

## ACCESS LICENSE & USE PERMIT AGREEMENT

This **ACCESS LICENSE & USE PERMIT AGREEMENT** ("Agreement") is entered, as the date set forth on the City's signature page below (the "Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation (the "City") and **METRO WASTEWATER RECLAMATION DISTRICT**, a public body politic and corporate and a quasi-municipal corporation and political subdivision of the State of Colorado, with an address of 6450 York Street, Denver, Colorado 80229 ("Metro") (collectively, "Parties").

### RECITALS

- A. Metro is a metropolitan sewage disposal district, organized and existing pursuant to C.R.S. § 32-4-501, et. seq. Metro provides wholesale wastewater treatment services to entities in Adams, Arapahoe, Denver, Douglas, and Jefferson counties.
- B. Metro operates the Central Denver Sanitary Sewer Interceptor and the Platte River Sanitary Sewer Interceptor (the "Interceptors"), both of which run parallel to the South Platte River. Metro intends to perform construction in order to rehabilitate portions of the Interceptors by means of cured-in-place piping and slip-lining ("Rehabilitation").
- C. Portions of the Interceptors are located within real property owned by the City and County of Denver (the "City Property") and under the authority, management and operation of the Denver Department of Parks and Recreation ("DPR"). Specifically, the Interceptors run through in three DPR facilities: Carpio-Sanguinette Park (formerly known as Northside Park), located at 1400 53rd Avenue, Denver, Colorado 80216; City of Cuernavaca Park, located at 3500 Rockmont Drive, Denver, Colorado 80202; and Lower Lakewood Gulch Open Space, located at 1390 North Decatur Street, Denver, Colorado 80204 (altogether, the "Parks"). The Parks are depicted in the maps attached to this Agreement as **Exhibit A**, and are incorporated herein by this reference.
- D. Metro has easements and rights-of-way for the purposes of constructing, operating, maintaining, repairing, replacing and modifying the Interceptors over, upon, across and in City Property in the Parks as well as the right of free ingress and egress at all times (altogether, the "Easements"). The Easements are as set forth and referenced in Reception Number 052690 dated November 21, 1986, Reception Number 018731 dated November 3, 1976 and labeled Book 1341 Pages 215- 219, Reception Number 018646 dated November 3, 1976 and labeled Book 1341 Pages 72-74, Reception Number 14643 dated September 16, 1971 and labeled Book 383 Page 313.
- E. The Rehabilitation will occur within the Easements. However, Metro anticipates that it will need access to other City Property that is adjacent to the Easements, but not included within the Easements, to stage equipment, stage materials, and bypass flow (altogether, the "Permitted Rights"). The City Property adjacent to the Easements is as stated in the corresponding drawing attached to this Agreement as **Exhibit B** which is incorporated in this Agreement by this reference (the "Permitted Area").

NOW, THEREFORE, in consideration of the above premises and the terms and conditions of this Agreement as set out below, the City and Metro agree as follows:

1. **PERMIT.** Metro and its officers, directors, employees, representatives, agents, consultants and contractors (hereinafter referred to collectively as "Metro") are hereby permitted access as limited by this Agreement onto, and the use of, the Permitted Area, as described in **Exhibit B**, which includes reasonable ingress and egress from other or surrounding City property, for the purpose of exercising Metro's Permitted Rights; and Metro acknowledges, concedes and agrees that the exercise of the Permitted Rights by Metro shall be in accordance with, and subject to, the terms and conditions set forth in this Agreement. This Agreement does not authorize Metro to enter upon, or make any use of, any property other than the Permitted Area and for only those purposes identified as the Permitted Rights. The Permitted Rights are not transferable and are non-exclusive.
2. **CITY RETAINED RIGHTS.** The City retains the right to use, occupy, enjoy, or grant other interest and in all other ways govern and control the Permitted Area and any adjacent City Property and other City-owned property and right-of-way so long as such City activity does not substantially impair the Permitted Rights as granted herein. The City retains the right to control, monitor, and establish procedures applicable to Metro's use of the Permitted Area. In the event Metro fails to comply with this Agreement, the City retains the right, at the DPR Executive Director's sole discretion, to impose and require additional reasonable terms or conditions that do not substantially impair the Permitted Rights including charging to Metro actual costs or expenses incurred by the City resulting from Metro's failure to comply.
3. **FEE; COMPENSATION.** There is no fee for the Permit. Metro or such other party as determined by Metro, but not the City, shall be liable for all costs and expenses associated with the Rehabilitation, Restoration, and other Operations as set forth in this Agreement, including compensation to the City in an amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00) for each year, including Restoration periods, and applicable only in the case that the City of Cuernavaca park land is unusable as a result of Metro's use and work. The Parties may opt to address compensation as a cash payment to the City, or as in-kind donation or service.

#### 4. **BASIC TERMS & CONDITIONS**

- A. Term: This Agreement, the access to the Permitted Area and the permission for the Metro District to exercise the Permitted Rights shall become effective as of execution by the City, and shall expire upon the completion of Restoration work, but by no later than three (3) years after the effective date. Except as set forth in the previously issued easements, once expired, the Permitted Rights and Metro's access rights to the Permitted Area shall terminate. Obligations may survive termination only as specifically indicated in this Agreement. The rights and obligations granted to Metro under previously issued easement, permits or licenses shall remain in effect.
- B. Compliance with Laws. Metro shall obtain, keep in effect, comply with, and provide copies to the City Rep (as defined below) as directed by the City Rep, all notices, permits,

licenses, consents, permissions, and approvals required by any governmental or quasi-governmental entity prior to exercising the Permitted Rights in the Permitted Area. Any required manifest, approval, license or permit shall be issued in Metro's or its contractor's name. Metro hereby acknowledges and agrees that, whether a permit is issued to Metro or its contractor, Metro is bound by and shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and policies, and the terms and conditions set forth in any plans DPR may require and approve, and all other applicable plans, specifications, permits, permissions, consents, and approvals required for or applicable to exercising the Permitted Rights within the Permitted Area. Metro should be prepared to present a fully executed copy of this Agreement upon request while exercising its Permitted Rights within the Permitted Area.

- C. No Property Interest. Nothing in this Permit creates or recognizes a property interest on the part of Metro in or to the Permitted Area. This Agreement is not intended to supersede or cancel any prior right or interest granted to Metro including the Easements.
- D. Revocation. The DPR Executive Director shall have the right, at the DPR Executive Director's sole discretion, to revoke or suspend the Permitted Rights granted under this Agreement at any time only for a material breach of this Agreement. The DPR Executive Director will give Metro a Notice of Revocation ("Notice"). If the reason for the Notice is for a curable violation of this Agreement, as determined by the DPR Executive Director, upon receipt of such Notice, Metro shall have thirty (30) calendar days, or such longer time as specified by the DPR Executive Director, to cure the violation and to demonstrate to the satisfaction of the DPR Executive Director that the violation has been cured, which will not be unreasonably withheld. If the reason for the Notice is not curable, as determined by the DPR Executive Director, Metro shall have ninety (90) calendar days to remove the equipment, staging materials, and all its appurtenances from the Permitted Area and restore the Permitted Area as required herein.
- E. City Representative. A DPR employee, a City representative, or a private contractor ("City Rep") will be assigned by the DPR Executive Director to be Metro's contact for coordination and oversight of the Permitted Rights under this Agreement, notifications under this Agreement, and in the event of an emergency. The City Rep may be changed or other City Rep's added at any time upon notice to Metro. This Agreement shall not apply to future work within the Permitted Area once the Agreement terminates, or to any other City Property where Metro may need to perform other work and shall be subject to applicable City requirements.
- F. Direction by City Representative. Metro shall develop and implement appropriate schedules, plans and protocols necessary for exercising its Permitted Rights within the Permitted Area and provide the City Rep with said schedules, plans and protocols. Metro shall provide prior written notice to the City Rep before accessing the Permitted Area to start exercising its Permitted Rights within the Permitted Area. Metro shall take all reasonable measures to keep the City Rep informed of the progress of the Rehabilitation, Restoration, and related activities, and any emergencies, in accordance with this

Agreement and to comply with the reasonable directions and requirements of the City Rep, including any order to suspend work or to cease and desist for any unauthorized activities.

- G. Contractors. At no time shall Metro, its officials, employees, contractors, subcontractors, consultants, suppliers, laborers or agents be regarded as working for the City in any capacity nor shall they be regarded in any manner as being employees or contractors of the City.
- H. Restoration. Metro shall not damage, destroy or harm any improvements on or about the Permitted Area, the Parks, or other City-owned property no more than necessary in exercising its Permitted Rights. Metro shall promptly repair, replace or restore all damaged, destroyed or harmed improvements, including improvements and property necessarily damaged or altered in exercising the Permitted Rights (Restoration). All Restoration work shall be performed to the specifications as set forth in the District “PAR 1332 Interceptor Rehabilitation 2018-2019 Project Manual”, and reasonable satisfaction of the City Rep, which shall not be unreasonably withheld. The Restoration must be completed within a period of 300 days from the date that Metro notifies the City Rep (as defined herein) that earth-disturbing work has commenced ("Restoration Date"). Metro is also responsible for Restoration and applicable standards that may be imposed by other City agencies for other City-owned property that is damaged, destroyed or harmed as a result of Metro exercising its Permitted Rights and as limited to the work performed as contemplated by this Agreement.
- I. Utilities. Metro shall be solely responsible for locating and taking appropriate measures to protect all overhead, above ground and underground utilities, including without limitation gas, electrical, sewer, water, telephone, and cable when exercising the Permitted Rights within the Permitted Area. When exercising the Permitted Rights within the Permitted Area, Metro shall arrange for the timely and complete location of all utilities in accordance with law; shall take all necessary precautions to avoid damage to, or injury from, such utilities; and shall be liable for all damages resulting from any contact with or destruction of such utilities. The City Rep will provide, upon request, any drawings or other documents the City may have regarding the existence of such utilities on or about the Permitted Area or the City Property, but the City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to Metro.
- J. Emergency. Written notice requirements are waived in the event of any emergency situation requiring immediate access or activities on or about the Permitted Area, such as a major on-site accident, contamination exposure, utility damage, and security breaches. In the event of such an emergency, Metro shall provide verbal notice to the City Rep as soon as feasible (or, if the City Rep is not available after three tries within eight (8) hours, call 311 and leave a message regarding the nature of the emergency and contact information) and then follow up with written notice to the City Rep within twenty-four hours of such emergency. In the event of an emergency on or about the Permitted Area Metro shall be responsible for timely notifying and cooperating with the appropriate governmental authorities, as required by law.

K. Personal Property. No equipment, vehicles, temporary structures, road base, excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris and waste brought onto the Permitted Area or generated by Metro on the Permitted Area (“Personal Property”) shall be stored outside of the Permitted Area. When exercising its Permitted Rights within the Permitted Area Metro shall take reasonable measures to secure its Personal Property from public access or tampering and for the protection of public health and environment. The City assumes no liability for public misconduct, theft or vandalism of the Personal Property. Upon the completion of any work, Metro shall promptly remove from the Permitted Area all Personal Property and shall do so in compliance with federal, state and local regulatory requirements, standards and guidelines. Alternatively, if Metro should fail to remove the Personal Property as provided herein, the City may perform such removal and Metro shall promptly reimburse the City for all reasonable costs incurred by the City.

L. Environmental Requirements.

(1) **Hazardous Materials**. Metro shall be solely liable for all costs and expenses associated with any Hazardous Materials, as defined below, that Metro brings onto the Permitted Area as a consequence of exercising the Permitted Rights. Metro shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the work (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "**Hazardous Materials**" shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute. The obligations set out in this paragraph shall survive the expiration or revocation of this Agreement.

(2) **Metro’s Responsibility and Liability**. Metro shall (i) assume all liability for proper manifesting and management of all waste and, in particular, Hazardous Materials that Metro brings onto the Permitted Area as a consequence of exercising the Permitted Rights; (ii) use best efforts to minimize the volume of Hazardous Materials associated with the work or related activities on or about the Permitted Area, and shall properly and lawfully handle, containerize, manage and lawfully dispose of all such Hazardous Materials and other waste; (iii) will not take any action with respect to such Hazardous Materials that may cause any alteration in the chemical, physical or biologic nature or characteristics of the Hazardous Materials while the Hazardous Materials are on or about the Permitted Area; and (iv) remove all Hazardous Materials that Metro brings onto the Permitted Area as a consequence of exercising the Permitted Rights from the Permitted

Area. The City shall not own or be responsible for and does not take legal title to any of the Hazardous Materials and other waste generated by Metro in the course of the work.

(3) **Soils Management.** Soil excavated during any work under this Agreement which contains Hazardous Materials must be removed from the City Property and legally disposed specified above. Excavated soil which does not contain Hazardous Materials or other waste may be reused as backfill or re-grading on the Permitted Area provided there are no field indications of contamination such as odors, staining, or organic vapor meter readings above background. Otherwise, any soil brought on the Permitted Area by Metro for fill or grading purposes must be free of Hazardous Materials and other waste. Determinations as to the existence of Hazardous Materials and other waste shall be made by the City using criteria established by the Colorado Department of Public Health and Environment and the City's Department of Public Health and Environment.

**5. SPECIAL CONDITIONS OF ACCESS & USE.** In addition to all other general terms and conditions set forth in this Agreement, the following terms and conditions are established.

- A. Access/Traffic Control. In the event that exercising the Permitted Rights in the Permitted Area requires that portions of any bike/pedestrian trail or access to any facility or parking lot be closed for more than twenty-four (24) continuous hours, Metro shall prepare a detour plan which must be approved by the City Rep prior to Metro implementing the detour plan ("Traffic Control"). All Traffic Control measures, including barricades, signs, and flagging are subject to approval or modification by the City Rep if the City Rep, which shall not be unreasonably withheld.
- B. Trees. Any trees located within the Permitted Area must be appropriately and sufficiently protected by Metro when exercising its Permitted Rights. Protection, which may include fencing or barriers around the trees, are subject to approval by the City Rep, which shall not be unreasonably withheld, and installed prior to Metro exercising its Permitted Rights.

**6. INSURANCE:**

- A. **General Conditions:** Metro shall secure, on or before the Effective Date, the following insurance covering all work and related activities under this Agreement. Metro shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof. The required insurance shall be underwritten by an insurer Permitted 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent (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." Additionally, Metro shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified

by Metro. Metro shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Metro. Metro shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- B. Proof of Insurance: Metro shall provide a copy of this Agreement to its insurance agent or broker. Except as authorized by a permit previously issued to Metro, Metro may not commence work under this Agreement prior to placement of coverage. Metro has delivered a certificate of insurance (preferably an ACORD certificate) or other proof of coverage, and hereby certifies that said certificate or proof evidences all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of any of the City's rights under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to police and endorsements.
- C. Additional Insureds: For Commercial General Liability, Business Auto Liability, and Contractors Pollution Liability, Metro's insurer(s), and any subcontractors' insurer(s), shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- D. Waiver of Subrogation. For all coverages, Metro's insurer shall waive subrogation rights against the City.
- E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities performing work under this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Metro. Metro shall ensure that all subcontractors and subconsultants maintain the required coverages. Metro shall provide proof of insurance for all subcontractors and subconsultants upon request by the City.
- F. Workers' Compensation/Employer's Liability Insurance: Metro shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of at least \$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. Metro expressly represents to the City, as a material representation upon which the City is relying upon in issuing this Agreement, 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 Agreement, and that any such rejections previously effected, have been revoked as of the date the Metro signs this Agreement.
- G. Commercial General Liability: Metro shall maintain a Commercial General Liability insurance policy with limits of at least \$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.

H. **Business Automobile Liability:** Metro shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing the work under this Agreement. If transporting 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.

I. **Additional Provisions:**

(1) For Commercial General Liability, the policies must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;
- (c) A severability of interests or separation of insureds provision (no insured v. insured exclusion); and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the Effective Date.

(3) Metro shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Metro's own expense, were such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Metro shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

J. **Governmental Entities:** Metro is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended ("Act"). Metro shall maintain insurance, by commercial policy as set forth in Paragraph 6.A. through J., or self-insurance, as is necessary to meet the its liabilities under the Act. Proof of such insurance shall be provided only upon request by the City. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., *et. seq.*) or to any other defenses, immunities, or limitations of liability available to the Parties against third parties by law.

**7. LIABILITY.** To the extent authorized by law, Metro shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of the Metro or its officials, officers, employees, and agents in connection with the subject matter of this Agreement. To the extent authorized by law and except as otherwise provided in this Agreement, City shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by the City, or its officials, officers, employees, and agents in connection with the subject matter of this Agreement. Metro and City are each



responsible for its own negligence and that of their officials, officers, employees, and agents, to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101, *et seq.* No official, officer, employee, or agent of either party shall be charged personally, or held contractually, liable to the other party or its officials, officers, employees, or agents, under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

- 8. REMEDIES AND VENUE.** In addition to the revocation of the Agreement and other remedies and rights to relief set forth in this Agreement, the Parties shall have all remedies available at law or in equity against Metro. Venue for any action under this Agreement shall be in the District Court for the City and County of Denver.
- 9. APPROVALS AND CHARGES.** Metro shall obtain and maintain, at its sole cost, and comply with all permits or licenses (federal, state, or local) required when exercising its Permitted Rights within the Permitted Area. Metro shall pay promptly all applicable taxes, excises, license fees, and permit fees and charges of whatever nature when exercising its Permitted Rights within the Permitted Area and shall not permit any of said taxes, excises or license or permit fees to become delinquent or to fail to pay any penalties or fines assessed with respect to the work. The City shall not be liable for the payment of fees, charges, taxes, late charges, penalties or fines of any nature related to the work.
- 10. LIENS & OTHER ENCUMBRANCES.** Metro shall notify its contractors and subcontractors that mechanic's or materialman's liens or any other liens shall not be imposed upon City Property for amounts due any worker for labor performed or materials or equipment furnished either pursuant to C.R.S. § 38-26-107 or by any other authority, or due to any other claim with respect to the work. Metro shall promptly pay when due all bills, debts and obligations incurred in connection with the work performed under this Agreement and shall not permit the same to become delinquent. If any lien, judgment, execution or adjudication of bankruptcy results which may impair the rights of the City to the City Property, Metro shall notify the City of such, and Metro shall reasonably assist the City in resolving the encumbrance.
- 11. GOVERNMENTAL IMMUNITY.** Nothing in any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Metro may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., *et. seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Metro against third parties by law.
- 12. NO DISCRIMINATION IN EMPLOYMENT.** In connection with exercising its Permitted Rights within the Permitted Area, Metro agrees 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, gender, age, military status, sexual orientation, gender variance, material status, or physical or mental disability; and Metro further agrees to insert the foregoing provision in all approved contracts and subcontracts hereunder.

**13. NOTICES.** All notices required to be given to the City or Metro hereunder shall be in writing and provided by personal delivery or sent by certified mail, return receipt requested, to:

City: Executive Director  
Department of Parks and Recreation  
201 West Colfax Ave., Dept. 601  
Denver, Colorado 80202

Executive Director  
Department of Public Works  
201 West Colfax Ave., Dept. 608  
Denver, Colorado 80202

with copies to the City Rep.

Metro: as noted in the first paragraph of this Agreement above, with a copy to the representative appointed by Metro.

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Metro or the City. Daily communications and coordination between the City Rep and the representative of Metro and its contractor may be telephone or email, if so allowed under this Agreement and as agreed by these representatives.

**14. ENTIRE AGREEMENT.** This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the parties. The parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

**15. SEVERABILITY.** If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with applicable law and the judgment of the court.

**16. AMENDMENT.** Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the parties in the same manner as this Agreement.

**17. NO ASSIGNMENT.** Neither the City nor Metro shall not assign its rights or delegate its duties hereunder with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other party.

**18. AUTHORITY TO EXECUTE.** The person signing for Metro warrants that he or she has the complete authority to sign on behalf of and bind Metro.

**19. ELECTRONIC SIGNATURE AND ELECTRONIC RECORDS.** Metro consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that is in an electronic record or electronic signature or that is not in its original form or is not an original.

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SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]**

**Contract Control Number:** PARKS-201952332-00  
**Contractor Name:** METRO WASTEWATER RECLAMATION DISTRICT

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-201952332-00  
METRO WASTEWATER RECLAMATION DISTRICT

By: DocuSigned by:  
*William Conway*  
5C831147FDD14E8...

Name: william conway  
(please print)

Title: District Manager  
(please print)

ATTEST: [if required]

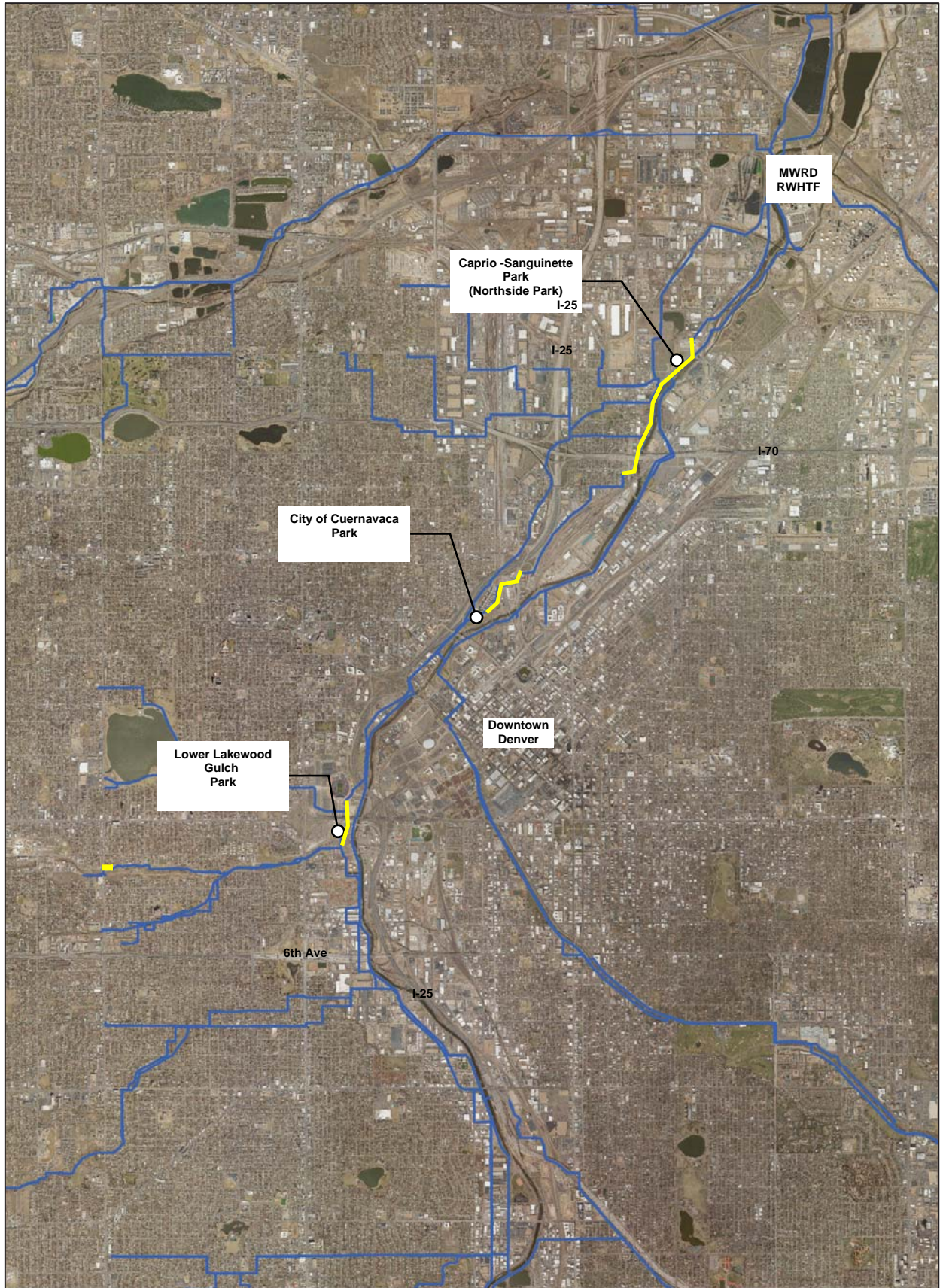
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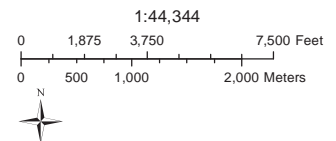
## Exhibit A - Maps





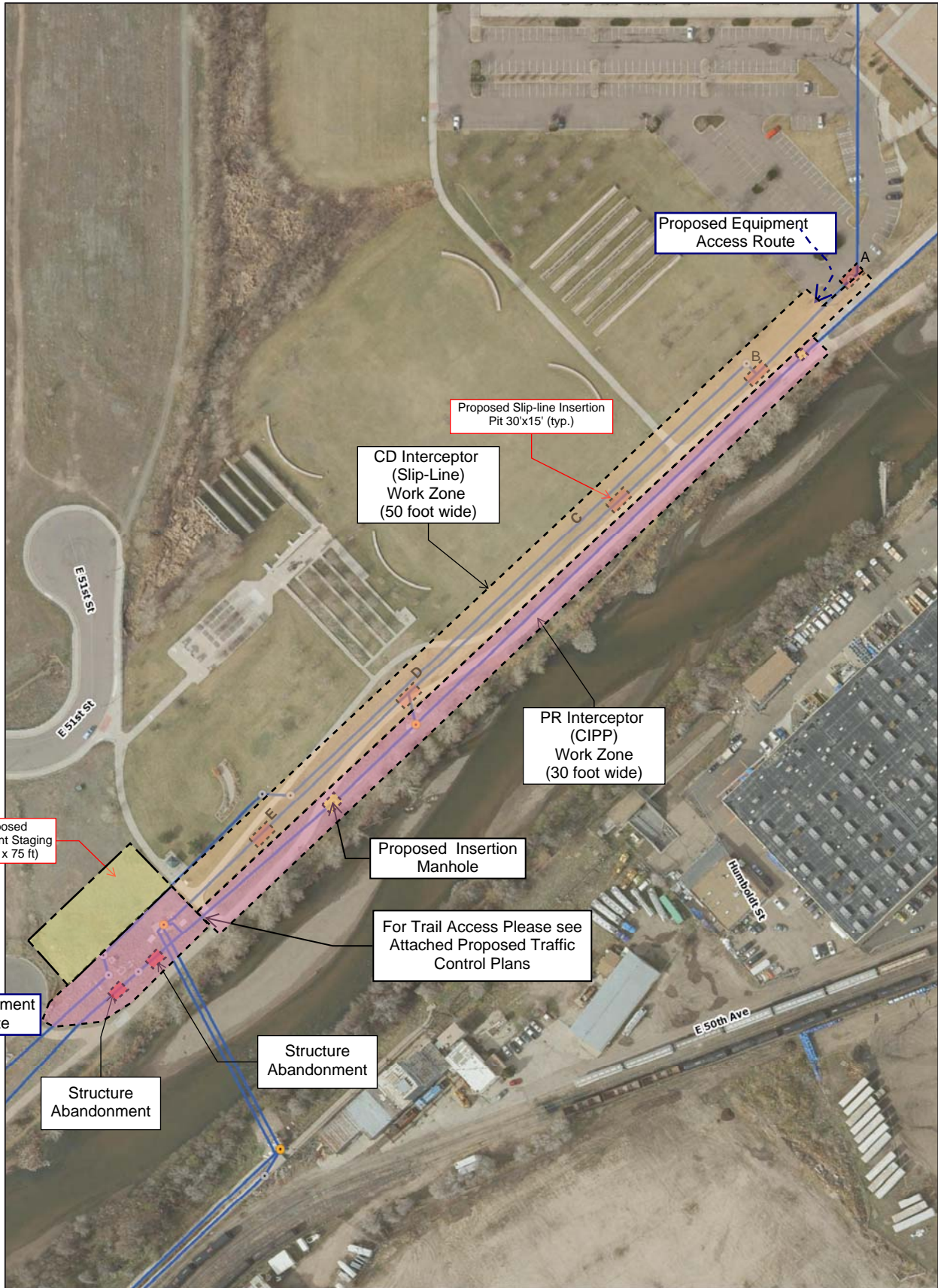
January 12, 2018

- Segment Labels
- Interceptor
  - Interceptor to be Rehabilitated



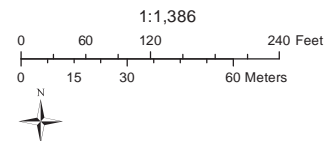
# Exhibit B



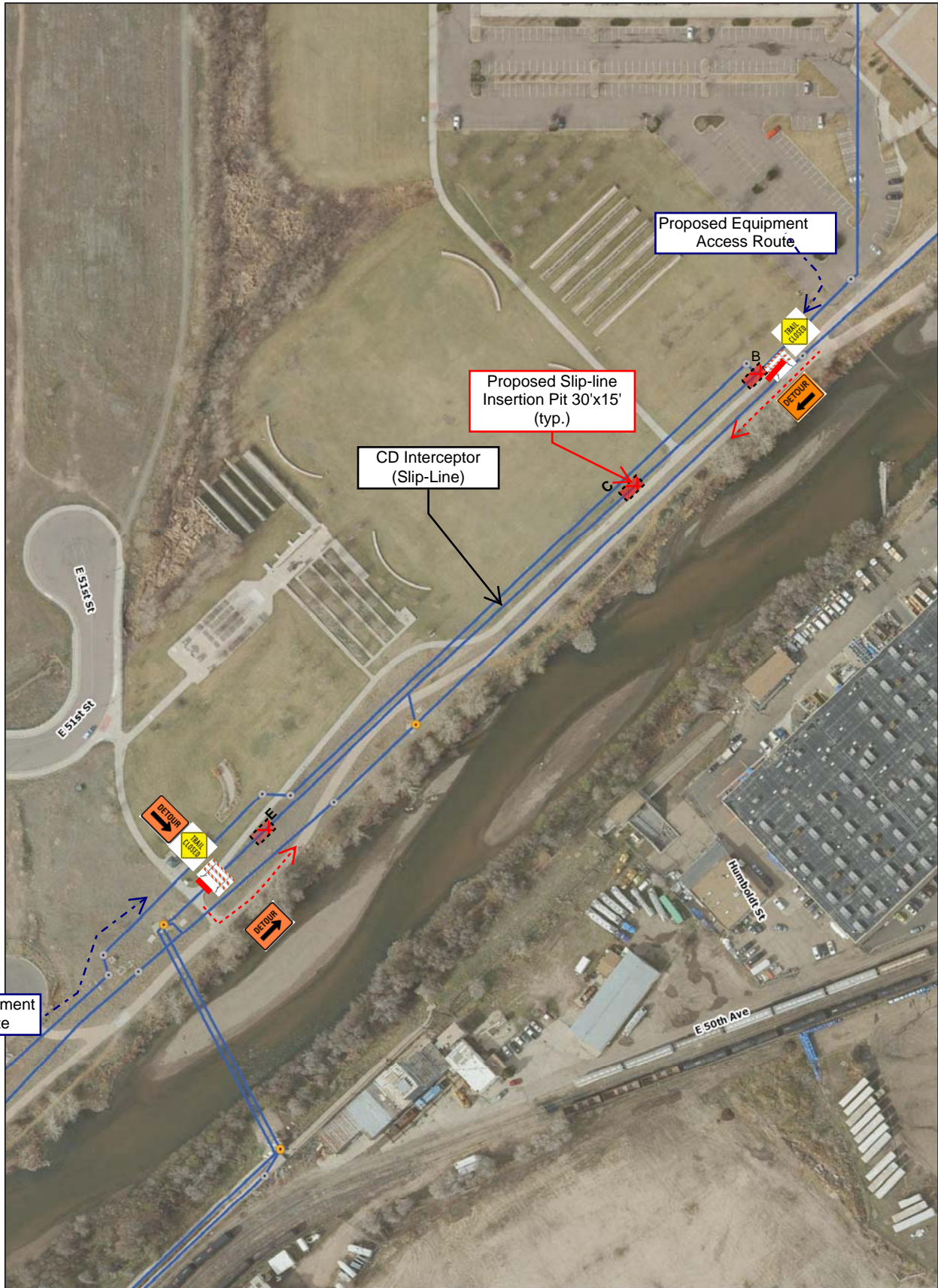


July 27, 2018

- |                          |                               |
|--------------------------|-------------------------------|
| SP Connection Structures | ● Cleanout                    |
| ● Manhole                | — Segments                    |
| ● Lift Station           | — Potable Water Line          |
| ● Diversion Structure    | — Street Labels (For Locates) |
| ● Metering Facility      | — Streets                     |
| ● Test Station           | — Major Highway Labels        |

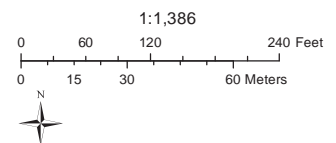






July 27, 2018

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|----------------------------|-------------------------------|
| ● SP Connection Structures | ● Cleanout                    |
| ● Manhole                  | — Segments                    |
| ● Lift Station             | — Potable Water Line          |
| ● Diversion Structure      | — Street Labels (For Locates) |
| ● Metering Facility        | — Streets                     |
| ● Test Station             | — Major Highway Labels        |





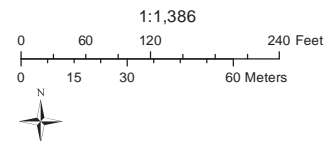


Flaggers will be used when access across the trail is needed

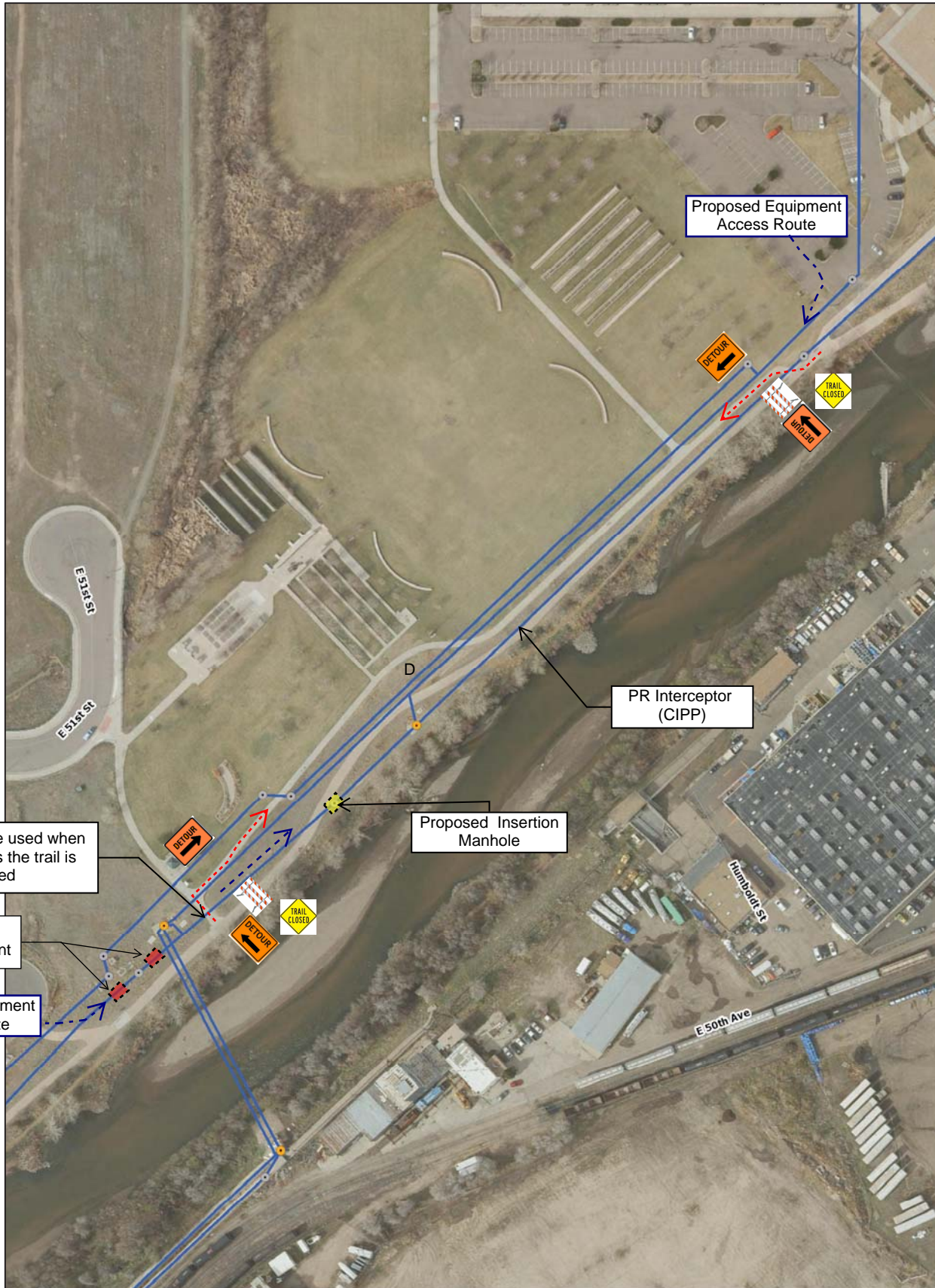
Proposed Equipment Access Route

July 27, 2018

- SP Connection Structures
- Manhole
- Lift Station
- Diversion Structure
- Metering Facility
- Test Station
- Cleanout
- Segments
- Potable Water Line
- Street Labels (For Locates)
- Streets
- Major Highway Labels







Flaggers will be used when access across the trail is needed

Structure Abandonment

Proposed Equipment Access Route

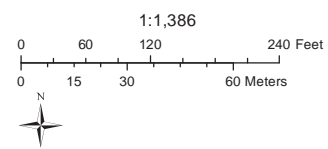
Proposed Insertion Manhole

PR Interceptor (CIPP)

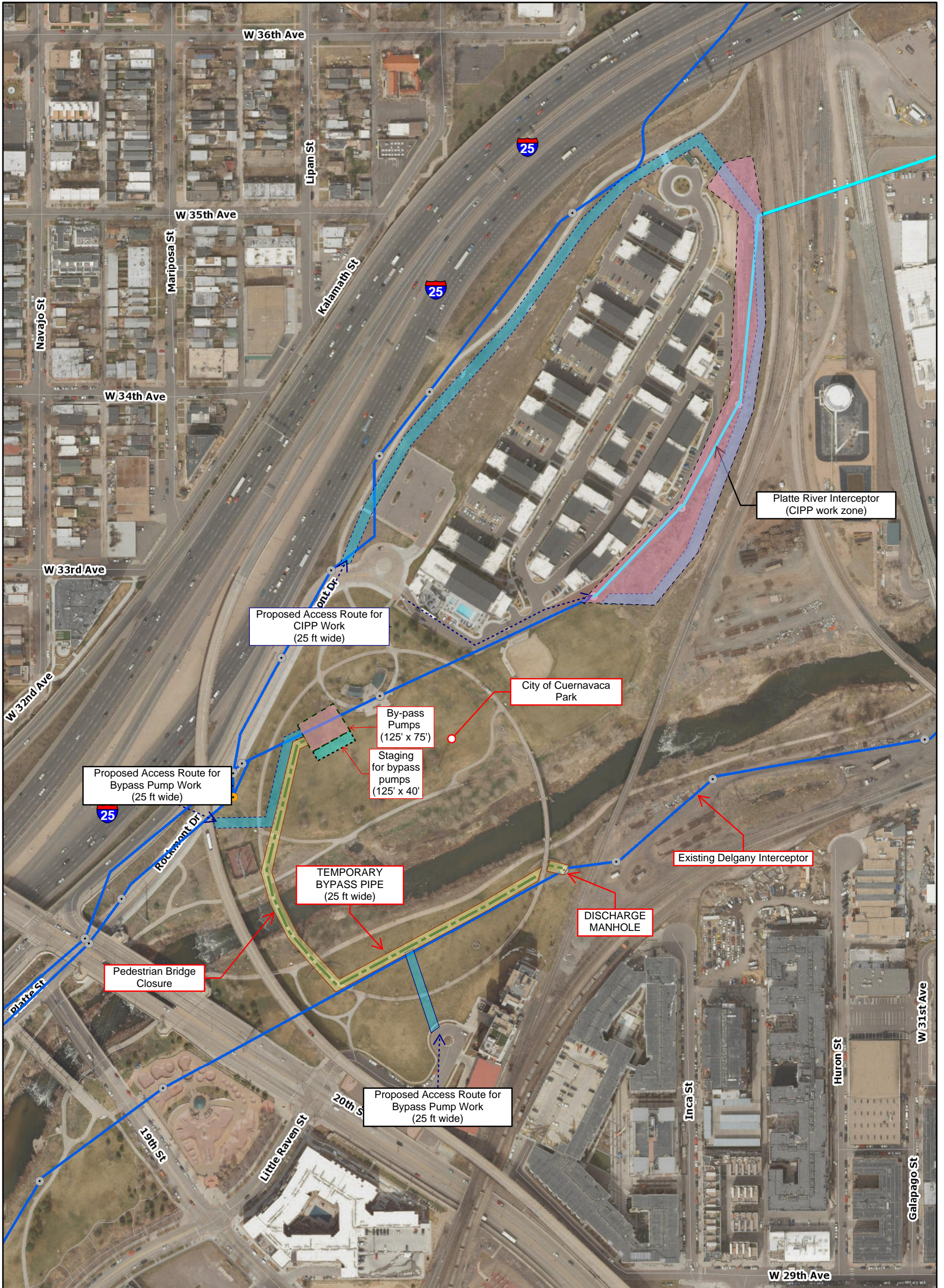
Proposed Equipment Access Route

July 27, 2018

- SP Connection Structures
- Manhole
- Lift Station
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- Cleanout
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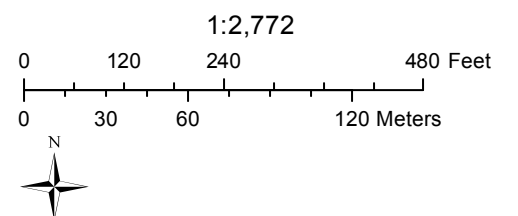




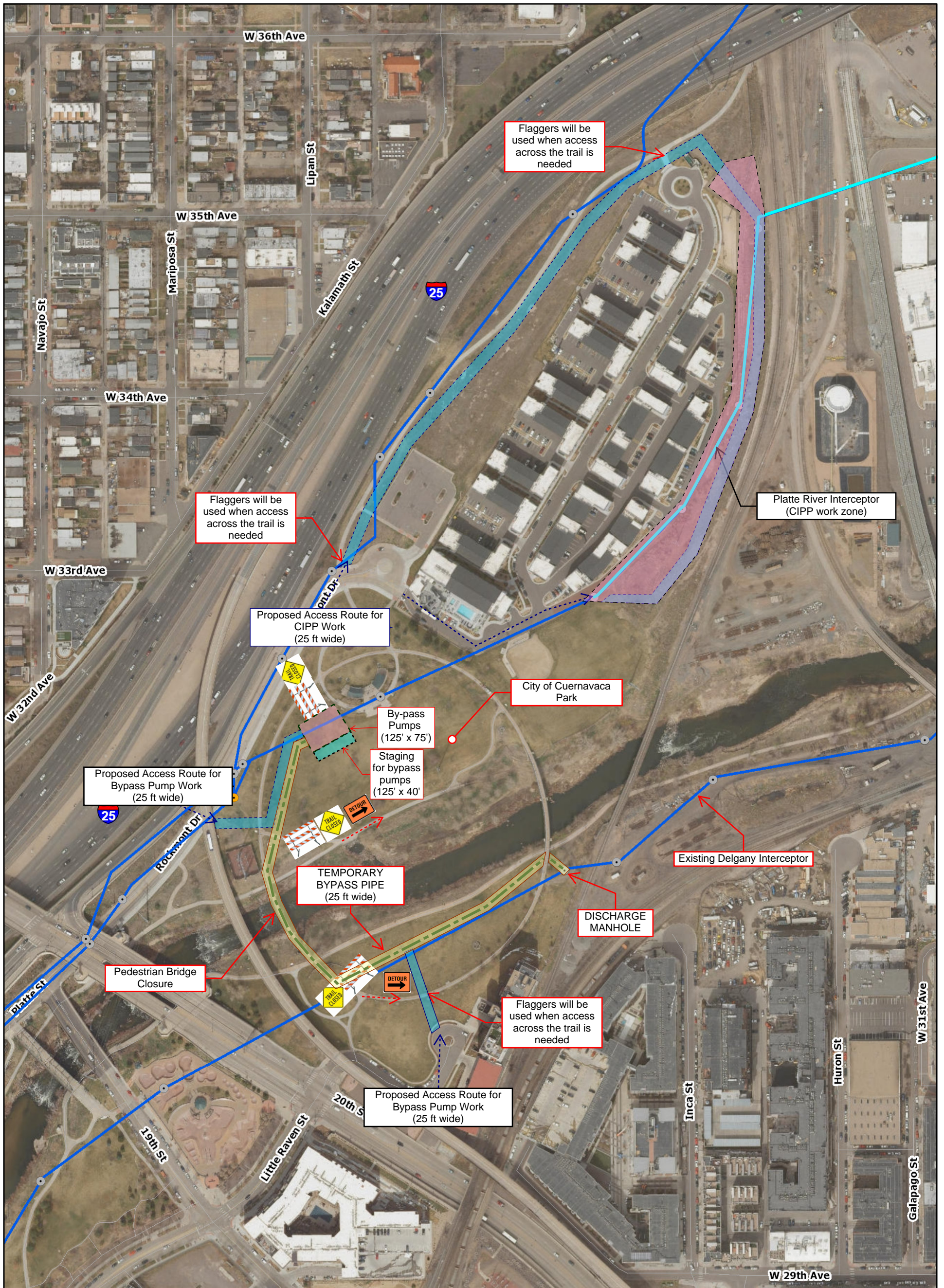


August 10, 2018

- Manhole
- Lift Station
- Diversion Structure
- Metering Facility
- Test Station
- Cleanout
- Segments
- Street Labels (For Locates)
- Streets
- Major Highway Labels

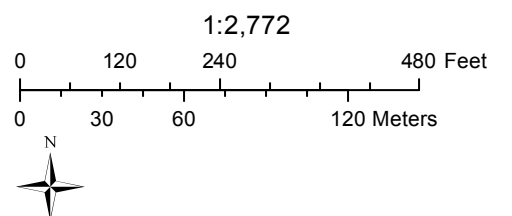






August 10, 2018

- Manhole
- Lift Station
- Diversion Structure
- Metering Facility
- Test Station
- Cleanout
- Segments
- Street Labels (For Locates)
- Streets
- Major Highway Labels





## Lower Lakewood Gulch Park



PLATTE RIVER  
INTERCEPTOR TO BE  
REHABILITATED  
(Slip-lining)

Proposed Access Route  
(25 ft wide)

Lower Lakewood Gulch  
Park

Construction Work  
Zone  
(100 ft wide)

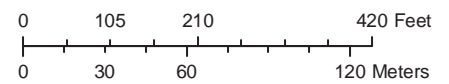
Proposed Access Route  
(25 ft wide)

Flaggers will be used when  
access across the trail is needed

Access shall be coordinated with  
Denver to determine ingress and  
egress routes causing the least  
practical damage and  
inconvenience to the Park and  
Public.

July 3, 2018

1:2,772



- Manhole
- Lift Station
- Diversion Structure
- Metering Facility
- Interceptor to be Rehabilitated
- Segments