

**CITY AND COUNTY OF DENVER  
ACCESS & USE PERMIT AGREEMENT**

This **ACCESS & 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 **AP MOUNTAIN STATES, LLC, dba ADOLFSON & PETERSON CONSTRUCTION**, a Colorado corporation with an address of 797 Ventura Street, Aurora, Colorado 80011 (“Permittee”).

**RECITALS**

- A. Permittee is providing construction management and other services for the demolition and renovation of an existing historic office building, construction of a below-grade parking structure, erection of a five-story mixed-use office building, and improvement of pedestrian access to Shoemaker Plaza (the “Project”), all located at approximately 2300 15<sup>th</sup> Street, Denver, Colorado 80202.
- B. The Project is planned to occur directly adjacent to Shoemaker Plaza (the “Plaza”), which is managed and operated by the City’s Department of Parks and Recreation (“DPR”), in accordance with City Charter § 2.4.4.
- C. Permittee is requesting temporary access to the Plaza for itself and other contractors, subcontractor and consultant performing the work of the Project and other limited, related uses, which will result in an encroachment on the City Property, as provided in paragraph 1 of the Agreement below and in **Exhibit A** with regard to the demolition phase, and **Exhibit B** with regard to the construction phase, both attached hereto and incorporated by reference; and limited pedestrian access and use during the Project.
- D. The area within the Plaza to be used for the Project including a demolition phase, construction phase, and pedestrian protection during both phases, is the yellow highlighted locations depicted in **Exhibit A** and **Exhibit B** (referred to herein as the “City Property”).
- E. By this Agreement, the City authorizes the temporary access and use of the City Property for both phases of the Project and the temporary access and use of the area in and through the Plaza as shown on **Exhibit A** and **Exhibit B**. Other activities on other City property, if any, shall require separate authorization by the City or the appropriate City department or agency.
- F. Permittee acknowledges that the purpose and intended use of the Plaza is for pedestrian and other use for the benefit of the general public, and that closure for the benefit of a private construction project provides no benefit to the Plaza as a DPR asset. As a result, Permittee agrees to compensate DPR as set forth in this License Agreement; to execute the Work in a timely and diligent manner to avoid unreasonable delays to the Project; and to re-open the Plaza as expeditiously as is reasonable.

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

1. **PERMIT.** Permittee and its officers, directors, employees, representatives, agents, consultants, contractors and subcontractors (hereinafter referred to collectively as “Permittee”) are hereby permitted temporary access onto, and the use of, the City Property, as described in **Exhibit A** and **Exhibit B**, for the Project as described in the Recitals and herein below (the “Permit”). **Exhibit A** and **Exhibit B** is attached to this Agreement and is incorporated herein by reference. Permittee acknowledges and concedes that the exercise of this Permit by Permittee shall be in accordance with, and subject to, the terms and conditions set forth in this Agreement.
2. **COMPENSATION; COSTS.** There is no fee for the Permit. Permittee does agree to pay, and shall pay the City within thirty (30) days of the Effective Date of this Agreement, as compensation for the encroachment, inconvenience and loss of use of the City park facility the amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) in United States currency. For each day after the twenty-eight (28) month term under Section 3.d., below, Permittee agrees to pay to the City Two Hundred Dollars (\$200.00) per day. The City has no obligation to further extend this Permit or issue a new Permit beyond the agreed upon term. Permittee or such other responsible party as determined by Permittee, but not the City, shall be liable for all costs and expenses associated with the Project and the performance of this Agreement. If Permittee anticipates that its work will continue beyond the agreed upon term, then it must notify City by no later than ninety (90) days prior to the end of the term. The Parties acknowledge and agree that an extension of the term may require formal execution of an amendment to this Agreement.
3. **BASIC TERMS & CONDITIONS.**
  - a. The Permit is granted only to allow Permittee to perform the Project during the term of this Agreement and on the City Property depicted in **Exhibit A** and **Exhibit B**. The City shall have the right to control, monitor and establish procedures applicable to Permittee’s access to and use of City Property. Particular conditions and limitations upon Permittee’s access and use are provided in paragraph 4 below. The Permit does not authorize Permittee to enter upon, or make any use of, any property other than the City Property.
  - b. Nothing in this Permit creates or recognizes a property interest on the part of Permittee in or to the City Property. The Permit is not transferable and is exclusive only to the extent provided in this Agreement.
  - c. The City shall have the right, at the City’s sole discretion, to revoke or suspend the Permit under this Agreement at any time. City shall provide seven (7) days written notice to Permittee prior to any revocation or suspension. The City shall also have the right, at the City’s sole discretion, to impose and require additional terms or conditions, including charging costs or expenses incurred by the City, should Permittee fail to comply with this Agreement and the City does not elect to revoke

the Agreement. Revocation shall not result in the refunding of any portion of the Restoration Costs if the revocation is for cause.

- d. This Agreement shall start on the Effective Date of this Agreement and shall expire at the end of the twenty-eight (28) month period provided under this Agreement for Permittee's work. The 28-months allowed for Permittee's work shall commence upon the first day Permittee begins set-up for its work. Permittee shall inform DPR in advance of the first date of work. Permittee is entitled to retain this Permit for no longer than the end of the 28-month work period. No time extensions are anticipated. Unless other arrangements are agreed to by the DPR Executive Director, and an amendment or new agreement for a Permit is executed in the same manner as this Agreement and includes additional compensation, Permittee shall vacate the City Property, in accordance with this Agreement, on or before the end of the 28 month period. Failure to vacate the City Property or obtain DPR consent for another arrangement as provided in paragraph 4.e. below shall result in Permittee being liable for any actual damages directly caused by Permittee's failure to vacate the City Property as provided herein and any additional compensation.
- e. Permittee shall provide or obtain and maintain all notices, permits, licenses, or approvals required by any governmental or quasi-governmental entity prior to commencing work for the Project or related activities on City Property. Any required manifest, license or permit shall be issued in Permittee's name. Any work for the Project or related activity conducted by Permittee pursuant to the terms of this Agreement shall be deemed to be taken only on Permittee's behalf and not as agent for any other party.
- f. Upon the Agreement becoming effective, a City employee, project manager, representative or contractor ("City Rep") will be assigned to be Permittee's contact for coordination of the Project and related activities of Permittee 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. City shall provide notice to Permittee of such changes. Permittee shall take all reasonable measures to keep the City Rep informed of the progress of the Project and related activities, and any emergencies, in accordance with this Agreement and to comply with the directions and requirements of the City Rep, including any order to suspend work or to cease and desist in any unauthorized activities.
- g. Permittee shall provide prior written notice to the City Rep before accessing City Property to start the Project and identify by name, address, telephone number, and email address a representative of Permittee who will be available and responsive to the City Rep.
- h. All contractors, subcontractors, consultants, suppliers, laborers and agents retained on a contract or purchase order basis to perform some portion of the Project or to undertake any activities on or about City Property shall be regarded as being "Permittee" under this Agreement, shall be subject to the terms and conditions of this Agreement, and a designated representative of each shall be identified (by

name, address, telephone number, and email address) in a prior written notice to the City Rep, and this contact list shall be updated as needed. At no time shall Permittee, 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.

- i. Permittee shall develop and implement appropriate schedules, plans and protocols necessary for the Work and provide the City Rep with said schedules, plans and protocols for the Project to be performed. Permittee shall conduct all aspects of the Work performed on City Property in accordance with all applicable federal and state laws, regulations, and ordinances.
- j. Permittee shall be solely responsible for all compensation or restitution for injuries to persons or damage to or loss of property belonging to persons arising from, or related to, any of the Project work or other actions of Permittee. Persons shall include, without limitation, City officials, employees, appointed or elected officials, volunteers, consultants, contractors, and agents. All persons shall comply with all site safety orientation and requirements prior to being admitted on site.
- k. Permittee shall not damage, destroy or harm any improvements or any other part of City Property and shall promptly repair or replace any City Property damaged as the result of or in relation to the Project. Permittee 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, during the Work and any related activities on or about the City Property. Permittee 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.
- l. If Permittee's Work or related activities on the City Property disturbs City-owned property, regardless of whether it's DPR property, Permittee shall restore, to the reasonable satisfaction of City Rep, the adversely affected property to the same or similar condition, to DPR's satisfaction, compared to the condition prior to the commencement of the Project work under this Agreement.
- m. Written notice requirements are waived in the event of any emergency situation requiring immediate access or activities on the City Property, such as a major on-site accident, contamination exposure, utility damage, and security concerns. In the event of such an emergency, Permittee shall provide verbal notice to the City Rep as soon as feasible and then follow up with written notice to the City Rep within twenty-four hours of such emergency. Permittee shall be responsible for timely notice and cooperation with the appropriate governmental authorities, as required by law, in the event of an emergency. The City shall have the right to direct

Permittee's actions regarding the emergency response only to the extent the emergency involves us of City property under this Agreement.

- n. At the time of expiration or revocation of this Agreement, Permittee shall remove from the City Property all equipment, vehicles, temporary structures, chemicals, signs, barriers, materials, supplies, construction debris and any another debris, soil, or waste brought on site or generated by Permittee on site and from any part of City Property including all equipment, vehicles, signs and barriers brought onto any part of City Property by Permittee ("Personal Property") and shall do so in compliance with federal, state and City regulatory requirements, standards, and guidelines. Alternatively, if Permittee should fail to remove the Personal Property as provided herein, the City may perform such removal and Permittee shall promptly reimburse the City for all costs incurred by the City.
- o. This Agreement is not effective until executed by the City's Mayor and all other City officials required by City Charter to sign binding contracts and by authorized officials of Permittee.

**4. 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. Protections and safety controls required under this Agreement shall be installed prior to any Project work. Any safety or control measures are subject to changes required by the City Rep if the City Rep finds any of them to be inadequate.
- b. Permittee shall take reasonable measures to secure or limit the City Property from public access or tampering and for the protection of public health and environment during the Project and related work and as set forth in this Agreement and **Exhibit A** and **Exhibit B**. Exclusive use of the City Property can only be assured by Permittee's strict compliance with this provision. The City assumes no liability for public misconduct, theft or vandalism.
- c. Trees or other vegetation located outside or on the edge of the City Property must be appropriately and sufficiently protected by Permittee from the Project work. Protection, which may include fencing or barriers around the trees, must be approved by the City Rep and installed prior to the start of any Work on the City Property. Permittee shall be liable for the costs of replacing or restoring any protected trees or vegetation that it damages as the result of the Work.
- d. Permittee shall perform snow removal for the portions where City has required Permittee to provide pedestrian protection. Permittee at all times shall prevent impediments to access to utilities, irrigation, irrigation controllers, transformers or any utility or appurtenance or other equipment needed to operate utilities.

- e. Permittee shall coordinate and cooperate with any other City projects that may be ongoing to address and avoid conflicts between the projects. Any request by Permittee to extend the expiration date of the Permit for Permittee's continued use of all or part of the City Property must be timely submitted in writing to the City Rep to allow the City to address conflicts. If the time extensions are approved, including approval with conditions and restrictions, Permittee understands and agrees that other City projects shall have priority over the Project. Additionally, any actual and direct delay or acceleration costs incurred by other City projects due to such conflicts shall be paid for by Permittee.
- f. At the completion of the Project and prior to the end of the 28 month period, the City Property shall be restored uniformly to substantially conform to the condition that existed within the City Property prior to the initiation of the Work. Any proposed alterations or changes to City Property not in accord with the prior condition must be approved by the City Rep.
- g. Permittee accepts the property "as is," with all existing physical and environmental conditions. Permittee shall be solely liable for all costs and expenses associated with any Hazardous Materials, as defined below, that Permittee brings onto the City Property or that are exposed or otherwise requiring remedial action as a consequence of the Work. Permittee 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 4.h. shall survive the expiration or revocation of this Agreement.
- h. Permittee shall assume all liability for proper manifesting and management of all waste and, in particular, Hazardous Materials generated or uncovered by Permittee in the course of the Work or related activities. Permittee shall use best efforts to minimize the volume of Hazardous Materials associated with the Work or related activities on or about the City Property, and shall properly and lawfully handle, containerize, manage and lawfully dispose of all such Hazardous Materials and other waste. Permittee shall 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 City Property. Permittee shall remove all Hazardous Materials and other waste associated with the Work or related activities from the City Property on or before the expiration or revocation of this Agreement or any subsequent extension thereof. City shall not own or be responsible for and does not take legal title to any of the Hazardous Materials and other waste associated with the Work.

## 5. INSURANCE:

- a. General Conditions: Permittee 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 Agreement. Permittee shall 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. 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, Permittee shall 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. Permittee 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 Permittee. Permittee 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: Permittee may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Permittee certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 Permittee's breach of this Agreement or 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.
- c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Permittee and subcontractor's 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 required under this Agreement, with the exception of Professional Liability, Permittee's insurer shall waive subrogation rights against the City.
- e. Subcontractors and Subconsultants: Permittee shall confirm and document that all 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 the Permittee and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f. Workers' Compensation/Employer's Liability Insurance: Permittee 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.
- g. Commercial General Liability: Permittee shall 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.
- h. Automobile Liability: Permittee shall maintain Automobile Liability 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 Agreement.
- i. Professional Liability (Errors & Omissions): Permittee shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.
- j. Builder's Risk or Installation Floater: Permittee 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, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

## **6. DEFENSE & INDEMNIFICATION.**

- a. Permittee 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 Permittee in relation to this Agreement, and the occupancy or use of any portion of the City Property or any other 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 Permittee, 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.
  - b. Permittee’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. Permittee’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.
  - c. Permittee 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.
  - d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
  - e. This defense and indemnification obligation shall survive the expiration or revocation of this Agreement.
7. **COMPLIANCE WITH LAWS.** Permittee and all persons performing work by, through or under Permittee shall, while it is performing work under this Agreement, observe and comply with any applicable provisions of the Charter, ordinances, and rules and regulations of the City, and all Colorado and federal laws which in any manner limit, control or apply to the Work performed by Permittee.
8. **GOVERNMENTAL APPROVALS AND CHARGES.** Permittee shall obtain and maintain, at its sole cost, and comply with all permits or licenses (federal, state, or local) required for the Work to be performed under this Agreement. Permittee shall pay promptly all taxes, excises, license fees, and permit fees and charges of whatever nature applicable to the Work 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. Permittee hereby indemnifies and saves harmless the City for the extent of any and all liability for fees, charges, taxes, late charges, penalties or fines resulting from Permittee's failure to comply with this paragraph 8. This indemnification obligation shall survive the expiration or revocation of the Agreement.

**9. LIENS & OTHER ENCUMBRANCES.** Permittee shall not permit any mechanic's or materialman's liens or any other liens to be imposed upon City Property due any worker for labor performed or materials or equipment furnished by any person or legal entity to or on behalf of Permittee, 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. Permittee shall promptly pay when due all bills, debts and obligations incurred in connection with the Work and shall not permit the same to become delinquent. Permittee shall not permit any lien, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City to the City Property. Permittee hereby indemnifies and saves harmless the City for the extent of any and all liability for payments, expenses, interests, and penalties resulting from Permittee's failure to comply with this paragraph 9. This indemnification obligation shall survive the expiration or revocation of the Agreement.

**10. NOTICES.** All notices required to be given to the City or Permittee 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

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

The effective date of service of any such notice shall be the date such notice is mailed or delivered to Permittee or the City. Daily communications and coordination between the City Rep, on the one hand, and the representative of Permittee and its contractor(s), on the other hand, may be telephone or email, if so allowed under this Agreement and as agreed by these representatives.

**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 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 against third parties by law.

**12. NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of the Work under this Agreement, Permittee 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, marital status, protective hairstyle, or physical or mental disability; and Permittee further agrees to insert the foregoing provision in all approved contracts and subcontracts hereunder.

13. **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.
14. **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.
15. **NO ASSIGNMENT.** Permittee 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 City.
16. **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.
17. **AUTHORITY TO EXECUTE.** The person signing for Permittee warrants that he or she has the complete authority to sign on behalf of and bind Permittee.
18. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Permittee 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 it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]**

**Contract Control Number:** PARKS-202161091  
**Contractor Name:** Adolfson & Peterson, Inc.

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:

\_\_\_\_\_

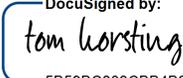
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PARKS-202161091  
Adolfson & Peterson, Inc.

By:   
5B59BC803CBB4B2...

tom horsting  
Name: \_\_\_\_\_  
(please print)  
president  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

# Description: Crane and Boom Lift Demo, Covered Walkway on Shoemaker Plaza

Impact: 6 feet of clearance between property boundary and covered walkway. 10 feet of covered walkway along Shoemaker Plaza.

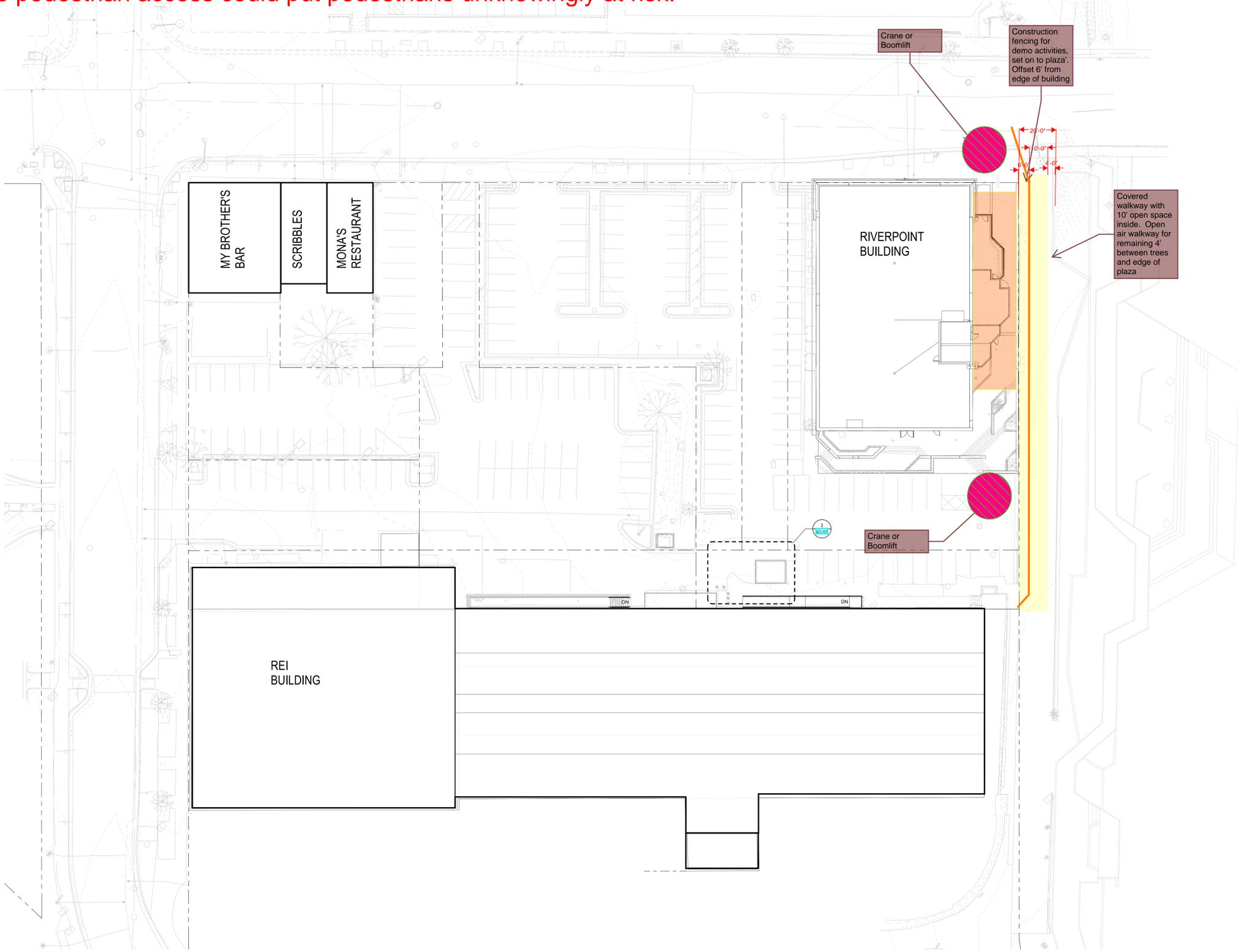
Duration: 4 weeks

Pros: Allows for pedestrian use of Shoemaker Plaza during construction. Cranes would allow for clean demo of glazing. Crane would swing glazing over site to dispose of.

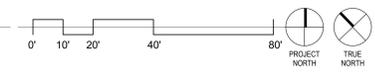
Cons: Hoisting glazing so close to pedestrian access could put pedestrians unknowingly at risk.

EXHIBIT A

DEMO



1 | EXISTING SITE PLAN  
1" = 20'-0"



3003 Larimer Street  
Denver, Colorado 80205  
phone 303.861.5704  
www.ozarch.com

NOT FOR CONSTRUCTION

RIVERPOINT  
2300 15TH STREET  
DENVER, CO, 80202

PROJ. NO. 115181.00  
DRAWN: OZ  
CHECKED: OZ  
APPROVED: OZ  
DATE: 2021.06.17

© OZ ARCHITECTURE

RIVERPOINT  
ISSUED FOR:  
100% DESIGN  
DEVELOPMENT

SHEET TITLE:  
EXISTING SITE PLAN

SCALE: 1" = 20'-0"  
SHEET NUMBER

A-010

NOT FOR CONSTRUCTION

**RIVERPOINT**  
2300 15TH STREET  
DENVER, CO, 80202

PROJ. NO. 115181.00  
DRAWN: OZ  
CHECKED: OZ  
APPROVED: OZ  
DATE: 2021.06.17

© OZ ARCHITECTURE

RIVERPOINT  
ISSUED FOR:  
100% DESIGN  
DEVELOPMENT  
SHEET TITLE:  
PROPOSED SITE PLAN  
SCALE: 1" = 20'-0"  
SHEET NUMBER  
**A-011**

Description: Scaffolding with Safety and Debris Netting on Shoemaker Plaza

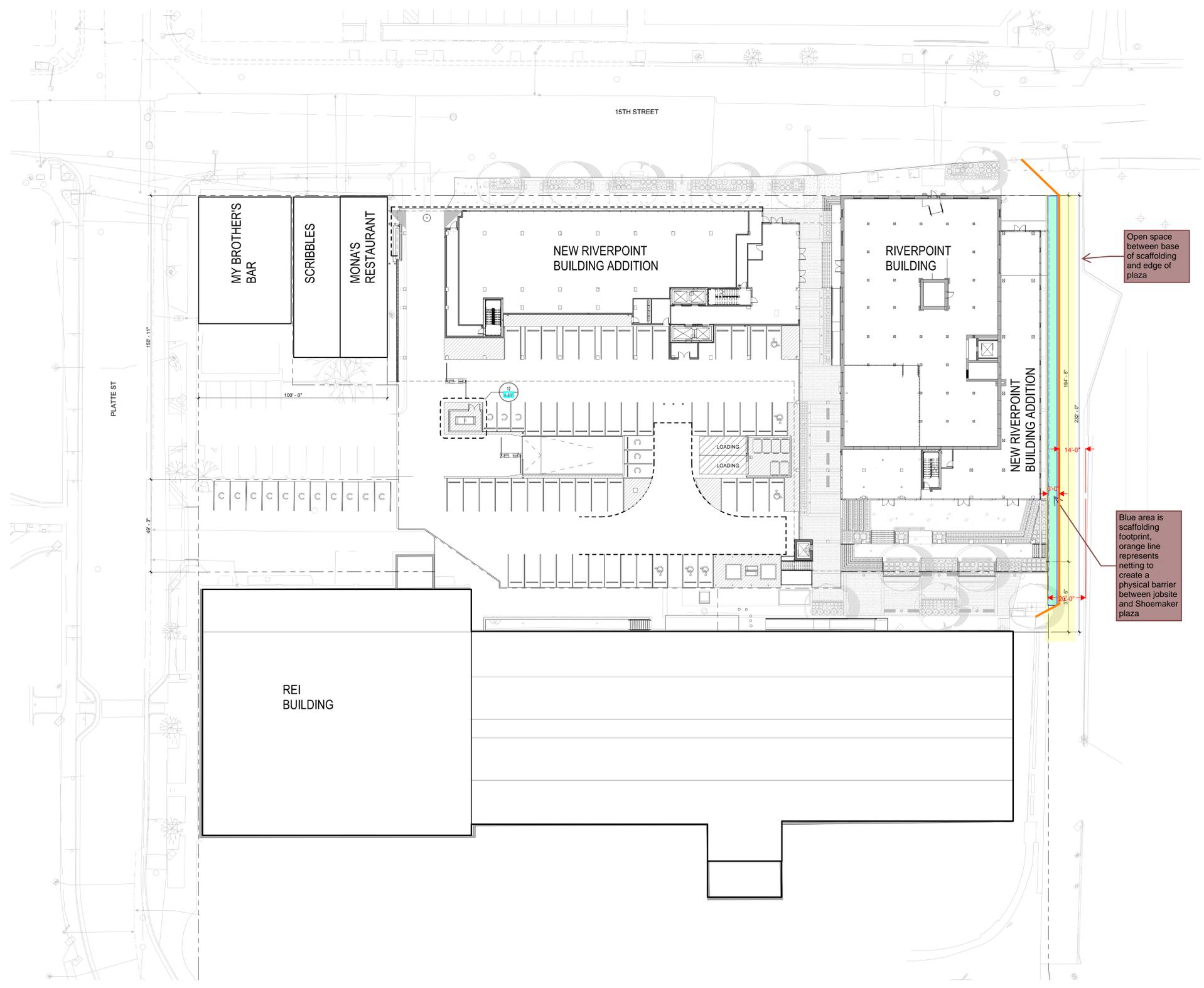
Impact: Scaffolding would extend onto Shoemaker Plaza for 6 ft.

Duration: 20 months

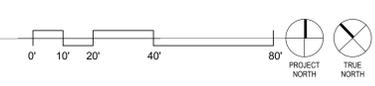
Pros: Minimizes construction impact to Shoemaker Plaza

Cons: Pedestrian traffic would be walking within 6 feet of structure as it is getting erected.

**CONSTRUCTION**



1 | PROPOSED SITE PLAN  
1" = 20'-0"



**EXHIBIT B**

