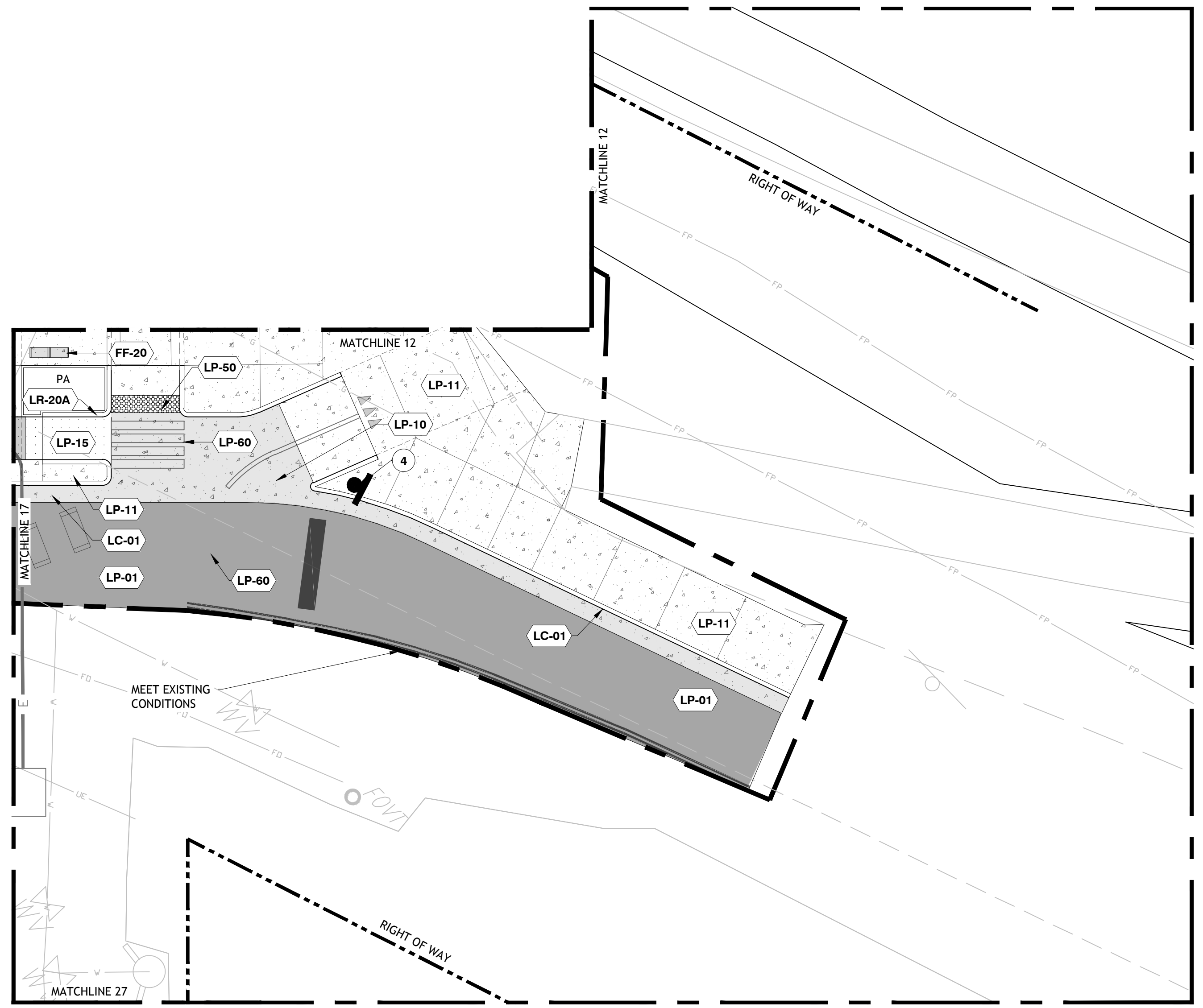
Project Title:
DENARGO MARKET

Drawing Title:
MATERIALS PLAN

Project No: 18157.00 Scale: 1" = 10'
 Drawn By: LT, BT, JP, AC
 Checked By: AP, DD
 Approved By: JB
 Date: 02.13.2024

Drawing No:
L3.13

SYMBOLS		DESCRIPTION	SHEET	SYMBOLS		DESCRIPTION	SHEET
PAVING							
(FP-01)	ASPHALT PAVING - VEHICULAR	L7.00	(FF-01)	BENCH	L7.17		
(FP-02)	CONCRETE PAVING - VEHICULAR	L7.00	(FF-02)	AMLI SALVAGED BENCH	L7.17		
(FP-03)	CONCRETE PAVING - PEDESTRIAN	L7.00	(FF-03)	FLAT BENCH	L7.17		
(FP-04)	ORNAMENTAL CONCRETE PAVING - VEHICULAR	L7.00	(FF-04)	LOUNGER	L7.17		
(FP-05)	PEDESTRIAN PAVING JOINTS	L7.00	(FF-05)	BIKE RACK	L7.18		
(FP-06)	VEHICULAR PAVING JOINTS	L7.00	(FF-06)	AMLI SALVAGED BIKE RACK	L7.18		
(FP-07)	EXISTING CONCRETE PAVEMENT	L7.00	(FF-07)	AMLI SALVAGED PLANTER	L7.18		
(FP-08)	CONCRETE BIKE LANE	L7.00	(FF-08)	BRIGHTON SALVAGED BENCH - 18"	L7.18		
(FP-09)	SUSPENDED PAVEMENT	L7.01	(FF-09)	BRIGHTON SALVAGED BENCH - 24"	L7.18		
(FP-10)	DPR CONCRETE	L7.04	(FF-10)	LITTER/RECYCLE BINS	L7.18		
(FP-11)	CONCRETE UNIT PAVES - VEHICULAR	L7.03	(FF-11)	DOG BAG DISPENSER & WASTE BIN	L7.18		
(FP-12)	CONCRETE UNIT PAVES - PEDESTRIAN	L7.03	(FF-12)	COMMUNITY TABLE	L7.19		
(FP-13)	GRANITE UNIT PAVES	L7.03	(FF-13)	RETRACTABLE BOLLARD	L7.19		
(FP-14)	SAFETY SURFACE	L7.01	(FF-14)	BOLLARD	L7.19		
(FP-15)	SAFETY SURFACE WARE TILES	L7.01	(FF-15)	BIRD HOUSE	L7.19		
(FP-16)	RECLAIMED GRANITE UNIT PAVES	L7.03	(FF-16)	INSECT HOUSE	L7.19		
(FP-17)	DOG PARK SURFACING	L7.01	(FF-17)	BACKLESS DRIFTER BENCH	L7.20		
(FP-18)	BARE EARTH FINISH	L7.01	(FF-18)	BACKED DRIFTER BENCH	L7.20		
(FP-19)	HARDPACK RIP-RAP	L7.01	CUSTOM FURNISHINGS				
(FP-20)	RIVER ROCK COVERING	L7.01	(CF-01)	PRECAST CONCRETE SEAT WALL	L7.24		
(FP-21)	SPORT COURT PAVING	L7.01	(CF-02)	SPR CONCRETE BLEACHERS	L7.22		
(FP-22)	SLOPED SAFETY SURFACE	L7.01	(CF-03)	CUSTOM MANHOLE COVER	L7.02		
(FP-23)	STEEL DETECTABLE WARNING PAD	L7.02	(CF-04)	FIRE FEATURE	L7.09		
(FP-24)	DETECTABLE WARNING PAVER	L7.02	(CF-05)	SPORT COURT BLEACHER A	L7.21		
(FP-25)	BIKE LANE MARKINGS	L7.02	(CF-06)	SPORT COURT BLEACHER B	L7.21		
(FP-26)	PLANTED AREA SEE PLANTING SERIES		(CF-07)	RNG TRIANGLE BLEACHER A	L7.22		
DECKING ASSEMBLY							
(DA-01)	BOARDWALK	L7.05	(CF-08)	RNG TRIANGLE BLEACHER B	L7.22		
RAILINGS, FENCES & EDGING							
(ER-01)	GUARDRAIL	L7.08	(CF-09)	RNG TRIANGLE BLEACHER C	L7.22		
(ER-02)	GUARDRAIL WITH HANDRAIL	L7.08	(CF-10)	RNG TRIANGLE BLEACHER D	L7.22		
(ER-03)	DOG PARK TREE GUARD	L7.10	WATER FEATURE				
(ER-04)	METAL STREETCARE PLANTER RAIL AT PAVERS	L7.43	(WF-01)	STEPPED FOUNTAIN	L7.36		
(ER-05)	METAL STREETCARE PLANTER RAIL AT PAVES	L7.43	(WF-02)	SPLASHPAD	L7.37		
(ER-06)	FENCING	L7.10	PLAY EQUIPMENT				
(ER-07)	PLAYGROUND GATE	L7.08	(PE-01)	PLAY TOWER	L7.38		
(ER-08)	FENCE GATE	L7.10	(PE-02)	REBAR PLAY NEST	L7.38		
(ER-09)	SPORT COURT FENCE	L7.07	(PE-03)	FALLEN LOGS	L7.38		
(ER-10)	DOG PARK FENCE	L7.10	(PE-04)	BOLLERS AT NATURE PLAY	L7.39		
(ER-11)	ART SCREEN AT SPORT COURT	L7.07	(PE-05)	HILL STUMP STEPPERS	L7.39		
(ER-12)	GARDEN SCREEN	L7.07	(PE-06)	HILL SLIDE	L7.39		
(ER-13)	FLUSH CURB AT 28TH STREET	L7.04	(PE-07)	CLIMBING RHINO	L7.40		
(ER-14)	FLUSH GATCH CURB AT ARKONS COURT	L7.04	(PE-08)	BASKETBALL GOAL	L7.41		
(ER-15)	RAISED PLANTER CURB	L7.04	(PE-09)	FUTSAL & BASKETBALL GOAL	L7.41		
(ER-16)	DOG PARK EDGE	L7.04	(PE-10)	PICKLE BALL NET	L7.41		
(ER-17)	MOSH CURB	L7.04	PLANTING				
(ER-18)	FLUSH CURB AT CLIMBING RHINO	L7.04	(PL-01)	WOOD MULCH	L7.56		
(ER-19)	PRECAST CURB	L7.23	(PL-02)	LAWN UNDERDRAN	L7.56		
(ER-20)	ARKONS RIVER PAVER EDGE GRADE BEAM	L7.04	(PL-03)	TURF AT PAVEMENT	L7.56		
LIGHTING							
(LL-01A)	CUSTOM LIGHT POLE CONDITION A	L7.15	(PL-04)	TREE PLANTING	L7.57		
(LL-01B)	CUSTOM LIGHT POLE CONDITION B	L7.15	(PL-05)	TREE PLANTING ON SLOPE	L7.57		
(LL-01C)	CUSTOM LIGHT POLE CONDITION C	L7.15	(PL-06)	MULTI-STEM TREE PLANTING	L7.57		
(LL-02)	STANDARD ICEL POLE FOUNDATION	L7.16	(PL-07)	EVERGREEN TREE PLANTING	L7.57		
(LL-03)	REED LIGHT POLE FOUNDATION	L7.16	(PL-08)	SOIL CELL	L7.54		
(LL-04)	PEDESTRIAN LIGHT POLE FOUNDATION	L7.16	(PL-09)	TREE PLANTING IN DOG PARK	L7.56		
(LL-05)	BRIGHTON SPORT COURT POLE FOUNDATION	L7.16	(PL-10)	TREE PLANTING IN EDR & NANGARDEN	L7.58		
(PH-107)	FS 17 STREET POLE	PH-107	(PL-11)	SHRUB PLANTING	L7.56		
(PH-107)	FS 3 DOUBLE PEDESTRIAN POLE	PH-107	(PL-12)	PERENNIAL PLANTING	L7.56		
(PH-107)	FS 4 A/B PEDESTRIAN POLE	PH-107	(PL-13)	GEO-CELL SOIL STABILIZATION	L7.55		
(PH-107)	FS 4 CANTENARY FIXTURE	PH-107	(PL-14)	BARE EARTH	L7.54		
(PH-107)	FS 10 ROWBY VERTICAL STRIP	PH-107	(PL-15)	SOIL CELLS AT CONCRETE	L7.54		
(PH-107)	FS 11 & 12 WALL GRAZE & UNDER BENCH TAPE	PH-107	(PL-16)	SOIL CELLS AT PAVES	L7.54		
(PH-107)	FS 14 & 15 OPEN AREA POLE	PH-107	(PL-17)	HIGH PERFORMANCE TURF SOIL	L7.55		
(PH-107)	FS18 SPORT COURT POLES	PH-107	(PL-18)	DROUGHT TOLERANT TURF SOIL	L7.55		
REFERENCE NOTES							
(1)	LIST OF LANDSCAPE FEATURE FOUNDATION. REFER TO DETAIL SHEETS.		(WQ-01)	DELGANY STREET WATER QUALITY	L7.52		
(2)	ABOVE GROUND OR IN-GRADE ELECTRICAL EQUIPMENT. REFER TO ELECTRICAL DRAWINGS.		(WQ-02)	28TH STREET WATER QUALITY	L7.51		
(3)	UNDERGROUND ELECTRICAL LINES. REFER TO ELECTRICAL DRAWINGS.		(WQ-03)	SOUTH MARKET PLAZA WATER QUALITY	L7.50		
(4)	SEE ELECTRICAL DRAWINGS FOR SITE LIGHTING.		(WQ-04)	NORTH MARKET PLAZA WATER QUALITY	L7.49		
(5)	SEE LAYOUT SERIES FOR CONCRETE SCORING AND JOINTING INFORMATION.		(WQ-05)	URBAN GREEN WATER QUALITY	L7.48		
(6)	SEE SOIL AND PLANTING SERIES FOR PLANTING AND SOIL PROFILE INFORMATION.		(WQ-06)	URBAN GREEN RAIN GARDEN	L7.46		
(7)	SEE CIVIL PLANS FOR ROADWAY AND CROSSWALK STRIPING.		(WQ-07)	TRICKLE CHANNEL	L7.47		
(8)	SEE ENCHORDMENTS PACKAGE FOR ALL ENCHORDMENTS.		(WQ-08)	WATER QUALITY BOLLERS	L7.47		
NOTES							
(1)	SEE ELECTRICAL DRAWINGS FOR SITE LIGHTING.		(WQ-09)	RAIN GARDEN INLET	L7.44		
(2)	SEE LAYOUT SERIES FOR CONCRETE SCORING AND JOINTING INFORMATION.		(WQ-10)	STREETCARE RAIN GARDEN PLANTERS	L7.45		
(3)	SEE SOIL AND PLANTING SERIES FOR PLANTING AND SOIL PROFILE INFORMATION.		(WQ-11)	TRENCH DRAIN AT PRECAST CONCRETE	L7.24		
(4)	SEE CIVIL PLANS FOR ROADWAY AND CROSSWALK STRIPING.		(WQ-12)	CONCRETE RAIN INLET AT ARKONS	L7.47		
(5)	SEE ENCHORDMENTS PACKAGE FOR ALL ENCHORDMENTS.		(WQ-21)	DISPATION STRIP	L7.47		



13 CHESTNUT PLACE
1" = 10"

NOTE: CONTRACTOR TO SEE C-SERIES FOR ALL UTILITY PLACEMENTS. UTILITIES APPEARING ON L-SERIES DRAWINGS ARE FOR INFORMATIONAL PURPOSES ONLY.

#	Activity ID	Activity Name	Duration	Start	Finish	WBS												2023												2024												2025												2026											
						2023												2024												2025												2026																							
						h	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	Aug	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D																	
1	Denargo Market Infrastructure All Phases		695	18-Jul-23 A	11-Aug-25																																																												
2	Summary and Milestones		695	18-Jul-23 A	11-Aug-25																																																												
3	SUM-1210	100% CD Issuance/ Permit Dependent	86	18-Jul-23 A	17-Nov-23 A																																																												
4	SUM-1050	GMP Contract Negotiations / Execute	76	01-Aug-23 A	31-Jan-24																																																												
5	PRE-1170	Erosion Control Permit (Notice of Prelim. Approval)	5	08-Aug-23 A	08-Aug-23 A																																																												
6	SUM-1190	State SWMP Permit Issuance	0		08-Aug-23 A																																																												
7	PRE-1190	Xcel Temp Power for Office Trailer	20	11-Sep-23 A	19-Jan-24 A																																																												
8	SUM-1130	Executed LAPP Phase 1A Overlot Grading & Mass Ex	0	22-Sep-23 A																																																													
9	PRE-1180	Office Trailer Permit	20	22-Sep-23 A	29-Dec-23 A																																																												
10	SUM-1170	Issue Subcontractor LAP's	5	22-Sep-23 A	11-Oct-23 A																																																												
11	SUM-1180	Bind Project Insurance	3	22-Sep-23 A	29-Sep-23 A																																																												
12	SUM-1060	Construction Duration (Calendar Days)	647	25-Sep-23 A	03-Jul-25																																																												
13	SUM-1110	Anticipated Start of Construction (9/25/23)	0	25-Sep-23 A																																																													
14	SUM-1230	Executed Owner Utility Service Contracts	0		11-Oct-23 A																																																												
15	SUM-1220	GMP 100% CD Cost Update	20	28-Nov-23 A	31-Jan-24																																																												
16	SUM-1070	Final Review & Execute GMP C/O #1 (Pending Full Permit Issuance)	29	17-Jan-24 A	31-Jan-24																																																												
17	SUM-1270	95% Contract Buyout Target	60	01-Feb-24	25-Apr-24																																																												
18	SUM-1240	TCE & Rules & Regulations for Brighton Park	0	12-Apr-24*																																																													
19	SUM-1200	Cost Sharing Agreement / Access Easement & Permit	0	17-Jun-24*																																																													
20	SUM-1160	Adverse Weather (Original Duration 20 Working Days)	20	06-Jun-25	03-Jul-25																																																												
21	SC-1010	Final Inspections (Overall Site) - Metro Dists., Municipalities, Bldg Dept., CPSI, Utilities	15	13-Jun-25	03-Jul-25																																																												
22	SUM-1150	Substantial Completion	0		03-Jul-25																																																												
23	SC-1020	Project Final Punchlist Items	30	04-Jul-25	02-Aug-25																																																												
24	SC-1030	Project Final Acceptance (All Parties)	5	04-Aug-25	08-Aug-25																																																												
25	SC-1040	Project Final Completion	1	11-Aug-25	11-Aug-25																																																												
26	Summary Phase 1A		162	25-Sep-23 A	05-Mar-24																																																												
27	SUM-1020	Construction Duration (Calendar Days)	162	25-Sep-23 A	05-Mar-24																																																												
28	SUM-1000	Construction Start	0	25-Sep-23 A																																																													
29	SUM-1010	Substantial Completion	0		05-Mar-24																																																												
30	SUM-1030	Final Completion	0		05-Mar-24																																																												
31	TCO +5 Phase 1A		76	03-Nov-23 A	29-Feb-24																																																												
32	TCO5-1000	Receive Soil Profile	0		03-Nov-23 A																																																												
33	TCO5-1010	Finish Mass Excavation at Roadways (West)	0		12-Dec-23 A																																																												
34	TCO5-1020	Finish Place & Compact Replacement Fill (West)	0		26-Jan-24																																																												
35	TCO5-1030	Finish Install Temp Stormwater Bypass System	0		31-Jan-24																																																												
36	TCO5-1040	Finish Prep Invert Subgrade at UG DB & WQS	0		29-Feb-24																																																												
37	Preconstruction		433	09-Nov-23 A	04-Aug-25																																																												
38	SUM-1250	SSPR Release for Submittals	0	09-Nov-23 A																																																													
39	SUM-1100	GC Contract and Subcontractor Award	20	28-Nov-23 A	09-Feb-24																																																												
40	SUM-1080	Preconstruction Duration (Calendar Days)	0	22-Jan-24	22-Jan-24																																																												
41	SUM-1090	2024 Landscaping Winter Hold (15-May)	0	15-May-24*																																																													
42	SUM-1260	2025 Landscaping Winter Hold (15-May)	0	15-May-25*																																																													
43	SUM-1140	Closeout (Calendar Days)	31	04-Jul-25	03-Aug-25																																																												
44	SUM-1120	Final Completion	0		04-Aug-25																																																												
45	Permits		46	24-Aug-23 A	31-Jan-24																																																												
46	PER-1000	CASPD Permit	1	24-Aug-23 A	24-Aug-23 A																																																												
47	PER-1010	Full Site Permit (ASSUMPTION)	45	25-Aug-23 A	31-Jan-24																																																												
48	Critical Material Engineering and Submittals		175	02-Oct-23 A	17-Jul-24																																																												
49	Storm Sewer Phase 1A		33	02-Oct-23 A	17-Nov-23 A																																																												
50	PRO-1380	Temporary Storm Bypass - Prepare and Submit Material SD, PD	11	02-Oct-23 A	05-Oct-23 A																																																												
51	PRO-1400	Temporary Storm Bypass - Review and Approve Material SD, PD	11	06-Oct-23 A	20-Oct-23 A																																																												

■ Remaining Work
 ■ Actual Work
 ■ Near Critical (6<10TF)
 ■ Impacts
 ◆ S
 ■ Critical Work
 ■ Near Critical (<5 TF)
 ■ Actual Level of Effort
 ■ Impacted
 ◆ ◆ N

Swinerton Builders

#	Activity ID	Activity Name	Duration	Start	Finish	2023												2024												2025												2026											
						h	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	Aug	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun											
52	PRO-1390	Temporary Storm Bypass - Fabricate and Deliver	11	23-Oct-23 A	17-Nov-23 A	■ Temporary Storm Bypass - Fabricate and Deliver																																															
53	Asphalt		25	27-Feb-24	01-Apr-24																																																
54	PRO-1260	Prepare and Submit Material SD, PD	10	27-Feb-24	11-Mar-24													■ Prepare and Submit Material SD, PD																																			
55	PRO-1280	Review and Approve Material SD, PD	10	12-Mar-24	25-Mar-24													■ Review and Approve Material SD, PD																																			
56	PRO-1270	Fabricate and Deliver	5	26-Mar-24	01-Apr-24													■ Fabricate and Deliver																																			
57	Sanitary Sewer		30	12-Feb-24	25-Mar-24																																																
58	PRO-1000	Prepare and Submit Material SD, PD	5	12-Feb-24	16-Feb-24													■ Prepare and Submit Material SD, PD																																			
59	PRO-1120	Review and Approve Material SD, PD	5	20-Feb-24	26-Feb-24													■ Review and Approve Material SD, PD																																			
60	PRO-1060	Fabricate and Deliver	20	27-Feb-24	25-Mar-24													■ Fabricate and Deliver																																			
61	Fire Protection/Domestic Water Service		40	27-Feb-24	22-Apr-24																																																
62	PRO-1010	Prepare and Submit Material SD, PD	10	27-Feb-24	11-Mar-24													■ Prepare and Submit Material SD, PD																																			
63	PRO-1140	Review and Approve Material SD, PD	10	12-Mar-24	25-Mar-24													■ Review and Approve Material SD, PD																																			
64	PRO-1110	Fabricate and Deliver	20	26-Mar-24	22-Apr-24													■ Fabricate and Deliver																																			
65	Storm Sewer		131	23-Oct-23 A	16-May-24																																																
66	PRO-1410	StormCapture Detention Vault - Prepare and Submit Material SD, PD	10	23-Oct-23 A	02-Nov-23 A													■ StormCapture Detention Vault - Prepare and Submit Material SD, PD																																			
67	PRO-1470	Contech Detention Vault - Prepare and Submit Material SD, PD	10	23-Oct-23 A	02-Nov-23 A													■ Contech Detention Vault - Prepare and Submit Material SD, PD																																			
68	PRO-1430	StormCapture Detention Vault - Review and Approve Material SD, PD	10	03-Nov-23 A	17-Nov-23 A													■ StormCapture Detention Vault - Review and Approve Material SD, PD																																			
69	PRO-1480	Contech Detention Vault - Review and Approve Material SD, PD	10	03-Nov-23 A	17-Nov-23 A													■ Contech Detention Vault - Review and Approve Material SD, PD																																			
70	PRO-1440	Storm Line - Prepare and Submit SD, PD	10	22-Nov-23 A	01-Dec-23 A													■ Storm Line - Prepare and Submit SD, PD																																			
71	PRO-1450	Storm Line - Review and Approve Material SD, PD	10	04-Dec-23 A	08-Dec-23 A													■ Storm Line - Review and Approve Material SD, PD																																			
72	PRO-1460	Storm Line - Fabricate and Deliver	15	22-Jan-24	09-Feb-24													■ Storm Line - Fabricate and Deliver																																			
73	PRO-1420	StormCapture Detention Vault - Fabricate and Deliver	80	25-Jan-24	16-May-24													■ StormCapture Detention Vault - Fabricate and Deliver																																			
74	PRO-1490	Contech Detention Vault - Fabricate and Deliver	60	25-Jan-24	18-Apr-24													■ Contech Detention Vault - Fabricate and Deliver																																			
75	Site Concrete		25	27-Feb-24	01-Apr-24																																																
76	PRO-1220	Prepare and Submit Material SD, PD	10	27-Feb-24	11-Mar-24													■ Prepare and Submit Material SD, PD																																			
77	PRO-1200	Review and Approve Material SD, PD	10	12-Mar-24	25-Mar-24													■ Review and Approve Material SD, PD																																			
78	PRO-1210	Fabricate and Deliver	5	26-Mar-24	01-Apr-24													■ Fabricate and Deliver																																			
79	Electrical - Lighting		85	27-Feb-24	25-Jun-24																																																
80	PRO-1020	Prepare and Submit Material SD, PD	10	27-Feb-24	11-Mar-24													■ Prepare and Submit Material SD, PD																																			
81	PRO-1130	Review and Approve Material SD, PD	10	12-Mar-24	25-Mar-24													■ Review and Approve Material SD, PD																																			
82	PRO-1070	Fabricate and Deliver	65	26-Mar-24	25-Jun-24													■ Fabricate and Deliver																																			
83	Electrical - Transformers		100	27-Feb-24	17-Jul-24																																																
84	PRO-1500	Prepare and Submit Material SD, PD	10	27-Feb-24	11-Mar-24													■ Prepare and Submit Material SD, PD																																			
85	PRO-1520	Review and Approve Material SD, PD	10	12-Mar-24	25-Mar-24													■ Review and Approve Material SD, PD																																			
86	PRO-1510	Fabricate and Deliver	80	26-Mar-24	17-Jul-24													■ Fabricate and Deliver																																			
87	Landscaping		60	27-Feb-24	20-May-24																																																
88	PRO-1320	Prepare and Submit Material SD, PD	10	27-Feb-24	11-Mar-24													■ Prepare and Submit Material SD, PD																																			
89	PRO-1550	Soil Cell - Prepare and Submit Material SD, PD	5	27-Feb-24	04-Mar-24													■ Soil Cell - Prepare and Submit Material SD, PD																																			
90	PRO-1570	Lawns & Grasses - Prepare and Submit Material SD, PD	10	27-Feb-24	11-Mar-24													■ Lawns & Grasses - Prepare and Submit Material SD, PD																																			
91	PRO-1560	Soil Cell - Review and Approve Material SD, PD	5	05-Mar-24	11-Mar-24													■ Soil Cell - Review and Approve Material SD, PD																																			
92	PRO-1340	Review and Approve Material SD, PD	10	12-Mar-24	25-Mar-24													■ Review and Approve Material SD, PD																																			
93	PRO-1530	Soil Cell - Fabricate and Deliver	40	12-Mar-24	06-May-24													■ Soil Cell - Fabricate and Deliver																																			
94	PRO-1580	Lawns & Grasses - Review and Approve Material SD, PD	10	12-Mar-24	25-Mar-24													■ Lawns & Grasses - Review and Approve Material SD, PD																																			
95	PRO-1330	Fabricate and Deliver	40	26-Mar-24	20-May-24													■ Fabricate and Deliver																																			
96	PRO-1540	Lawns & Grasses - Fabricate and Deliver	40	26-Mar-24	20-May-24													■ Lawns & Grasses - Fabricate and Deliver																																			
97	Amenities		50	27-Feb-24	06-May-24																																																
98	PRO-1290	Prepare and Submit Material SD, PD	10	27-Feb-24	11-Mar-24													■ Prepare and Submit Material SD, PD																																			
99	PRO-1310	Review and Approve Material SD, PD	10	12-Mar-24	25-Mar-24													■ Review and Approve Material SD, PD																																			
100	PRO-1300	Fabricate and Deliver	30	26-Mar-24	06-May-24													■ Fabricate and Deliver																																			
101	Site Fencing & Gates		50	27-Feb-24	06-May-24																																																
102	PRO-1350	Prepare and Submit Material SD, PD	10	27-Feb-24	11-Mar-24													■ Prepare and Submit Material SD, PD																																			
103	PRO-1370	Review and Approve Material SD, PD	10	12-Mar-24	25-Mar-24													■ Review and Approve Material SD, PD																																			
104	PRO-1360	Fabricate and Deliver	30	26-Mar-24	06-May-24													■ Fabricate and Deliver																																			

■ Remaining Work
 ■ Actual Work
 ■ Near Critical (6<10TF)
 ■ Impacts
 ■ Critical Work
 ■ Near Critical (<5 TF)
 ■ Actual Level of Effort
 ■ Impacted
 ◆ ◆

Swinerton Builders

EXHIBIT E

CONTRACTOR'S INSURANCE REQUIREMENTS

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

(2) **Proof of Insurance:** Contractor shall provide a copy of this Contractor Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Contractor Agreement prior to placement of coverages required under this Contractor Agreement. Contractor certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of this Contractor Agreement. The acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Contractor Agreement shall not act as a waiver of Contractor's breach of this Contractor Agreement or of any of the rights or remedies under this Contractor Agreement. Additional proof of insurance, including but not limited to policies and endorsements, may be required.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers and Developer and its officials, officers, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages required under this Contractor Agreement, Contractor's insurer shall waive subrogation rights against the City and County of Denver and Developer.

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

(6) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City and County of Denver and Developer, as a material representation upon which the City and Developer are relying, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection.

during any part of the term of this Contractor Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Contractor Agreement.

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

(8) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contractor Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

(9) **Contractors Pollution Liability:** Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City and County of Denver and Developer (Construction Contractor Only)

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

(11) **Builders' Risk or Installation Floater:** Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Developer, Contractor, and sub-contractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City and County of Denver. (Construction Contractor Only)

(12) **Additional Provisions:**

(a) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City or District, whichever is earlier.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2024

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 Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293 SWININC-07	CONTACT NAME: Project Team PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: National Fire & Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER C: Zurich American Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D: American Guarantee and Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER E: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER F: Endurance American Specialty Ins Co</td> <td>41718</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: National Fire & Marine Insurance Co	20079	INSURER C: Zurich American Insurance Co		INSURER D: American Guarantee and Liability Ins Co	26247	INSURER E: American Zurich Insurance Company	40142	INSURER F: Endurance American Specialty Ins Co	41718
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Mutual Fire Insurance Company	23035														
INSURER B: National Fire & Marine Insurance Co	20079														
INSURER C: Zurich American Insurance Co															
INSURER D: American Guarantee and Liability Ins Co	26247														
INSURER E: American Zurich Insurance Company	40142														
INSURER F: Endurance American Specialty Ins Co	41718														

COVERAGES **CERTIFICATE NUMBER: 390711436** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	GLO339601500	8/1/2021	8/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2661066493024	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	42XSF31671301	8/1/2021	8/1/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC344270003	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D F	Excess Liability - 2nd Layer 3rd Layer XS - Quota Share	Y	Y	AEC499544200 ELD3001311800	8/1/2021 11/11/2021	8/1/2026 8/1/2026	Each Occ/Agg \$15,000,000 Each Occ/Agg \$12,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Subcontractors of any tier enrolled into the Controlled Insurance Program are covered for General Liability, Excess Liability and Workers Compensation Only.

SB Job #22035018 RE: Denargo Market Infrastructure ADDITIONAL INSURED(S): JV Denargo, LLC and its members GF Denargo Investors, LLC and its members GOCO Denargo Investors, LLC and its members CSJV Denargo Investors, LLC and its members FORMATIV Development Company and its members Formativ Denargo GP, LLC and its members BlackRock Realty Advisors, Inc. and its members Golub & Company, LLC and its members Golub & Company of Illinois LLC and its members Golub Realty Services, LLC and its members Golub Real Estate Corp and its members Golub & Company Sponsor Fund LLC and its members Golub Sponsor Fund Manager LLC and its members Formativ Denargo GP LLC and its members Formativ Denargo Investors LLC See Attached...

CERTIFICATE HOLDER JV Lodo Denargo, LLC 2724 Walnut St Denver CO 80205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Swinerton Builders and All Contractors of any tier enrolled in the Controlled Insurance Program 6890 West 52nd Avenue, Suite 100 Arvada CO 80002
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

and its members California State Teachers Retirement System CalSTERS and its members Denargo Market Metropolitan District No.1 Bank OZK, ISAOA ATIME, 625 Court Street Clearwater, FL, City and County of Denver its elected and appointed officials, employees and volunteers



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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 Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293	CONTACT NAME: Project Team PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Navigators Specialty Insurance Company</td> <td style="text-align: center;">36056</td> </tr> <tr> <td>INSURER B: Steadfast Insurance Company</td> <td style="text-align: center;">26387</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Navigators Specialty Insurance Company	36056	INSURER B: Steadfast Insurance Company	26387	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Navigators Specialty Insurance Company	36056														
INSURER B: Steadfast Insurance Company	26387														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED [Swinerton Builders - Denver] Swinerton Builders 6890 West 52nd Avenue Suite 100 Arvada CO 80002															

COVERAGES **CERTIFICATE NUMBER: 553927688** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Pollution Liability Professional Liability	Y	Y	SF24ECPZ04ZREIC EOC653650601	8/1/2024 8/1/2024	8/1/2025 8/1/2025	Each Incident/Agg \$3,000,000 Each Claim/Agg \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SB Job #22035018 RE: Denargo Market Infrastructure ADDITIONAL INSURED(S)(Pollution Only): JV Denargo, LLC and its members GF Denargo Investors, LLC and its members GOCO Denargo Investors, LLC and its members CSJV Denargo Investors, LLC and its members FORMATIV Development Company and its members Formativ Denargo GP, LLC and its members BlackRock Realty Advisors, Inc. and its members Golub & Company, LLC and its members Golub & Company of Illinois LLC and its members Golub Realty Services, LLC and its members Golub Real Estate Corp and its members Golub & Company Sponsor Fund LLC and its members Golub Sponsor Fund Manager LLC and its members Formativ Denargo GP LLC and its members Formativ Denargo Investors LLC and its members California State Teachers Retirement System CalSTERS and its members Denargo Market Metropolitan District No.1 Bank OZK, ISAOA ATIME, 625 Court Street Clearwater, FL, City and County of Denver its elected and appointed officials, employees and volunteers

CERTIFICATE HOLDER JV Lodo Denargo, LLC 2724 Walnut St Denver CO 80205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/03/2024

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS MARSH USA LLC. Attn: Angie Barros (Elisangela.N.Barros@marsh.com) Ph: (617) 385-0363 / Fax: (617) 385-0344 99 High Street Boston, MA 02110 CN117681633-BR-BR-23-25		PHONE (A/C, No, Ext):	COMPANY NAME AND ADDRESS Travelers Property Casualty Company of America	NAIC NO: 25674
FAX (A/C, No):		E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:		SUB CODE:		POLICY TYPE BUILDERS RISK
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER QT-660-4W688215-TIL-23
NAMED INSURED AND ADDRESS JV LODO DENARGO LLC 400 HOWARD STREET # 1 SAN FRANCISCO, CA 94105		EFFECTIVE DATE 09/11/2023	EXPIRATION DATE 07/16/2025	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S) City and County of Denver		THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
 Re: 2650 Arkins Court, Denver, CO 80216.

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	DEDUCTIBLE
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 42,668,182					DED: 10,000
	YES NO N/A				
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE				X	If YES, LIMIT: Actual Loss Sustained; # of months:
BLANKET COVERAGE		X			If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE	X				Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				X	
IS DOMESTIC TERRORISM EXCLUDED?				X	
LIMITED FUNGUS COVERAGE				X	If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)				X	
REPLACEMENT COST	X				
AGREED VALUE				X	
COINSURANCE				X	If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	X				If YES, LIMIT: INCLUDED DED: 10,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X				If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
- Demolition Costs	X				If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
- Incr. Cost of Construction	X				If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
EARTH MOVEMENT (If Applicable)	X				If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
FLOOD (If Applicable)	X				If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:				X	If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:				X	If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST NYC-011983171-01		<input type="checkbox"/> CONTRACT OF SALE	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE		City and County of Denver Executive Director of Parks and Recreation 201 W. Colfax, Dept. 601 Denver, CO 80202			AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED JV LODO DENARGO LLC 400 HOWARD STREET # 1 SAN FRANCISCO, CA 94105	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 28 **FORM TITLE:** Evidence of Commercial Property Insurance

SUBLIMITS OF LIABILITY

Earth Movement: \$5,000,000 aggregate
 Flood: \$1,000,000 aggregate

Additional Sublimits:

- Transit: \$2,500,000
- Temporary Storage: \$2,500,000
- Expediting Expense and Extra Expense: \$1,000,000
- Fire Protective Systems: \$100,000
- Landscaping: \$100,000
- Soft Costs: \$100,000
- Temporary Works Other Than Covered Property: \$100,000
- Valuable Papers and Records: \$100,000
- Additional Cost of Construction Materials and Labor: \$250,000
- Claim Data Expenses: \$100,000
- Construction Contract Penalty: \$50,000
- Debris Removal Increase: \$1,000,000
- Fire or Police Department Service Charges: \$50,000
- Fungus, Wet Rot And Dry Rot – Annual Aggregate: \$50,000
- Green Building Additional Expense: \$100,000
- Ordinance or Law:
 - Loss To The Undamaged Portion Of The Building or Structure: Included In Applicable Limit At The Job Site
 - Demolition Cost and Increased Cost Of Construction - Combined: \$250,000
- Pollutant Clean Up and Removal – Annual Aggregate: \$100,000
- Preservation of Property: Included In Applicable Limit At The Job Site
- Protection of Property: \$100,000
- Reward Coverage: 25% of covered loss up to a maximum of: \$100,000

DEDUCTIBLES:

\$10,000 each and every Occurrence, in respect of physical loss of or damage to Insured Property, except:
 \$25,000 in respect of Earth Movement
 \$100,000 in respect of Flood

Excess Flood and Earth Movement:

Carrier: Technical Risk Underwriters
 Policy Number: 23-COC-000261
 Effective: 09/11/2023 - 07/16/2025

Limits:
 \$13,000,000, excess of \$1,000,000 per Occurrence (and in the Annual Aggregate) as respects the peril of Flood, and \$9,000,000 excess of \$5,000,000 per Occurrence (and in the Annual Aggregate) as respects the peril of Earth Movement, and excess of all applicable deductibles.



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/13/2023

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS MARSH USA LLC. Attn: Angie Barros (Elisangela.N.Barros@marsh.com) Ph: (617) 385-0363 / Fax: (617) 385-0344 99 High Street Boston, MA 02110 CN117681633-BR-BR-23-25		PHONE (A/C, No, Ext):	COMPANY NAME AND ADDRESS Travelers Property Casualty Company of America	NAIC NO: 25674
FAX (A/C, No):		E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:		POLICY TYPE BUILDERS RISK	
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER QT-660-4W688215-TIL-23
NAMED INSURED AND ADDRESS JV LODO DENARGO LLC 400 HOWARD STREET # 1 SAN FRANCISCO, CA 94105		EFFECTIVE DATE 09/11/2023	EXPIRATION DATE 07/16/2025	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
 Re: 2650 Arkins Court, Denver, CO 80216.

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

COVERAGE INFORMATION PERILS INSURED BASIC BROAD X SPECIAL 1

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 42,668,182 DED: 10,000

	YES	NO	N/A	
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE			X	If YES, LIMIT: Actual Loss Sustained; # of months:
BLANKET COVERAGE		X		If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE	X			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X	
IS DOMESTIC TERRORISM EXCLUDED?			X	
LIMITED FUNGUS COVERAGE			X	If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X	
REPLACEMENT COST	X			
AGREED VALUE			X	
COINSURANCE			X	If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT: INCLUDED DED: 10,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
- Demolition Costs	X			If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
- Incr. Cost of Construction	X			If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
FLOOD (If Applicable)	X			If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X	If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X	If YES, LIMIT: SEE ATTACHED DED: SEE ATTACHED
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST NYC-011701176-01

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Swinerton Builders 6890 W 52nd Ave Arvada, CO 80002		AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED JV LODO DENARGO LLC 400 HOWARD STREET # 1 SAN FRANCISCO, CA 94105	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 28 **FORM TITLE:** Evidence of Commercial Property Insurance

SUBLIMITS OF LIABILITY

Earth Movement: \$5,000,000 aggregate
 Flood: \$1,000,000 aggregate

Additional Sublimits:

Transit: \$2,500,000
 Temporary Storage: \$2,500,000
 Expediting Expense and Extra Expense: \$1,000,000
 Fire Protective Systems: \$100,000
 Landscaping: \$100,000
 Soft Costs: \$100,000
 Temporary Works Other Than Covered Property: \$100,000
 Valuable Papers and Records: \$100,000
 Additional Cost of Construction Materials and Labor: \$250,000
 Claim Data Expenses: \$100,000
 Construction Contract Penalty: \$50,000
 Debris Removal Increase: \$1,000,000
 Fire or Police Department Service Charges: \$50,000
 Fungus, Wet Rot And Dry Rot – Annual Aggregate: \$50,000
 Green Building Additional Expense: \$100,000
 Ordinance or Law:
 Loss To The Undamaged Portion Of The Building or Structure: Included In Applicable Limit At The Job Site
 Demolition Cost and Increased Cost Of Construction - Combined: \$250,000
 Pollutant Clean Up and Removal – Annual Aggregate: \$100,000
 Preservation of Property: Included In Applicable Limit At The Job Site
 Protection of Property: \$100,000
 Reward Coverage: 25% of covered loss up to a maximum of: \$100,000

DEDUCTIBLES:

\$10,000 each and every Occurrence, in respect of physical loss of or damage to Insured Property, except:
 \$25,000 in respect of Earth Movement
 \$100,000 in respect of Flood

Excess Flood and Earth Movement:

Carrier: Technical Risk Underwriters
 Policy Number: 23-COC-000261
 Effective: 09/11/2023 - 07/16/2025

Limits:
 \$13,000,000, excess of \$1,000,000 per Occurrence (and in the Annual Aggregate) as respects the peril of Flood, and \$9,000,000 excess of \$5,000,000 per Occurrence (and in the Annual Aggregate) as respects the peril of Earth Movement, and excess of all applicable deductibles.