

## **ACCESS AGREEMENT**

**THIS ACCESS AGREEMENT** (“Agreement”) is made between **EMBREY BUILDERS, LLC**, a Texas limited liability company (“Embrey”), with an address of 7600 Broadway, Suite 300, San Antonio, Texas 78209, and **THE CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, and its officers, directors, employees, representatives, agents, consultants, and contractors (hereinafter referred to collectively as the “City”), to permit access to City-owned property located in Denver, Colorado, the addresses or locations of which are indicated on **Exhibit A**. Embrey and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### **RECITALS:**

**WHEREAS**, the City owns real property (the “Property”) consisting of various sites on which certain groundwater monitoring wells (the “Wells”) are located, in each case, as more particularly described on **Exhibit A**.

**WHEREAS**, Embrey’s affiliated entity, Embrey Partners, LLC, a Texas limited liability company (“Embrey Partners”), was previously under contract to purchase the real property and improvements located at 650 West Colfax Avenue in the City of Denver, Denver County, Colorado (the “Embrey Property”), and in connection therewith, the City and Embrey Partners entered into an Access Agreement dated on or about June 22, 2021 (“Prior Access Agreement”) to permit Embrey to enter upon the Property to monitor the Wells as required by the Colorado Department of Public Health & Environment (“CDPHE”).

**WHEREAS**, by Special Warranty Deed recorded on December 17, 2021 in the real estate records of the City and County of Denver, the Embrey Property was acquired by Fox and Colfax Den, LLC (“Fox and Colfax”), which is another affiliated entity of Embrey, and in connection therewith Fox and Colfax accepted an assignment of the Prior Access Agreement pursuant to that certain Assignment of Access Agreement dated December 16, 2021.

**WHEREAS**, Embrey is the general contractor responsible for the construction and development of the Embrey Property into a proposed multi-family residential project that will include 370 rental units, a leasing office, parking areas, landscaping and adjoining access road, utilities, and other related improvements and amenities (collectively, the “Improvements”).

**WHEREAS**, in connection with the development of the Embrey Property and the construction of Improvements thereon, Embrey has requested permission to enter the Property to access the Wells to perform ongoing groundwater monitoring activities as required by CDPHE (the “Work”).

**WHEREAS**, the Prior Access Agreement between Embrey Partners and the City expired and terminated by its terms on December 31, 2023.

**WHEREAS**, under the terms and conditions set forth in this Agreement, the City is willing to provide Embrey with access to the Property to conduct ongoing Work with respect to the Wells.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

## AGREEMENT

1. **GRANT OF ACCESS:** The City hereby grants to Embrey and its employees, agents, representatives, consultants and contractors (collectively the “Embrey Parties”) non-exclusive access to the Property to perform the Work on the terms and conditions set forth herein. This Agreement does not authorize the Embrey Parties to enter upon, or make any use of, any property other than the Property or to conduct any activities other than the Work. The Work shall be performed at times and locations acceptable to the City, the details of which shall be provided in advance to the City in accordance with Section 4 herein. Embrey shall obey all written rules and regulations concerning the Property made known to it prior to its entry onto the Property, as well as reasonable oral instructions related to safety as such are made known to it during its presence on the Property.

2. **CITY RETAINED RIGHTS:** The City retains the right to use, occupy, enjoy, grant other interests, and in all other ways govern and control the Property and any adjacent City-owned property so long as such activity does not substantially impair the Embrey Parties’ ability to conduct the Work as granted herein. The City retains the right to control, monitor, and establish procedures applicable to, and consistent with, the Embrey Parties’ use of the Property as permitted herein, including the right to observe the Embrey Parties’ activities in the Property.

3. **TERM:** Embrey will be permitted access to the Property from the date of execution of this Agreement until **December 31, 2028**.

4. **NOTICE OF ENTRY:** Embrey shall provide notice by electronic mail to the City representative listed in Section 14 at least three (3) business days in advance of the Embrey Parties’ intent to enter the Property to make arrangements for a mutually agreeable time for the Embrey Parties to perform the Work on the Property.

5. **DATA ACCESS:** Embrey agrees to supply the City with a copy of all field data and final analytical results obtained from its use of the Property as soon as such information is verified and available to Embrey. Embrey shall provide any such information as a convenience to the City and without warranty or representation as to the completeness or accuracy of such information.

6. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at the City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Embrey’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Embrey 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 this 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 audit pursuant

to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

**7. PERSONAL PROPERTY:** All tools, equipment, and other property taken upon or placed upon the Property by the Embrey Parties shall remain the property of the applicable Embrey Party and shall be stored in locations authorized by the City when not in use and must be removed at no expense to the City on or before the expiration of this Agreement, unless authorization to leave materials on-site is otherwise agreed upon between the City and Embrey. If the Embrey Parties fail to remove or properly store such tools or equipment within forty-eight (48) hours following receipt of notice from the City, the City may remove such tools or equipment from the Property and Embrey shall reimburse the City for the cost of removal and storage upon presentation of an invoice for such costs.

**8. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to this Agreement, the City is relying upon and has not waived the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (the “Act”).

**9. DEFENSE AND INDEMNIFICATION:**

(a) Embrey 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 the 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 Embrey or its subconsultants or 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) Embrey’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 the claimant has filed suit on the Claim. Embrey’s duty to defend and indemnify City shall arise even if City is the only party sued by the claimant and/or the claimant alleges that City’s negligence or willful misconduct was the sole cause of the claimant’s damages.

(c) Subject to the terms, conditions, provisions and limitations of Section 9(a), Embrey shall defend any and all Claims that may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of 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 will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of Embrey under the terms of this indemnification obligation. Embrey is responsible to 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.

# **10. INSURANCE:**

(a) **General Conditions:** Embrey 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. Embrey shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance must 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 must contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies is canceled or non-renewed before the expiration date thereof. This written notice shall be sent to the parties identified in the Notices section of this Agreement and must reference the City contract number listed on the signature page of this Agreement. These notices must be sent thirty (30) days prior to cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, as described in the foregoing sentence, Embrey shall provide written notice of cancellation, non-renewal and any reduction in coverage to the persons 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. If any policy is in excess of a deductible or self-insured retention, Embrey shall notify the City. Embrey is 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 Embrey. Embrey 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:** Embrey shall provide a copy of this Agreement to its insurance agent or broker. Embrey may not commence any Work relating to this Agreement prior to placement of coverages required under this Agreement. Embrey certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on such 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 Embrey’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 and Auto Liability, Embrey, subconsultants, and subcontractors’ insurers shall include a specific additional insured endorsement form naming the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insureds.

(d) **Waiver of Subrogation:** For all coverages required under this Agreement, Embrey’s insurer shall waive subrogation rights against the City.

(e) **Subcontractors and Subconsultants:** Embrey 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 Embrey and appropriate to their respective primary business risks considering the nature and scope of services provided.

(f) **Workers' Compensation/Employer's Liability Insurance:** Embrey 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. Embrey expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Embrey'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 Embrey executes this Agreement.

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

(h) **Business Automobile Liability:** Embrey shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(i) **Property Insurance:** Embrey shall provide 100% replacement cost for Embrey's personal property. Embrey understands and acknowledges that the City does not provide any insurance coverage for any property of Embrey, its agents, employees or assignees located on the Property and Embrey acknowledges and agrees that Embrey, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Embrey, its agents, employees or assignees on the Property.

(j) **Additional Provisions:**

i. For Commercial General Liability, the policy 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, separation of insureds provision (no insured vs. insured exclusion); and
- d. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

ii. For claims-made coverage:

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

b. Embrey shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits.

iii. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Embrey will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. **RESTORATION:** If the Work or related activities on or about the Property disturbs in any way the condition of the Property or any adjacent property or personal property of the City or third parties located on the Property, Embrey shall, upon completion of the Work or related activities, restore the Property to a condition similar to that which existed prior to the commencement of the Work or related activities by Embrey under this Agreement and replace or repair any personal property damaged. The condition of the Property shall be substantially the same as that of the surrounding, undisturbed portions of the Property, including by way of example and not limitation, the repair and replacement of pavement in a good and workmanlike manner using substantially identical pavement types and application. Embrey shall not be permitted to install any wells on or about the Property.

12. **UTILITIES:** Embrey 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 the Property. Embrey shall arrange for the timely and complete location of all utilities in accordance with law, and shall take reasonable precautions to avoid damage to, or injury from, such utilities. The City will provide, upon request, any drawings or other documents it may have regarding the existence of such utilities in Embrey's work areas, but shall provide any such documentation as a convenience to Embrey and without warranty or representation as to the completeness or accuracy of such documentation.

13. **REVOCATION:** The City shall have the right to revoke or suspend this authorization for access immediately in the event of any breach of this Agreement by Embrey that is not cured within forty-eight (48) hours of receiving notice from the City of such breach.

14. **NOTICES AND COMMUNICATIONS:** All notices required to be provided and all communications in connection with this Agreement shall be directed to:

*For Embrey:* Embrey Builders, LLC  
7600 Broadway, Suite 300  
San Antonio, Texas 78209  
Attn: Helena Finley  
Telephone: (210) 824-6044  
Email: [helena.finley@embrey.com](mailto:helena.finley@embrey.com)

*With a  
copy to:* Golden Steves & Gordon LLP  
200 E. Basse Rd., Suite 200  
San Antonio, Texas 78209  
Attn: Lane Golden  
Telephone: (210) 745-3702  
Email: lgolden@goldensteves.com

*And:* Baseline Engineering Corporation  
112 N. Rubey Drive, Suite 210  
Golden, CO 80403.  
Attn: Vincent E. Barlock, P.G,  
Telephone: (303) 941-0555  
Email: vincent.barlock@baselinecorp.com

*For the City:* Zachery Clayton  
Department of Public Health and Environment  
City and County of Denver  
101 W. Colfax Ave., Suite 800  
Denver, Colorado 80202  
Telephone No. 720-865-5431  
Email Address: zachery.clayton@denvergov.org  
  
Andrew Ross  
Department of Public Health and Environment  
City and County of Denver  
101 W. Colfax Ave., Suite 800  
Denver, Colorado 80202  
Telephone No. 720-865-5458  
Email Address: Andrew.ross@denvergov.org

Unless stated otherwise in this Agreement, all notices required to be given to Embrey or the City pursuant to this Agreement shall be in writing and provided (i) by personal delivery or (ii) sent by certified mail, return receipt requested, or (iii) by electronic mail followed by one of the foregoing methods of delivery. Either Party 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 first mailed, e-mailed, or delivered to Embrey or the City. Daily communications and coordination between Embrey and the City may be by telephone or electronic mail.

**15. NO PROPERTY INTEREST:** Nothing in this Agreement creates or recognizes a property interest on the part of Embrey in or to the Property.

**16. COMPLIANCE WITH ALL LAWS, INCLUDING DENVER WAGE LAWS:**

(a) At all times during performance of its rights and obligations under this Agreement, Embrey shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado; with the Charter of the City and County of Denver; and with all ordinances, rules, regulations and Executive Orders of the City and County of Denver.

(b) Without limitation of the provisions in the preceding paragraph, and to the extent applicable to Embrey's performance of the Work under this Agreement or any amendment hereto, Embrey 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 or any amendment hereto, Embrey expressly acknowledges that Embrey is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Embrey, or any other individual or entity acting subject to this Agreement or any amendment hereto, to strictly comply with the foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein.

**17. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter of the City and County of Denver, the Revised Municipal Code of the City and County of Denver, and all ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**18. DISPUTES:** All disputes between the City and Embrey arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director of the Department of Public Health & Environment.

**19. 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 therefor) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the Charter of the City and County of Denver or any 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 this 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 into 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.



**20. NO ASSIGNMENT:** Neither Party shall 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.

**21. LEGAL AUTHORITY:** Embrey 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 Embrey represents and warrants that such person has been fully authorized by Embrey to execute this Agreement on behalf of Embrey and to validly and legally bind Embrey 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 Embrey or the person signing this Agreement to enter into this Agreement.

**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of rights and obligations under this Agreement, Embrey may not refuse to hire, discharge, promote or 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, military status, sexual orientation, gender identity or gender expression, marital status, source of income, protective hairstyle, or physical or mental disability. Embrey shall insert the foregoing provision in all subcontracts.

**23. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

**24. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.

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

**26. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Parties each consent to the use of electronic signatures by the other Party. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by each Party in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, 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.

**27. COUNTERPARTS:** This Agreement may be delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

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

ESEQD-202476196-00  
EMBREY BUILDERS, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

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

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

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

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

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

**Contract Control Number:** ESEQD-202476196-00  
**Contractor Name:** EMBREY BUILDERS, LLC

By:  \_\_\_\_\_  
83D38767E0C2404...

Name: Helena Finley  
(please print)

Title: Managing Dir & EVP Construction  
(please print)

ATTEST: [if required]

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

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

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

**Exhibit A  
The Property**

**Site 1:**

Address/Location: MW-22 is located within the gutter area of Inca Street at the intersection with West Colfax Avenue.

Well: MW-22

**Site 2:**

Address/Location: 745 West Colfax Avenue (Denver Fire Department)

Well: MW-20

**Site 3:**

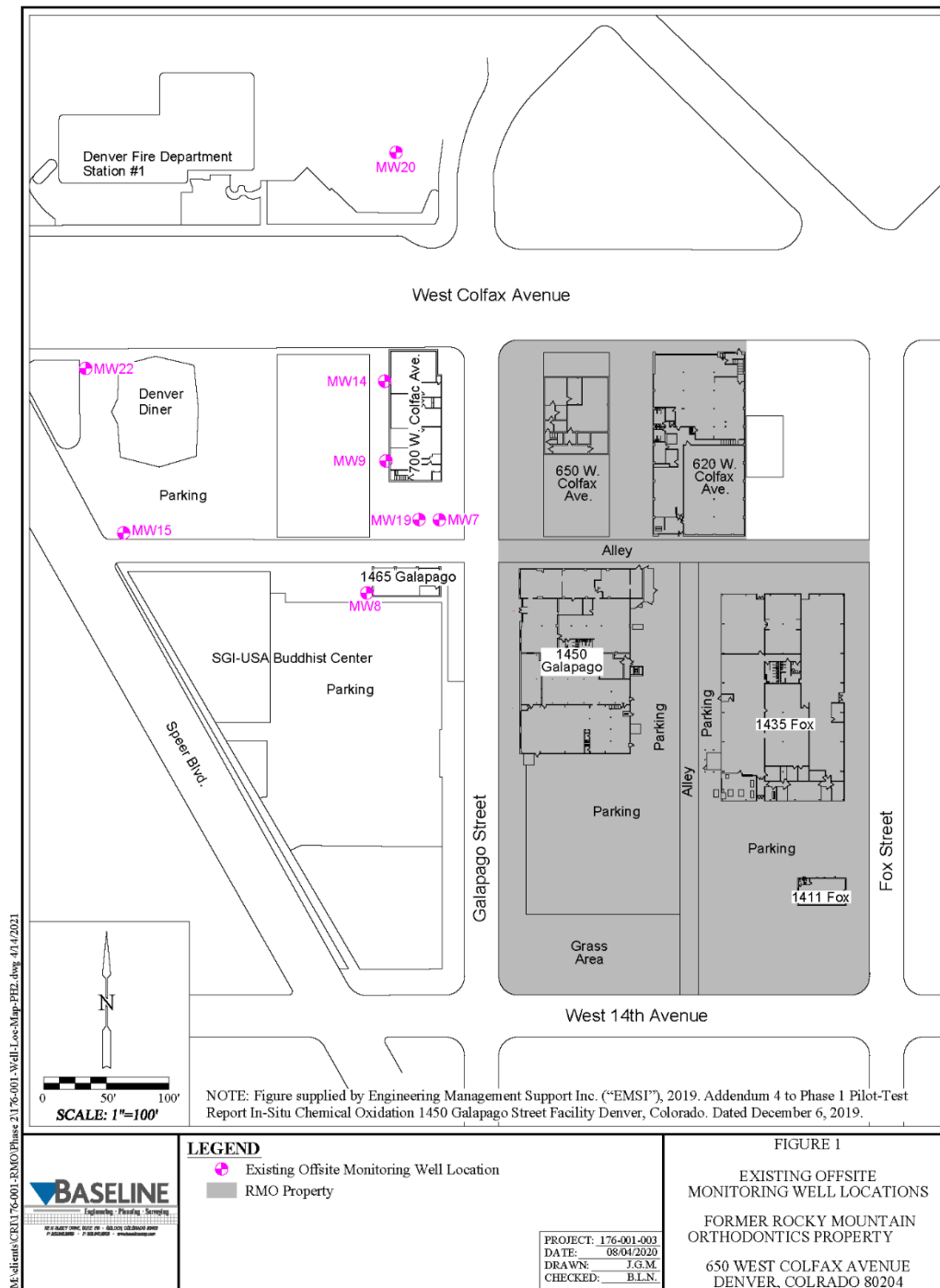
Address/Location: 700 West Colfax Avenue

Well: MW-7, MW-9, MW-14 and MW-19

**Site 4:**

Address/Location: 1449 North Galapago Steet

Well: MW-8





## CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY)

11/4/2024

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies, LLC 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>
<b>INSURED</b> 1532242 Embrey Builders, LLC 7600 Broadway STE 300 San Antonio TX 78209	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> MSIG Specialty Insurance USA Inc. <b>NAIC #</b> 34886 <b>INSURER B:</b> Argonaut Insurance Company 19801 <b>INSURER C:</b> Texas Mutual Insurance Company 22945 <b>INSURER D:</b> Navigators Insurance Company 42307 <b>INSURER E:</b> Allied World Insurance Company 22730 <b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER: 21105109

REVISION NUMBER: XXXXXXXX

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
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$25K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SF24CGL202269IC	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded: \$10,000	N	Y	HNO1000020-03	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
E	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	0311-9975	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	92-915-876279-4 (AOS) 0002068027 (TX)	10/1/2024 10/1/2024	10/1/2025 10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Contract number #ESEQD-202476196

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

21105109

City and County of Denver  
DDPHE-Division of Environmental Quality  
101 W. Colfax Ave. Suite 800  
Denver, CO 80202

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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