

ESCROW FUNDING AGREEMENT
(Morrison Road Safety Improvements Project)

THIS ESCROW FUNDING AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, CO 80202 (“City”) and **H.C. PECK AND ASSOCIATES, INC.**, a Colorado corporation whose address is 3900 E. Mexico Ave., Suite 530, Denver, CO 80210 (“Escrow Agent” or “Contractor”), collectively referred to as the Parties.

1. **WORK TO BE PERFORMED:** The Escrow Agent, under the general direction of, and in coordination with, the Director of the Division of Real Estate, or other designated supervisory personnel (“Director”), shall diligently perform escrow services for the **Morrison Road Safety Improvements Project** (“Project”), and produce all deliverables required for real estate acquisition including, without limitation, the purchase price for temporary easements, permanent easements, title services and owner and tenant relocations for the Project, consultant services for the Project, excepting however, the purchase price associated with the purchase of fee simple acquisitions relevant to the Project. These costs will be paid at each applicable closing. The operating of the escrow account herein funded (“Escrow Account”) shall be governed by the Scope of Work attached to this Agreement as **Exhibit A** and incorporated herein by reference, and by Section 3.A. The Escrow Agent agrees that during the term of this Agreement it shall fully coordinate all escrow services performed under this Agreement through the Director, or as otherwise directed by the City. The Escrow Agent shall submit a list of prepared checks complete with check number, description of work and back up approvals to the Director for approval to dispense relocation expenses. The Escrow Agent shall faithfully perform the services required by this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals who perform services of a similar nature to those described in this Agreement.

2. **TERM:** This Agreement will commence on **June 1, 2025**, and will expire, unless sooner terminated, on **May 31, 2028** (the “Term”).

3. **INVOICING:**

A. **Invoicing for Pass Through Payments:**

(i) **Pass Through Expenses:** For Pass Through Expenses incurred by the Project to be paid through the Escrow Agent as outlined in subsection (a)(ii) below and as set forth in **Exhibit A**, including without limitation relocation expenses, invoices from persons hired by owners and tenants as

provided for by state and federal law, and all related relocation costs (collectively, “Pass Through Expenses”), the Escrow Agent shall provide written documentation as required by the Director including without limitation the form of invoices from persons hired by owners and tenants and other appropriate documentation as requested by the Director. The Director will review and, if in conformance with this Agreement, approve all invoices prior to payment by the Escrow Agent of such Pass-Through Expenses.

(ii) In addition, Escrow Agent shall document and tabulate each invoice for Pass Through Expenses with the funds that are held in the Escrow Account so as to keep a balanced total for the Project for accounting purposes (“Escrow Account Reconciliation”). Escrow Agent shall send such Escrow Account Reconciliation to the project Director on at least a monthly basis and upon reaching a point where the funds remaining in the Escrow Account are not sufficient to pay the expenses expected in the next two months, the Director shall work with the Escrow Agent to ensure that additional funds are deposited into the Escrow Account.

(iii) Within 30 days after the termination of this Agreement and all eligible Pass-Through Expenses are paid, the Escrow Agent shall return any remaining Escrow Account funds to the City, per the Director’s instructions.

B. Maximum Contract Liability: Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment and expenses incurred by the Escrow Agent under the terms of this Agreement for any amount in excess of **TWO MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$2,450,000.00)**. The Escrow Agent acknowledges that the City is not obligated to execute any other Agreement or an amendment to this Agreement for any further funding. The Parties agree that the City’s payment obligation, whether direct or contingent, shall extend only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (ii) this Agreement is not intended to create a multiple- fiscal year direct or indirect debt or financial obligation of the City.

4. STATUS OF CONTRACTOR: The Parties agree that the status of the Escrow Agent shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1E(x) of the Charter of the City. It is not intended, nor shall it be construed, that the Escrow Agent or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose

whatsoever.

5. TERMINATION:

A. The City has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice to the Escrow Agent. However, nothing herein shall be construed as giving the Escrow Agent the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director.

B. The Escrow Agent has the right to terminate this Agreement with cause by giving not less than thirty (30) days' written notice to the City.

C. The City may, immediately upon written notice to the Escrow Agent, terminate this Agreement in the event the Escrow Agent or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, or enter a plea of guilty or otherwise admit culpability, of or to any criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Escrow Agent's business.

D. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City that the Escrow Agent is using by whatever method the City deems expedient. The Escrow Agent shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for or provided by the City; and these documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE". The City shall use any and all such incomplete documents or incomplete data at its own risk.

E. Upon termination of this Agreement by the City, the Escrow Agent shall not have any claim against the City by reason of such termination or by reason of any act incidental to termination, except for compensation for work satisfactorily performed as described in this Agreement.

6. EXAMINATION OF RECORDS & AUDITS: 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 Escrow Agent's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Escrow Agent 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 Escrow Agent to make disclosures in violation of state or federal privacy laws. Escrow Agent shall at all times comply with D.R.M.C. 20-276.

7. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by a Party constitute or be construed to be a waiver by that party of any breach of covenant or default which may then exist on the part of the other Party. A Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

8. **INSURANCE:** General Conditions: Escrow Agent 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. Escrow Agent 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, Escrow Agent 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. Escrow Agent 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 the Escrow Agent. The Escrow Agent 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.

A. Proof of Insurance: Escrow Agent may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Escrow Agent certifies that the certificate of insurance attached as **Exhibit B**, 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 Escrow Agent'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.

B. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Escrow Agent and sub Escrow Agent's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

C. Waiver of Subrogation: For all coverages required under this Agreement with the exception of Professional Liability, Escrow Agent's insurer shall waive subrogation rights against the City.

D. Subcontractors and Subconsultants: Escrow Agent 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 Escrow Agent and appropriate to their respective primary business risks considering the nature and scope of services provided.

E. Workers' Compensation and Employer's Liability Insurance: Escrow Agent 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.

F. Commercial General Liability: Escrow Agent 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.

G. Automobile Liability: Escrow Agent 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.

9. INDEMNIFICATION:

A. Escrow Agent hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Escrow Agent or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Escrow Agent’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. Escrow Agent’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. Escrow Agent 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 the Escrow Agent under the terms of this indemnification obligation. The Escrow Agent 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 termination of this Agreement.

F. For matters concerning only the Pass-Through Payments, Escrow Agent shall defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees

for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property resulting from the Pass-Through Payments in which the Escrow Agent is negligent.

10. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties 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 Immunity Act, C.R.S. § 24-10-101, *et seq.*

11. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Escrow Agent shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against City property, including but not limited to land, facilities, improvements or equipment.

12. ASSIGNMENT AND SUBCONTRACTING:

A. The Escrow Agent agrees that it will not assign or transfer any of its rights or obligations under this Agreement without first obtaining the written consent of the Director. A transfer will include a merger, consolidation, liquidation or change of ownership by which fifty percent (50%) or more of the outstanding voting stock is transferred. Any attempt by the Escrow Agent to assign or transfer its rights or obligations without the prior written consent of the Director shall, at the option of the Director, terminate this Agreement and all rights of the Escrow Agent. Consent to the assignment or transfer may be granted or denied at the sole and absolute discretion of the Director. If the City consents to an assignment or transfer, then any assignment or transfer will not become effective until the assignee unequivocally in a signed document satisfactory to the Director (1) assumes the obligations under this Agreement; and (2) agrees to be bound by all of the terms, covenants and conditions of this Agreement. Any consent of the City pursuant to this provision must be executed with the same formality as this Agreement. The rights and obligations of the Parties under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted under this Agreement and will not release the Escrow Agent from any of its obligations under this Agreement unless otherwise expressly agreed in writing by the City.

B. The Escrow Agent agrees that it will not subcontract any of its obligations under this Agreement without first obtaining the written consent of the Director, which consent may be withheld in the absolute discretion of the City. If the City consents to the subcontract, such action shall not be construed to create any contractual relationship between the City and the Escrow Agent's subcontractor.

The Escrow Agent shall remain fully responsible to the City according to the terms of this Agreement.

13. **INUREMENT**: The rights and obligations of the Parties to this Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.

14. **NO THIRD PARTY BENEFICIARY**: The Parties agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action to any third person. The Parties intend that any person other than the City or the Escrow Agent receiving services or benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Escrow Agent has no authority to bind the City on any contractual matters. Final approval of all contractual matters that obligate the City must be by the City, as required by Charter and ordinance.

16. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: This Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. This Agreement and any amendments to it shall be binding upon the Parties and their successors and assigns.

17. **SEVERABILITY**: The Parties agree that if any provision of this Agreement or any portion thereof, except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of the Parties can be fulfilled

18. **CONFLICT OF INTEREST**: The Parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement; and the Escrow Agent further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq.* or the Charter §§

1.2.8, 1.2.9, and 1.2.12. The Escrow Agent agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Escrow Agent represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Escrow Agent by placing the Escrow Agent's own interests, or the interests of any party with whom the Escrow Agent has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Escrow Agent written notice which describes the conflict. The Escrow Agent shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

19. NOTICES: Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, to the Parties at the following addresses:

City: Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

Escrow Agent: H.C. Peck and Associates, Inc.
3900 E. Mexico Ave., Suite 530
Denver, Colorado 80210

The addresses may be changed by the Parties by written notice.

20. DISPUTES: All disputes between the City and Escrow Agent regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Director.

21. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated

pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

22. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Escrow Agent may not refuse to hire, discharge, promote, demote, or 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, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Escrow Agent shall insert the foregoing provision in all subcontracts.

23. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: The Escrow Agent shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision can result in the City terminating this Agreement or barring the Escrow Agent from City facilities or from participating in City operations.

24. **STATUTES, REGULATIONS, AND OTHER AUTHORITY**: Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.

25. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS**: The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

26. **PROHIBITED TERMS**: Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab*

initio. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

27. DEBARMENT AND SUSPENSION: The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

28. LEGAL AUTHORITY: Escrow Agent represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Escrow Agent represents and warrants that he has been fully authorized by Escrow Agent to execute this Agreement on behalf of Escrow Agent and to validly and legally bind Escrow Agent to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Escrow Agent or the person signing the Agreement to enter into this Agreement.

29. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions were prepared by a particular Party.

30. ORDER OF PRECEDENCE: . In the event of any conflicts between the language of this Agreement and the Scope of Work, the language of the Agreement shall control.

31. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon

completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services (collectively, “Contractor Materials”), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

32. SURVIVAL OF CERTAIN PROVISIONS: The Parties agree that all terms and conditions of this Agreement, together with any exhibits and attachments, which by reasonable application contemplate continued performance or compliance beyond the termination of this Agreement, by expiration of the term or otherwise, shall survive termination and shall continue to be enforceable. Without limiting the generality of this provision, the Escrow Agent’s obligations to provide insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

33. DATA PROTECTION: The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder. The Contractor shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices,

encryption, intrusion detection, and audits.

34. **COMPLIANCE WITH ALL LAWS:** All of the services performed under this Agreement by the Escrow Agent shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado and with the charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver, as amended.

35. **ADVERTISING AND PUBLIC DISCLOSURE:** The Escrow Agent shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Director, City Council or the Auditor.

36. **CITY EXECUTION OF AGREEMENT:** This Agreement shall not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

37. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

38. **TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

39. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

40. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Escrow Agent 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.

41. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the

Escrow Agent's provision of services hereunder, the Escrow Agent shall 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, the Escrow Agent expressly acknowledges that the Escrow Agent is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Escrow Agent, 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.

42. ATTACHED EXHIBITS INCORPORATED: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance.

[SIGNATURES ON FOLLOWING PAGES]

Contract Control Number:

FINAN-202581078-00

Contractor Name:

HC PECK & ASSOCIATES 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

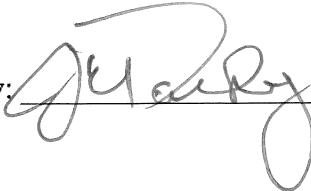
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Contractor Name:

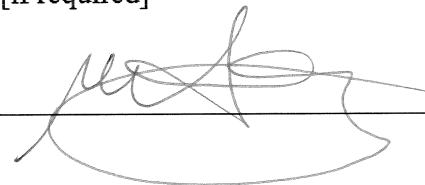
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HC PECK & ASSOCIATES INC

By: _____

Name: J E PARKER, JR.
(please print)

Title: E.V.P.
(please print)

ATTEST: [if required]

By: _____

Name: Michelle Anthony
(please print)

Title: Assistant Secretary
(please print)

H.C. Peck & Associates, Inc.

EXHIBIT A

CITY AND COUNTY OF DENVER **MORRISON ROAD SAFETY IMPROVEMENTS PROJECT**

SCOPE OF SERVICES

For the MORRISON ROAD SAFETY IMPROVEMENTS PROJECT, H.C. Peck & Associates is working directly with the Real Estate Division for the City and County of Denver. The scope for that project includes, but is not limited to, all project management, negotiations on behalf of the City and County of Denver, preparation of title commitments and title policies, valuation waivers and narrative appraisals per the CDOT Manual (cost + 5%), attending project meetings, creating/maintaining schedule information of all land activities to show progress of each parcel and to estimate segment completion against established milestone schedules, preparing/sending/distributing NOIs, offer letters, final offer letters, conveyance documents and any additional correspondence with property owners, processing Agreements/Order and processing funds, QA/QC file closeout.

Additionally, the below services are included but not limited to the scope of work related to the Escrow Agreement:

1. Obtain tax prorations and partial releases and/or subordination agreements from lenders.
2. Manage the escrow agreement.
3. Perform pass-through payments/reimbursement as needed from persons hired by the City, property owners and tenants.
4. Perform relocation services within the guidelines of the Uniform Relocation Act.
5. Perform closing services for all transactions which includes payment to sellers.

The cost for performing the services specified in the Escrow Agreement will be determined based on the rates established in the Real Estate On-Call contract, including any subsequent amendments.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2025

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: PC Select House PHONE (A/C, No, Ext): E-MAIL ADDRESS: selectcertificate@holmesmurphy.com FAX (A/C, No):	
INSURED H.C. Peck & Associates, Inc P.O. Box 100095 Denver, CO 80205	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B : Twin City Fire Insurance Co	29459
	INSURER C : Hartford Casualty Insurance Company	29424
	INSURER D : Evanston Insurance Company	35378
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 1523249808**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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			91UUNAZ1R8L	1/25/2025	1/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			91UENBH9SA1	1/25/2025	1/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			91RHUBA5ETP	1/25/2025	1/25/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	91WEKA5069	1/25/2025	1/25/2026	<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	Professional Liability			MKL4V4EO002553	8/8/2025	8/8/2026	Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Morrison Road Escrow Agreement

The following are Additional Insureds as respects General Liability and Excess Liability only if required by written contract and coverage applies only as respects ongoing operations performed by the Insured for the Additional Insureds. All coverage terms, conditions and exclusions of the policy apply. Additional insured is included on automobile liability if required by written contract according to terms and conditions of the policy. Additional Insureds: City and County of Denver, its elected and appointed officials, employees and volunteers. The General Liability coverage is Primary and Non-Contributory per the policy terms & conditions only if required by written contract. The Workers' Compensation, Business Automobile and General Liability policies include a Waiver of Subrogation in favor of the Additional Insureds only if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City and County of Denver; Division of Real Estate
201 W Colfax ave, Dept 1010
Denver CO 80202-0000

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

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