CITY AND COUNTY OF DENVER ACCESS LICENSE AGREEMENT

This ACCESS LICENSE AGREEMENT ("Agreement") is entered into as of 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 THE RIVER MILE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado with an address of 450 East 17th Avenue, Suite 400, Denver, Colorado 80203 (the "District") (each a "Party," and collectively, the "Parties").

RECITALS

- A. The District is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Service Plan as approved by the City Council for the City and County of Denver on August 13, 2018 (as it may be amended from time to time, the "Service Plan").
- B. Pursuant to the Service Plan, the District is authorized to plan, design, acquire, construct, install, relocate, and finance public improvements, including but not limited to, water, sanitation (including storm drainage), street, safety protection, park and recreation, transportation, television relay and translation, mosquito control and other improvements and services within the District's service area, except as specifically limited by the Service Plan (collectively, the "**Public Improvements**").
- C. The Public Improvements are necessary to develop the "**River Mile**" area within the City and County of Denver.
- D. The City's Department of Parks and Recreation ("**DPR**"), manages, maintains and operates facilities owned by the City for park and recreational purposes in accordance with City Charter § 2.4.4., including a system of trails, part of which extends along the South Platte River from Lakewood Gulch Park and northbound to Confluence Park.
- E. The District's project, referred to as "River Mile South Platte River Improvements" (the "**Project**"), has been submitted to the City's Engineering Plan Review for approval. The City intends to allow temporary access to certain City property including property managed and operated by DPR as needed by the District for its Work (defined herein). The District is responsible for obtaining any and all permits, approvals or other permissions required and as may be required by other jurisdictions or authorities.
- F. In order to perform and complete certain portions of the Project, and to otherwise meet City requirements for approval of the entire development, the District has committed to performing certain improvement work within the floodplain in and along the banks of the South Platte River in accordance with Permit Submittal 2020-SSPR-0000043 ("River Improvements").
- G. As a condition of temporary access provided by the City for the River Improvements, which will benefit the District's completed Project, the District is required to construct and

- convey to the City certain improvements within and along the system of trails and other park facilities along the South Platte River as identified in Permit Submittal 2020-SSPR-0000043 ("**Trail Improvements**").
- H. The District intends to mobilize during the 2025 calendar year unless City is otherwise notified, and intends to complete the River Improvements in approximately two (2) years. The District will perform its Work, including the Trail Improvements, in various phases, and intends to complete the Work by no later than the expiration of the Term (defined herein) of this Agreement.
- I. Based on the foregoing, the City agrees to provide a license to the District for temporary access to the existing park facilities and trails for itself and for its contractors, subcontractors and consultants performing the Work and related uses as provided in Section 1 of the Agreement below.
- J. The Parties understand and agree that the District intends to provide and perform improvements to other park lands and facilities in and throughout various portions of the River Mile development for the benefit of the City and its park systems in accordance with the District's plans and approvals, and that such other work and improvements, if performed, will be subject to future agreements or contracts.
- K. By this Agreement, the City authorizes temporary access and use of park land owned by the City to allow the District to perform the Work as shown on **Exhibit A** ("City **Property**"); to use the access routes as shown in **Exhibit B** ("Access Routes"); and to perform maintenance work under Section 4.h. and **Exhibit C** ("Maintenance Access"). Other activities on other property of the City, if any, shall require separate authorization by the City or the appropriate City department or agency.
- L. The District acknowledges that the purpose and intended use of the trail system, managed and operated by DPR, is for the benefit of the general public for park and recreational uses, and therefore, will make all efforts as set forth in this Agreement to avoid or limit disruption to and closure of trails and park land during the Work. As a result, the Work will be appropriately phased to close limited portions of the trails to accommodate the Work while still allowing other portions of the trail system along the South Platte River to remain open and accessible to the public during the Work. The District confirms it shall limit trail closures for each portion of the trail system to six (6) months or less, unless otherwise agreed to between the Parties. Therefore, trail closures must be segmented into a phased plan. If a closure for any portion of the trail system is anticipated to continue for longer than six (6) months, the District shall promptly notify the City. The District further agrees to execute its Work in a timely and diligent manner to avoid unreasonable delays; and to re-open the trails 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 the District agree as follows:

1. LICENSE. The City hereby grants the District and its officers, directors, employees, representatives, agents, consultants, contractors and subcontractors a temporary and

exclusive license (the "License") onto, over, and across the City Property, as described in **Exhibit A** and **Exhibit B**, for the following purposes: (i) planning, investigation, testing, and related preconstruction activities relative to the River Improvements, Trail Improvements, and the Project; (ii) construction, installation, repair, replacement, removal and completion of the River Improvements, Trail Improvements, and other improvements related to the Project; (iii) restoration and repair of the City Property damaged, disturbed or altered by the District's exercise of its rights hereunder, as further described in Section 3.m. and Section 3.n., below; (iv) maintenance of the Trail Improvements in accordance with Section 4.h., below (including Exhibit C, further defined in Section 4.h.); and (v) reasonable pedestrian and vehicular access, ingress, and egress necessary to accomplish the foregoing, including, but not limited to, any construction vehicles, construction storage, and staging (collectively, the "Work"). Unless otherwise stated, the term "District" shall include the District's officers, directors, employees, representatives, agents, consultants, contractors and subcontractors. The District acknowledges and agrees that the exercise of its rights under this License 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 License. The City acknowledges and agrees that as a condition of the River Improvements, which benefits the future development of the River Mile, the District is performing the Trail Improvements to provide a benefit to the City and the City's parks and trails system. The District is liable and responsible for its own costs and expenses related to the Work.

3. BASIC TERMS & CONDITIONS.

- a. The License is granted to allow the District adequate access to the City Property to perform the Work during the Term of this Agreement and on City Property as depicted in **Exhibit A**; **Exhibit B**; and **Exhibit C**. The City shall have the right to control, monitor and establish reasonable procedures, in the City's sole discretion, applicable to the District's access to and use of the City Property. Particular conditions and limitations upon the License are provided in Section 4, below. The License does not authorize the District to enter upon, or make any use of, any property other than the City Property.
- b. Nothing in this License creates or recognizes a property interest on the part of the District in or to the City Property. The License is not transferable and is exclusive only to the extent provided in this Agreement.
- c. The District may, with prior written notice to and approval by DPR, which approval shall not be unreasonably withheld, enter into the City Property for purposes of preparing for the River Improvements and Trail Improvements. The District cannot begin or perform any River Improvements or Trail Improvements within the City Property unless and until it has provided DPR and the City with 100% construction drawings; City and DPR have approved such drawings; and the District demonstrates that it has received all required City permits, City plan approvals and DPR approvals needed to perform the Work.

- d. The City shall have the right, at the City's sole discretion, to revoke or suspend the License under this Agreement at any time upon the District's failure to comply with the provisions of this Agreement. The City shall provide seven (7) days written notice to the District prior to any revocation or suspension. The City shall also have the right to require (subject to conferral with the District) additional reasonable terms or conditions, including charging costs or expenses incurred by the City, should the District fail to comply with this Agreement and the City does not elect to revoke the Agreement. Revocation shall not result in the reimbursing of any portion of the District's costs if the revocation is for cause.
- Agreement Term and Expiration. The License shall commence upon the Effective e. Date and shall expire upon the completion of District's maintenance obligations discussed in Section 4.h. hereof. The term of the Agreement shall be six (6) years after the Effective Date unless otherwise terminated in accordance with this Agreement. District intends to mobilize and initiate its Work during the 2025 calendar year unless District otherwise notifies both DPR and the City's Department of Transportation and Infrastructure ("DOTI"). District shall provide its construction phasing schedule one hundred eighty (180) days prior to the approximate start date. District shall then provide ninety (90) days prior written notice in accordance with Section 13, below, of its intent to mobilize and initiate Work. The Parties anticipate that the District's construction and installation of the River Improvements and Trail Improvements will conclude two (2) years after mobilization, subject to notice to the City of modification of the completion time. The District shall then initiate maintenance of the Trail Improvements, which will conclude approximately three (3) years after Substantial Completion (as defined herein), in accordance with Section 4.h. hereof. The District is entitled to retain this License for no longer than six (6) years from the Effective Date of the Agreement, unless otherwise authorized or agreed to by the Parties ("Term"). Unless other arrangements are agreed to by the DPR Executive Director, and an amendment or new agreement for a License is executed in the same manner as this Agreement, the District shall complete its maintenance work and vacate the City Property, in accordance with this Agreement, on or before the end of the Term.
- f. <u>Construction Phasing</u>. The District agrees to phase its Work in a manner that allows DPR to continue to operate portions of the trails while the District performs its Work. The District confirms it shall limit trail closures to six (6) months or less per each portion of the trail. Therefore, trail closures must be segmented into a phased plan.
 - I. <u>Improvement Access Areas</u>. The District intends to perform its Work in eight (8) primary access areas depicted in **Exhibit A** and **Exhibit B**: Access Area (1) Lakewood Gulch; Access Area (2) Bronco Bridge; Access Area (3) Steam on the Platte; Access Area (4) Meow Wolf; Access Area (5) Crescent Park; Access Area (6) Walnut Street to Centennial Gardens; Access Area (7) Shoemaker

Plaza; and Access Area (8) Confluence Park (each an "Access Area," and collectively, the "Access Areas"). If the District is performing Work on one of the banks of an Access Area, then the opposite bank of that same Access Area must remain open and available for public access and use. For example, if the District is performing Work in a particular Access Area and closes the west bank of that Access Area, then the east bank of that same Access Area must remain open during the west bank closure. In no case may the District close both banks within an Access Area unless prior written approval is obtained from DPR. If the District notifies DPR that a closure for a specific Access Area will continue longer than six (6) months, as required under Recital L above, and DPR approves such extended closure, then the opposite bank must remain open during the extended closure unless otherwise approved by DPR. DPR may allow the District to close both banks if necessary, in such case, District shall provide DPR a trail detour plan, including the provision and maintenance of required signage.

- II. Modified Construction Phasing Plans. The District has provided DPR its plan for phasing. However, the District may modify its phasing plan and sequence, with prior written approval from DPR, so long as the west and east banks are not simultaneously closed within an Access Area during any phase, unless otherwise approved by DPR and the District provides DPR with a trail detour plan, including the provision and maintenance of required signage. An amendment revising the exhibits to this Agreement is not necessary for DPR to approve modified phasing plans.
- III. <u>Access During Construction Phases</u>. The Access Routes within the Access Areas are allowed only as depicted by the directional arrows indicated in **Exhibit B**.

No other access or access points are allowed unless prior written approval is obtained from DPR.

g. The District shall provide or obtain and maintain all notices, permits, licenses, or approvals required by any governmental or quasi-governmental entity prior to commencing the Work under this Agreement or related activities on the City Property. The District may not commence any Work contemplated under this Agreement, except as authorized under Section 3.c. hereof, unless and until all required permits are obtained and all required fees are paid. Any required manifest, license or permit shall be issued in the District's name. Any work for the Project or related activity conducted by the District pursuant to the terms of this Agreement shall be deemed to be taken only on the District's behalf and not as agent for any other party.

- h. Upon the Effective Date, a City employee, project manager, representative or contractor (a "City Rep") will be assigned to be the District's contact for coordination of the Work and related activities of the District under this Agreement, notifications under this Agreement, and in the event of an emergency. The City Rep may be changed or other City Reps added at any time. The City shall provide written notice to the District of such changes. The District shall take all reasonable measures to keep the City Rep informed of the progress of the Work 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.
- i. Except as authorized under Section 3.c., the District shall provide or cause to be provided prior written notice to the City Rep before accessing City Property to commence the Work and identify by name, address, telephone number, and email address a representative of the District who will be available and responsive to the City Rep.
- j. All contractors, subcontractors, consultants, suppliers, laborers and agents retained on a contract or purchase order basis to perform some portion of the Work or to undertake any activities on the City Property 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 the District, 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.
- k. The District shall develop and implement appropriate schedules, plans and protocols necessary for the Work under this Agreement and provide the City Rep with said schedules, plans and protocols. The District shall conduct all aspects of the Work performed on the City Property in accordance with all applicable federal and state laws, regulations, and ordinances.
- 1. To the extent permitted by law, the District 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 Work of the District or its contractors within the City Property pursuant to this Agreement. 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. Nothing set forth herein shall waive or be construed as a waiver of the rights, privileges and immunities of the District pursuant to the Colorado Governmental Immunity Act, §24-10-101, et. seq., C.R.S., as the same may be amended from time to time.
- m. The District and its contractors will use best efforts to not damage, destroy or harm any improvements or any other part of the City Property and shall promptly, and

during the course of or immediately after the District's Work, repair or replace any City Property damaged as the result of or in relation to its Work. The District 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 its Work on the City Property. The District 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 related to the Work.

- n. If the District's Work on City Property adversely disturbs or otherwise damages City-owned facilities within the City Property, regardless of whether the facility is managed and operated by DPR, the District shall restore, to the reasonable satisfaction of the City, the adversely affected or damaged facility to the same or similar condition, to the City's satisfaction, compared to the condition prior to the commencement of the Work under this Agreement, excluding the changed and improved conditions resulting from the installation of the River Improvements and the Trail Improvements. At the completion of District's Work, the City Property shall be restored uniformly to substantially conform to the condition that existed within the City Property prior to the initiation of Work, excluding the changed and improved conditions resulting from the installation of the River Improvements and the Trail Improvements. Any proposed alterations or changes to City Property not in accordance with the prior condition must be approved by the City Rep.
- o. Written notice requirements are waived in the event of any emergency situation regarding the Work requiring immediate access or activities on City Property, such as a major on-site accident, contamination exposure, utility damage, and security concerns. In the event of such an emergency, the District shall provide or cause to be provided, at the least, verbal notice to the City Rep as soon as feasible and then follow up with written notice to the City Rep within twenty-four (24) hours of such emergency. The District 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 the District's actions regarding the emergency response only to the extent the emergency involves use of City Property under this Agreement. Notwithstanding anything herein to the contrary, the District shall have no liability nor shall it indemnify the City for any action taken by the District at the direction of the City in accordance with this subsection.
- p. At the time of expiration or revocation of this Agreement, the District shall remove or cause to be removed from the City Property all equipment, vehicles, temporary structures, chemicals, signs, barriers, materials, supplies, construction debris and any other debris, soil, or waste brought on site or generated by the District or its contractors on site and from any part of City Property including all equipment, vehicles, signs and barriers brought onto any part of City Property by the District or its contractors ("**Personal Property**") and shall do so in compliance with federal, state and City regulatory requirements, standards, and guidelines. Alternatively, if

- the District should fail to remove the Personal Property as provided herein, the City may perform such removal and the District shall promptly reimburse the City for all reasonable costs incurred by the City.
- q. 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 the District.
- **4. SPECIAL CONDITIONS OF LICENSE**. In addition to all other general terms and conditions set forth in this Agreement, the following terms and conditions shall apply.
 - Trail Improvements and Warranty. As consideration to the City for the interrupted a. use by the District of DPR's trail system, the District shall construct and install the Trail Improvements in accordance with DPR's Standards and Specifications and any other DPR requirements. The City and District agree that the District's Work will provide a significant public benefit to the surrounding community and the City, and that the Trail Improvements will benefit the completed Work as well as the City and the neighborhood. The Trail Improvements shall be constructed and installed along, within and as a part of the existing trail system. The District shall confer and mutually agree with the City with regard to the design, construction, and final approval of the Trail Improvements. The District is required to provide 100% construction drawings approved by the City and DPR prior to beginning any construction activities on the Trail Improvements. The District shall be required to obtain necessary and required authorization and permits from the City for access to the right-of-way (if necessary) to perform the construction of the Trail Improvements. The District shall be required to obtain and maintain, or require its contractor to obtain and maintain, payment and performance bonds for the Trail Improvement work as set forth in Section 6, below. Acceptance of the Trail Improvements by the City shall be subject to requirements established by DPR and any other applicable City agency. Acceptance and approval of the Trail Improvements shall be conditioned upon the satisfactory completion of any repair or replacement work required under Section 3.m., above. The District shall provide a one (1) year warranty for the Trail Improvements and a three (3) warranty for those parts of the Trail Improvements consisting of native vegetation, both as required and directed by DPR. The warranties and materials shall comply with DPR's Standards and Specifications. DPR shall not accept or approve substantial completion of the Trail Improvements unless and until all required warranties are provided to DPR. Once accepted and approved, the warranties shall become effective as of date of substantial completion. After acceptance, the District shall reopen all of the South Platte River trails and make the trails available for public use. If the District cannot obtain City approval, or otherwise fails to complete the Trail Improvements, DPR is entitled to request other compensation mutually agreed upon by both Parties. Such alternative compensation may require an amendment to this Agreement executed in the same manner as this Agreement.

- b. <u>City Access</u>. To the extent the District is accessing the City Property to construct the Trail Improvements and/or perform maintenance to the Trail Improvements in accordance with Section 4.h., the District shall at all reasonable hours ensure right of entry to any City inspector or other authorized agent of the City to the City Property to conduct tests and evaluations to determine that the work and materials used for the Trail Improvements are of good quality and in conformance with the approved design plans and specifications. If the City determines that the work related to the Trail Improvements is not otherwise being performed in accordance with this Agreement, DPR reserves the right to suspend the Trail Improvement until there is satisfactory evidence that the work will be performed in accordance with this Agreement.
- c. Protections and safety controls required under this Agreement shall be installed prior to any Work commencing under this Agreement, except as authorized under Section 3.c. Any safety or control measures are subject to reasonable changes required by the City Rep if the City Rep finds any of them to be inadequate.
- d. The District 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 Work and as set forth in this Agreement. Exclusive use of the City Property can only be assured by the District's strict compliance with this provision. The City assumes no liability for public misconduct, theft or vandalism.
- e. The District, during the Term of this Agreement, shall prevent impediments to access to utilities, irrigation, irrigation controllers, transformers or any utility or appurtenance or other equipment needed to operate utilities.
- f. The District shall coordinate and cooperate with the City regarding any other City projects that may be ongoing to address and avoid conflicts between the projects. The City shall communicate with the District regarding ongoing and anticipated City projects during the Term of the License or any extension thereof. Any request by the District to extend the Term of the License for the District'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, the District understands and agrees that other City projects shall have priority over the District's Work. Additionally, any actual and direct delay or acceleration costs incurred by other City projects due to such conflicts shall be paid for by the District.
- g. <u>Improvements to Other City Property</u>. The Parties acknowledge that the District intends to perform improvements or other work to City facilities and infrastructure that are not controlled, operated, managed or maintained by DPR. The District agrees that it is required to obtain permits, approvals, or other permission from other City agencies in order to perform improvements or other work to non-DPR facilities and infrastructure. This Agreement does not and cannot provide access to City property not under the control, operation, or management of DPR.

- h. <u>Maintenance by District</u>. At the completion of the District's construction of the Trail Improvements, the District shall remove its property, materials and equipment used for the Trail Improvements construction and initiate ongoing maintenance of the Trail Improvements for a minimum of three (3) years from the date the Trail Improvements are usable for their intended purposes ("Substantial Completion") as directed by DPR's Trail Project Specifications (as defined below). District's access shall be allowed as depicted in **Exhibit C**. Maintenance of the Trail Improvements and establishment required for native vegetation are required as a part of the maintenance activities under this Agreement. The maintenance work shall comply with DPR's Standards and Specifications.
 - I. Landscape and Vegetation Establishment, Management and Maintenance. As part of the requirements for the District's Project, the District is required to submit construction plans for the Trail Improvements for approval by the City. Once properly submitted, the City will review and provide the approved construction plans. drawings, and specifications for the Trail Improvements, which shall include the landscape and vegetation establishment, management, and maintenance requirements, as well as the trail management and maintenance requirements (the "Trail Project Specifications"). The requirements of this Agreement shall not deprive the City of other rights the City may have under the Trail Project Specifications, and shall be in addition to, and run concurrently with, other warranties made by the District or its contractor under requirements of the Trail Project Specifications. The establishment, management and maintenance period shall be defined in the Trail Project Specifications and shall commence from the date of Substantial Completion of the Trail Improvements, or a start date established by a separate maintenance contract in accordance with the Trail Project Specifications, and shall continue for three (3) years. The District is expected to perform maintenance activities and establishment of the site and vegetation in accordance with this subsection and the Trail Project Specifications.
 - II. Trail Management and Maintenance. All acceptance, warranties, protection and repair required under this Agreement shall apply. The requirements of this Agreement shall not deprive the City of other rights the City may have under Trail Project Specifications, and shall be in addition to, and run concurrently with, other warranties made by the District or its contractor under requirements of the Trail Project Specifications. The District shall be responsible for the entire site management and maintenance set forth under this Agreement, and construction maintenance requirements in accordance with the Trail Project Specifications throughout the Term of the Agreement. Upon final acceptance of the Trail

Improvements, or when public use is permitted on accepted work, with City approval, the District shall both notify and coordinate with the DPR Project Manager for City Operations to assume operation and maintenance responsibilities for trails and parks property. Additionally, the District is required to coordinate with other agencies, such as DOTI or other authorizing agencies, for trail detour sections that fall outside of DPR property and within right-of-way to ensure immediate and proper maintenance is both comprehensively and congruently accomplished.

- III. Failure to vacate City Property at the end the maintenance period and after DPR's final acceptance; or failure to otherwise obtain DPR consent to extend the Term as provided in Section 3.e. shall result in the District being liable for any actual damages directly caused by the District's failure to vacate the City Property.
- The District accepts the property "as is," with all existing physical and i. environmental conditions. The District shall be solely liable for all costs and expenses associated with any Hazardous Materials, as defined below, that the District and/or its contractors brings onto the City Property or that are exposed or otherwise requiring remedial action as a consequence of the Work. The District 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, asbestossoils, and asbestos-containing materials, special 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 Section 4.i. shall survive the expiration or revocation of this Agreement.
- j. To the extent permitted by law, the District shall assume all liability for proper manifesting and management of all waste and, in particular, Hazardous Materials generated or uncovered by the District and its contractors in the course of the Work. The District 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. The District 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. The District shall remove all Hazardous Materials and other waste associated with the Work from the City Property on or before the expiration or revocation of this Agreement or any subsequent extension thereof. The 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.

- General Conditions: The District agrees to secure or cause its contractors to secure, a. at or before commencing any Work on the City Property, except for such Work authorized under Section 3.c. hereof, the following insurance covering all Work pursuant to this Agreement. The District or its contractors, as applicable, 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, the District or its contractors, as applicable, 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. The District or its contractors, as applicable, 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 District. The District 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: The District may not commence Work under this Agreement prior to placement of coverages required under this Agreement, except for such authorization provided under Section 3.c. hereof. The District certifies that the certificate of insurance attached as **Exhibit D**, 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 the District'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), Builders Risk/Installation Floater, the District or its contractors' insurer(s), as applicable, 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, the District's or its contractors', as applicable, insurer shall waive subrogation rights against the City.
- e. Subcontractors and Subconsultants: The District 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 District and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f. Workers' Compensation/Employer's Liability Insurance: The District or its contractors, as applicable, shall maintain the coverage as required by statute 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: The District or its contractors, as applicable, 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: The District or its contractors, as applicable, 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): The District or its contractors, as applicable, 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: The District or its contractors, as applicable, 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, the District or its contractors, as applicable, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the River Improvements and Trail Improvements by the City.

- 6. PAYMENT AND PERFORMANCE BONDS. The District shall obtain and maintain, or require its contractors to obtain and maintain, in advance and subject to approval by the Denver City Attorney's Office, one hundred percent (100%) payment and performance bond(s) from an acceptable surety (the "Performance and Payment Bond") for the Work only related to the Trail Improvement under Section 4.a. The District must continue to comply with any other bond requirements that may apply regarding the Work relative to the River Improvements. The City and the District shall be named as obligees on the bonds under this Section 6 for the Work relative to the Trail Improvement. Bonds to be provided by the District, or the construction contractor(s) and subcontractor(s), related to the Trail Improvements must be conditioned: (1) that prompt payment shall be made for all amounts lawfully due to all contractors, subcontractors, and persons or entities furnishing labor or materials used in the prosecution of the work on any phase of the Project; and (2) as guarantee of the obligation to complete the work as provided in this Agreement. The dollar amount of such bonds shall be modified, as needed, to reflect any approved change orders that modify the total value of the Work relative to the Trail Improvement or part of the Work relative to the Trail Improvement. In addition, the District shall provide satisfactory evidence that all architects, engineers, designers, and other enrolled professionals (if any) have been fully paid. Failure to comply with the requirements of this Section 6 shall be legal grounds for the Work relative to the Trail Improvement to be ordered to cease or to be restricted, as deemed appropriate by DPR or the City Attorney's Office, until compliance is achieved and any unpaid claims are resolved to the reasonable satisfaction of DPR and the City Attorney's Office.
- **LIABILITY**. To the extent permitted by law, the District shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of the District in connection with exercising the rights granted under this Agreement. To the extent authorized by law and except as otherwise provided in this Agreement, the City shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by the City, or its officials, officers, employees, and agents in connection with the matters under this Agreement. The District and City are each responsible for its own negligence and that of their officials, officers, employees, and agents, to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101, et seq. No official, officer, employee, or agent of either party shall be charged personally, or held contractually, liable to the other party or its officials, officers, employees, or agents, under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

- **8. CONTRACTOR DEFENSE AND INDEMNIFICATION**. District shall require its contractors to indemnify the City and District as substantially follows:
 - a. The District's contractor shall defend, indemnify, and hold harmless the City, its appointed and elected officials, employees and agents, and the District and its members, officials and employees 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 the Contractor in relation to this Agreement, and the occupancy or use of any portion of the City Property that are due to the negligence or fault of the Contactor or the Contractor's agents, representatives, subcontractors or suppliers ("Claims"). This indemnity and duty to defend shall be interpreted in the broadest possible manner to indemnify and protect the City and the District for any acts or omissions of the Contractor, either passive or active, irrespective of fault, including the City's and District's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City or District.
 - b. The contractor's duty to defend and indemnify the City and the District shall arise at the time written notice of the Claim is first provided to the City or the District regardless of whether claimant has filed suit on the Claim. The contractor's duty to defend and indemnify the City and the District shall arise even if the City or the District is the only party sued by claimant and/or claimant alleges that the City's or the District's negligence or willful misconduct was the sole cause of claimant's damages.
 - c. The contractor will defend any and all Claims which may be brought or threatened against the City or the District and will pay on behalf of the City or the District 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 the City or the District shall be in addition to any other legal remedies available to the City or the District and shall not be considered the City's or the District's exclusive remedy.
 - d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the contractor under the terms of this indemnification obligation. The contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's and the District's protection.
 - e. This defense and indemnification obligation shall survive the expiration or revocation of this Agreement.
- 9. COMPLIANCE WITH LAWS. The District and all persons performing Work by, through or under the District 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 the District.

- **10.** GOVERNMENTAL APPROVALS AND CHARGES. The District shall obtain and maintain, at its sole cost, and comply with all permits, licenses, or other approvals (federal, state, or local) required for the Work to be performed under this Agreement. Failure of the District to obtain and comply with any required, permits, licenses or other approvals may be grounds for the City to suspend the Work under this Agreement, upon written notice to the District of such failure, until such failure is remedied. The District shall promptly pay, or ensure that its contractors have paid, 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. The District, to the extent permitted by law, shall require its contractors to indemnify and save harmless the City to the extent of any and all liability for fees, charges, taxes, late charges, penalties or fines resulting from the District's contractor's failure to comply with this Section 10. The contractors' indemnification obligation shall survive the expiration or revocation of the Agreement.
- 11. COMPLIANCE WITH DENVER WAGE LAWS. To the extent applicable to the District's Work hereunder, the District shall require its contractors to comply with, and the contractors shall be required to agree 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 District shall require its contractors to expressly acknowledge that the contractors are aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the contractors, 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.
- 12. LIENS & OTHER ENCUMBRANCES. The District shall not permit any mechanic's or materialman's liens or any other liens to be imposed upon the City Property for labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the District, 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. The District 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. The District 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. The District, to the extent permitted by law, shall require its contractors to indemnify and save harmless the City to the extent of any and all liability for payments, expenses, interests, and penalties resulting from the District's failure to comply with this

Section 12. The contractors' indemnification obligation shall survive the expiration or revocation of the Agreement.

13. NOTICES. All notices required to be given to the District or the City 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 Avenue, Dept. 601

Denver, Colorado 80202

with copies to: Director

Division of Real Estate, Department of Finance 201 West Colfax Avenue, Department 1010

Denver, Colorado 80202

City Attorney's Office

201 West Colfax Avenue, Department 1207

Denver, Colorado 80202

District: The River Mile Metropolitan District No. 1

c/o McGeady Becher Cortese Williams P.C.

450 East 17th Avenue, Suite 400

Denver, Colorado 80203

The effective date of service of any such notice shall be the date such notice is mailed or delivered to the District or the City. Daily communications and coordination between the City Rep and the representative of the District and its contractor(s) may be via telephone or email, as agreed by the representatives.

- 14. 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 Parties may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., et. seq.), as may be amended, or to any other defenses, immunities, or limitations of liability available to the Parties against third parties by law.
- 15. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of the Work under this Agreement, the District 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 the District further agrees to insert the foregoing provision in all approved contracts and subcontracts hereunder.

- 16. 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.
- **17. 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.
- **18. NO ASSIGNMENT.** The District 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.
- 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 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.
- **20**. **INCORPORATION OF RECITALS**. The Parties hereby acknowledge and agree to the Recitals set forth above, which are incorporated herein by this reference.
- **21. AUTHORITY TO EXECUTE**. The person signing for the District warrants that he or she has the complete authority to sign on behalf of and bind the District.
- 22. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties. 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.
- **23. GOVERNING LAW**. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado, without reference to Colorado conflict of laws principles.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK. SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]

Contract Control Number: Contractor Name:	PARKS-202472197-00 The River Mile Metropolitan District No. 1					
IN WITNESS WHEREOF, the pa Denver, Colorado as of:	arties have set their hands and affixed their seals at					
SEAL	CITY AND COUNTY OF DENVER:					
ATTEST:	By:					
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:					
Attorney for the City and County of By:	By:					
	By:					

Contract Control Number: Contractor Name:

PARKS-202472197-00

The River Mile Metropolitan District No. 1

By: Malt Malcoury

Title: President

(please print)

ATTEST: [if required]

By: Leirstin Beck

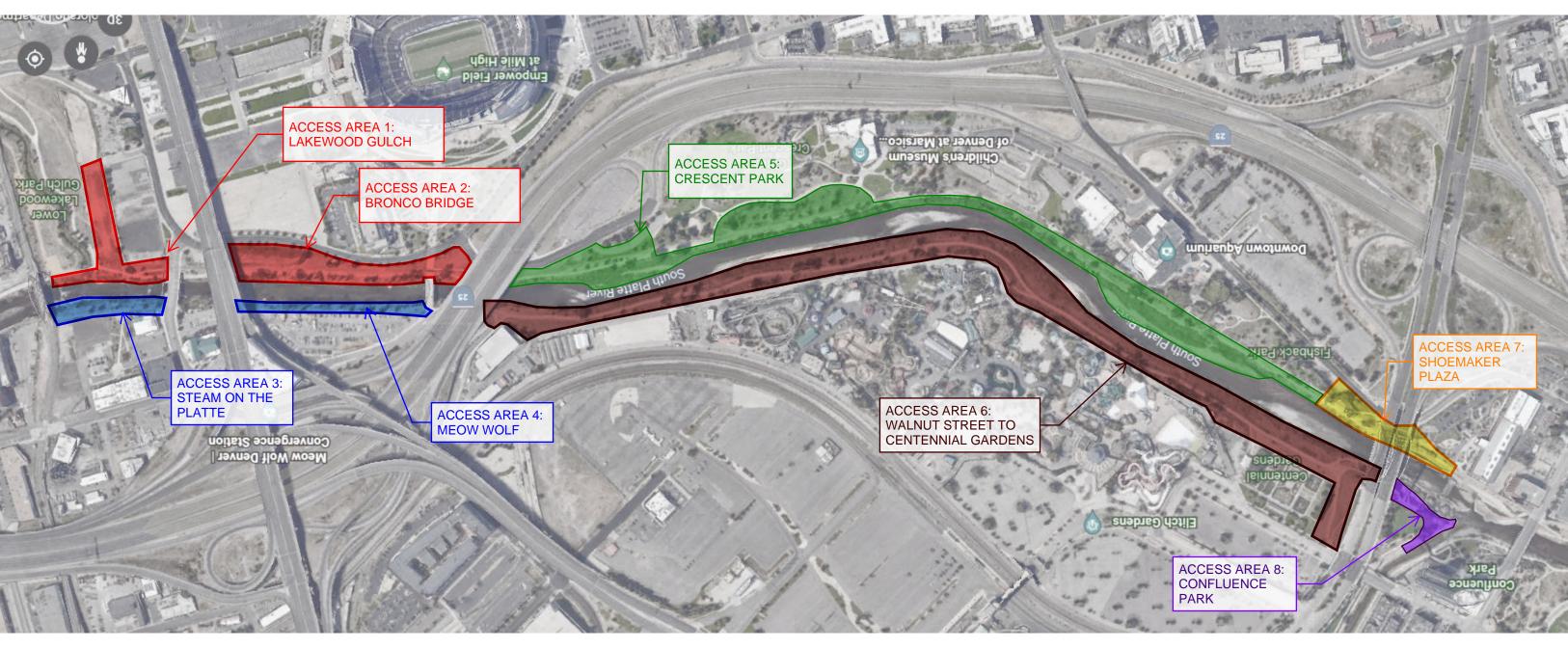
(please print)

Name: Keirstin Beck

(please print)

Title: Secretary

(please print)



Access area 1&2 (including under I25)- Season 2/ Phase 1- 8 months

Access area 3&4 (including under I25)- Season 2/ Phase 2- 4 months

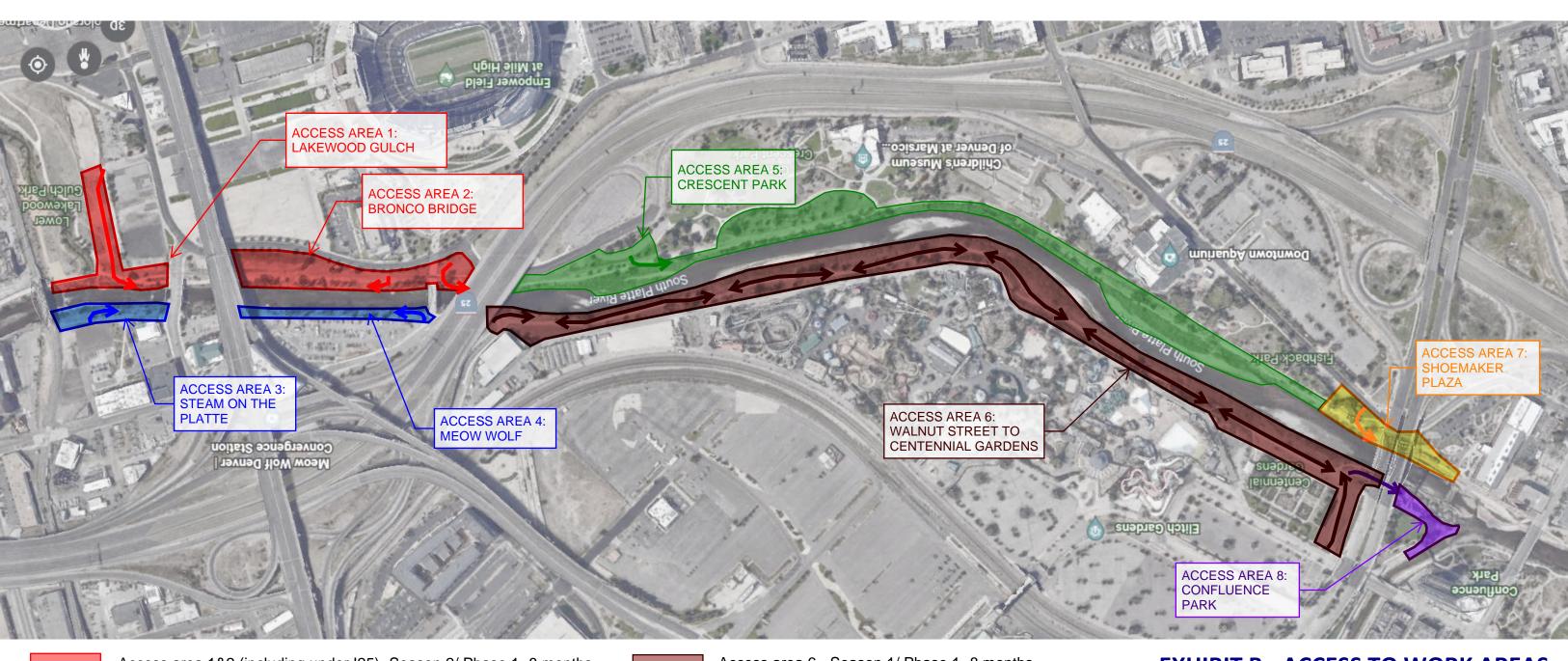
Access area 5 - Season 1/ Phase 1- 8 months

Access area 6 - Season 1/ Phase 1- 8 months

Access area 7 - Season 1/ Phase 2- 6 months

Access area 8 - Season 2/ Phase 3- 8 months

EXHIBIT A - ACCESS TO WORK AREAS



Access area 1&2 (including under I25)- Season 2/ Phase 1-8 months Access area 3&4 (including under I25)- Season 2/ Phase 2- 4 months Access area 5 - Season 1/ Phase 1- 8 months

Access area 6 - Season 1/ Phase 1-8 months

Access area 7 - Season 1/ Phase 2- 6 months

Access area 8 - Season 2/ Phase 3- 8 months

EXHIBIT B - ACCESS TO WORK AREAS

REVESCO PROPERTIES

TK

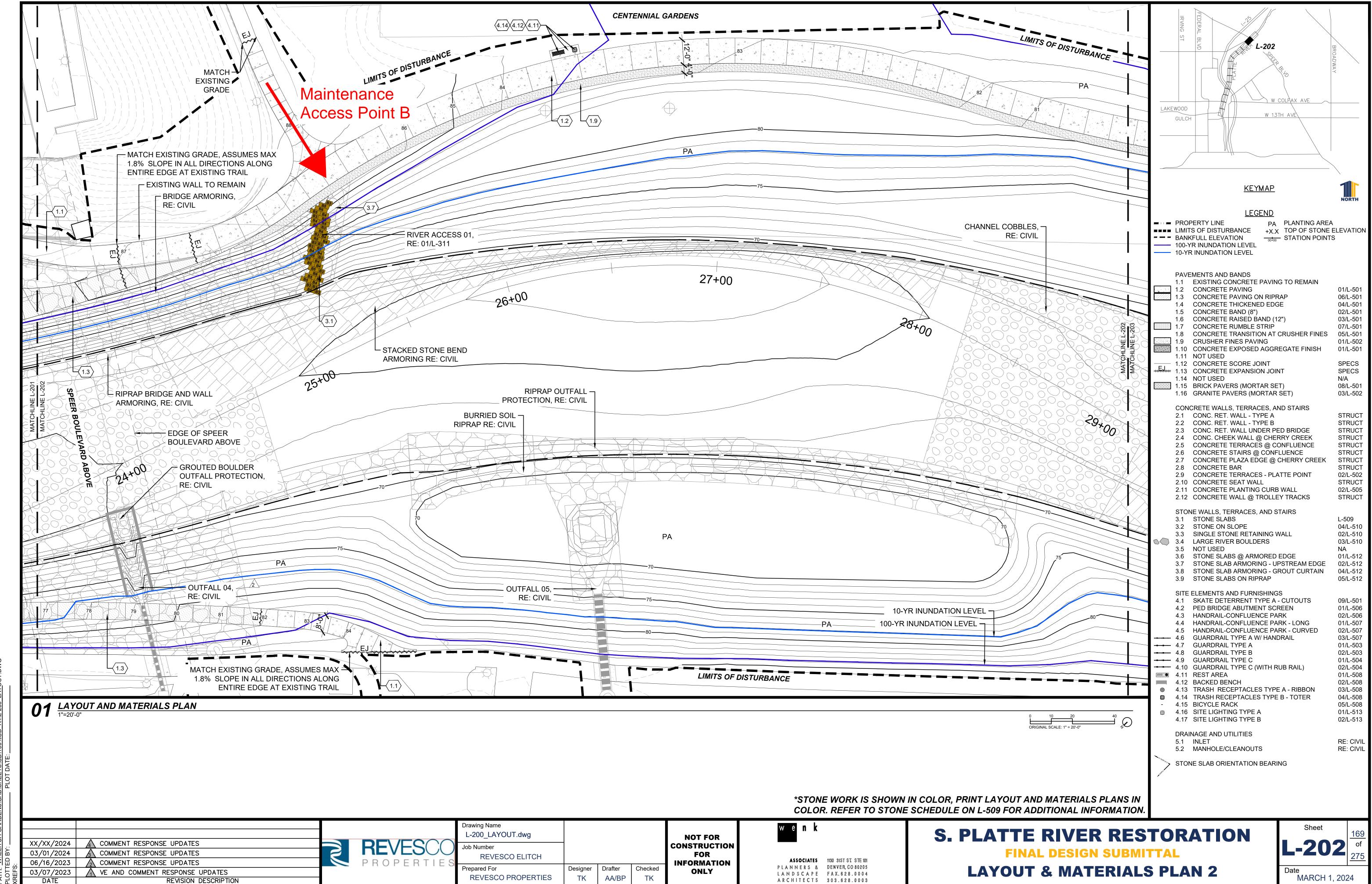
AA/BP

LANDSCAPE FAX.628.0004

ARCHITECTS 303.628.0003

MARCH 1, 2024

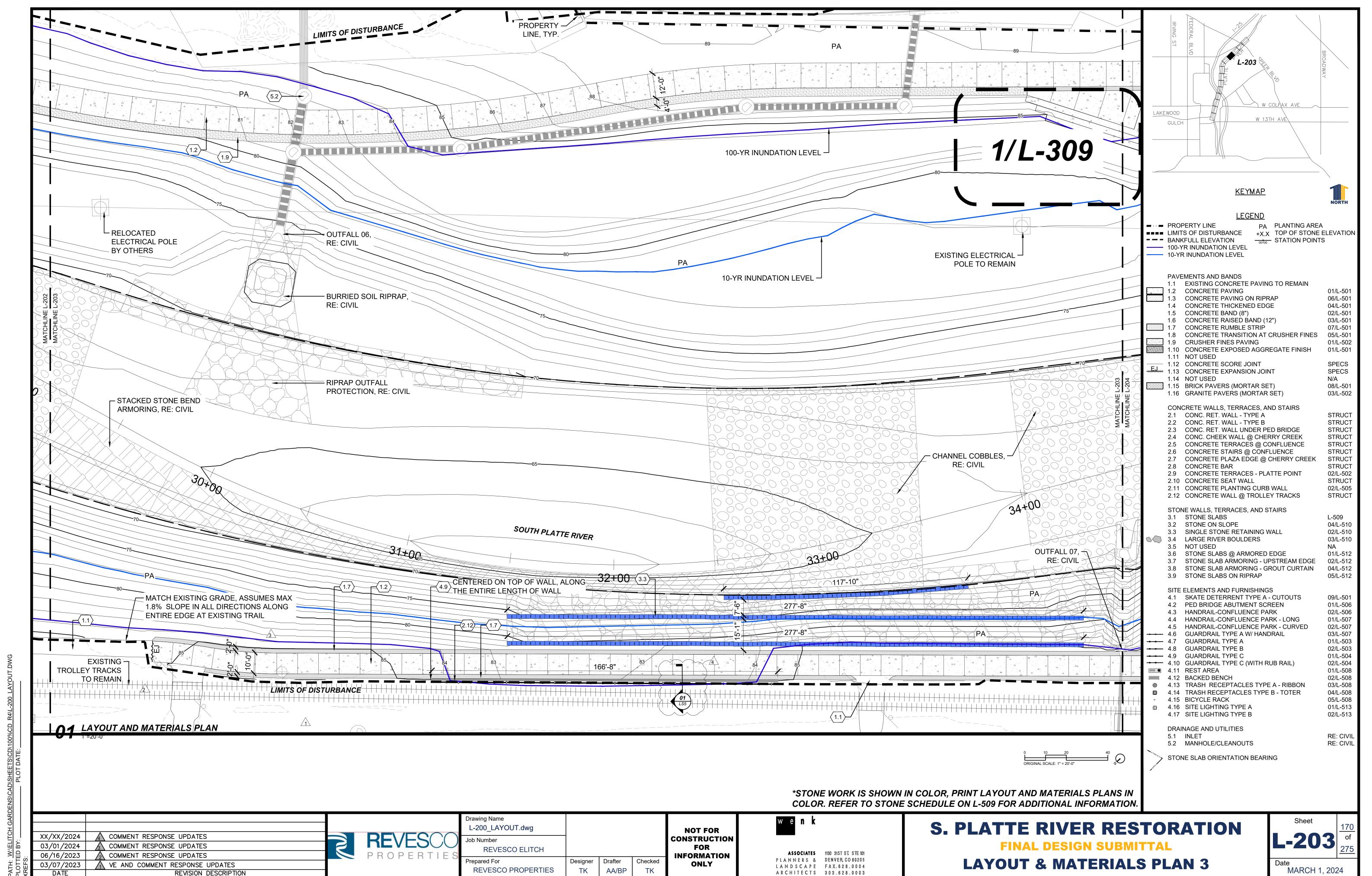
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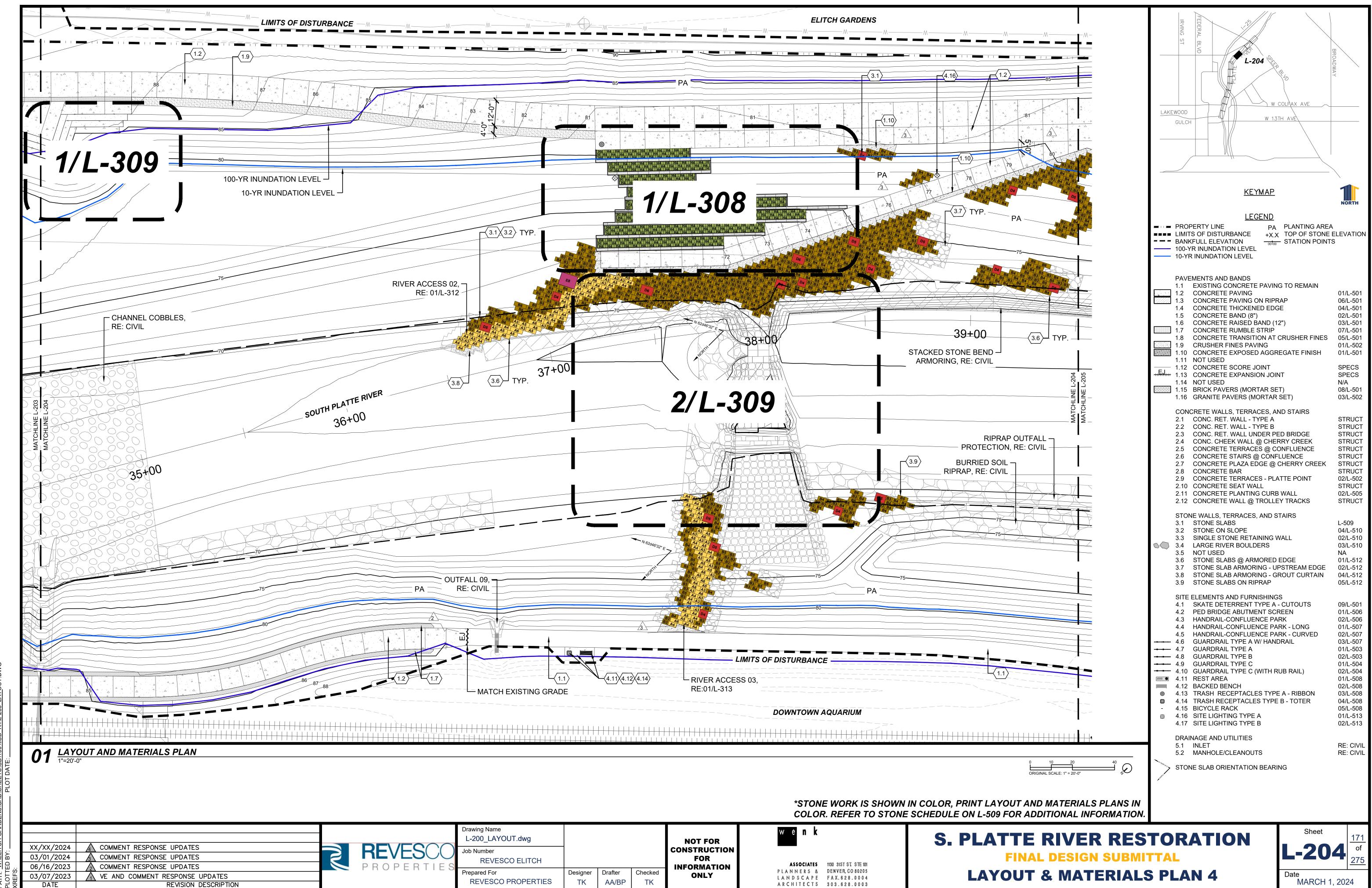


DATE

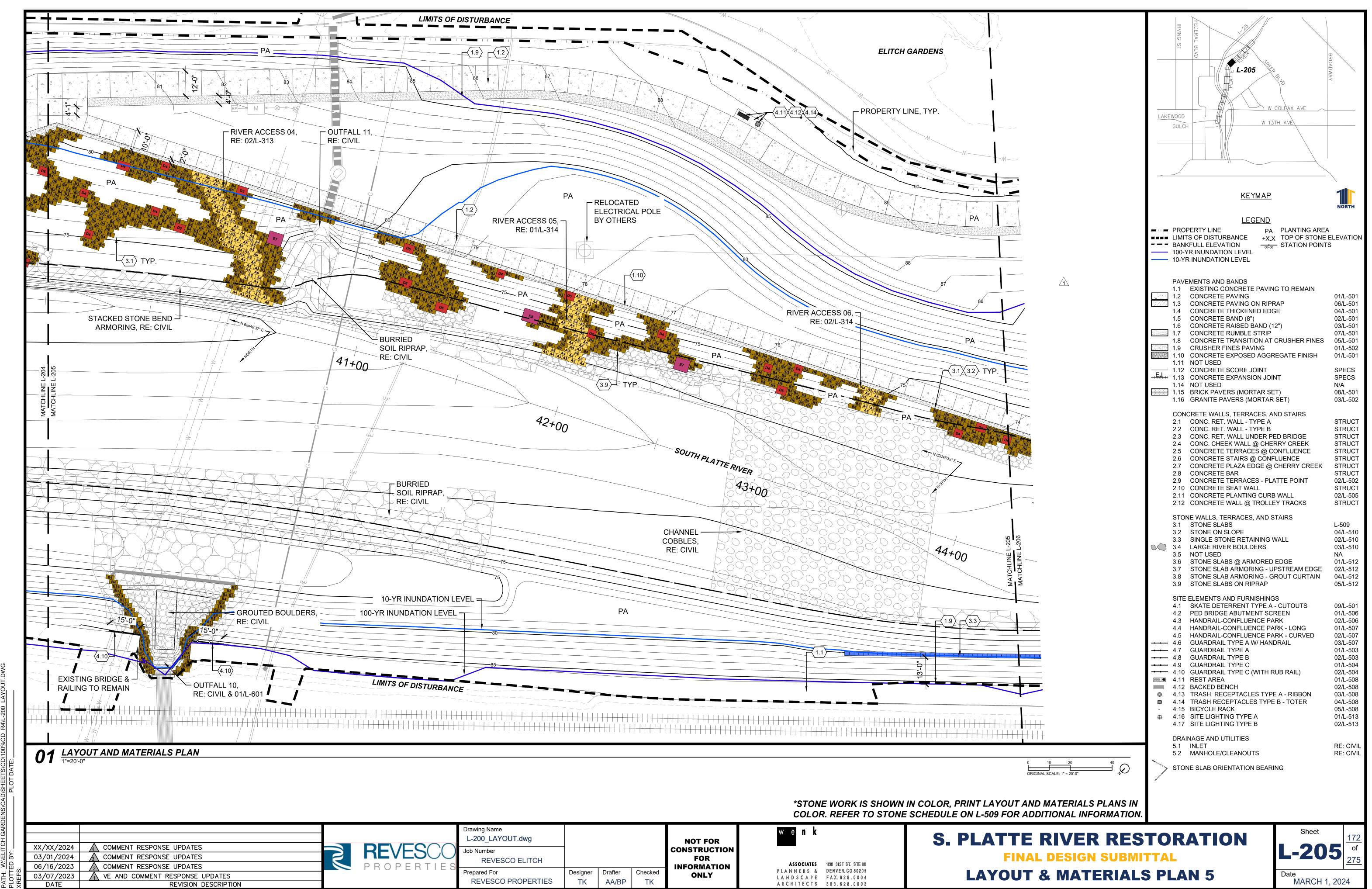
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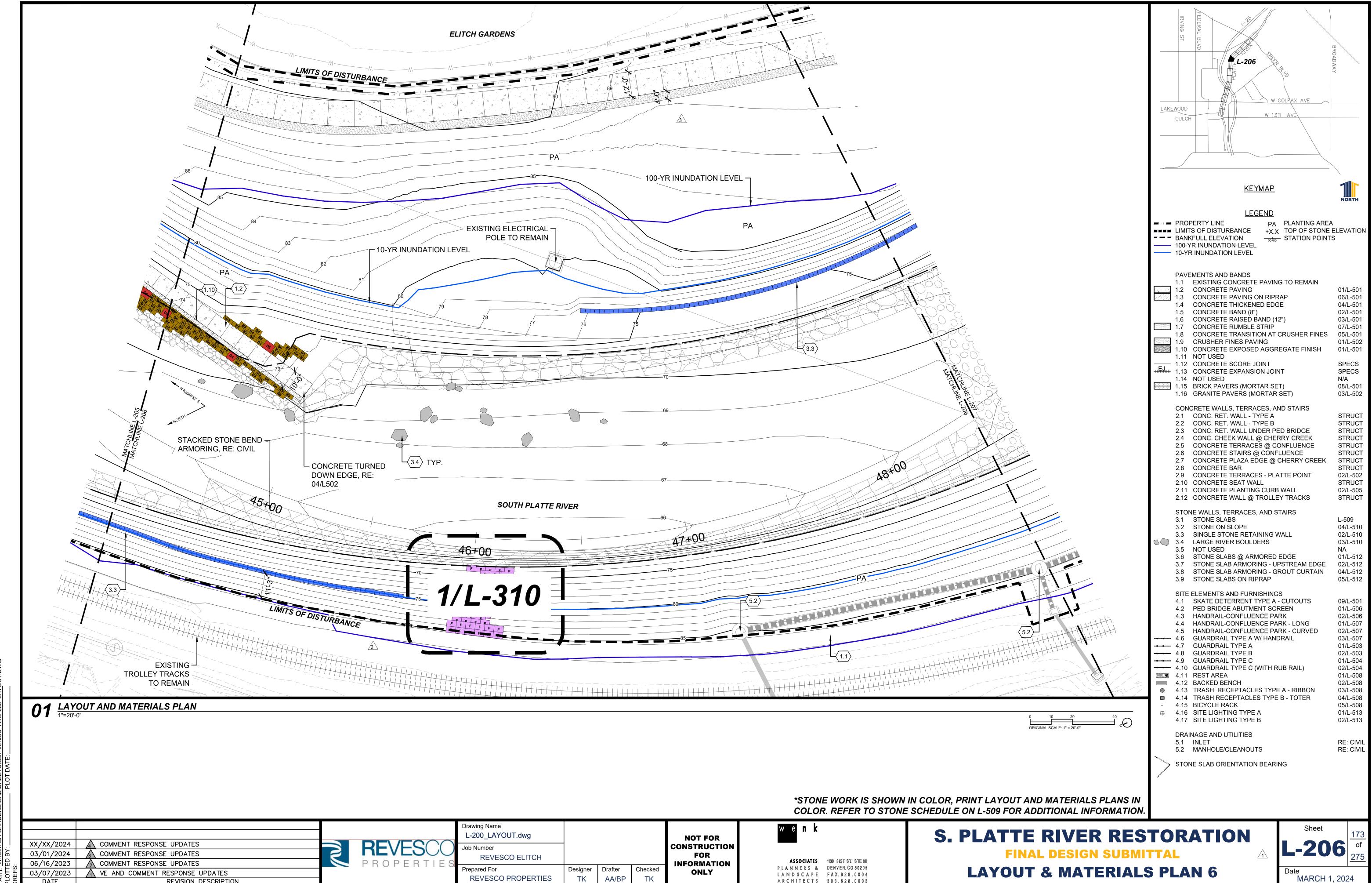
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ARCHITECTS 303.628.0003





REVESCO PROPERTIES

TK

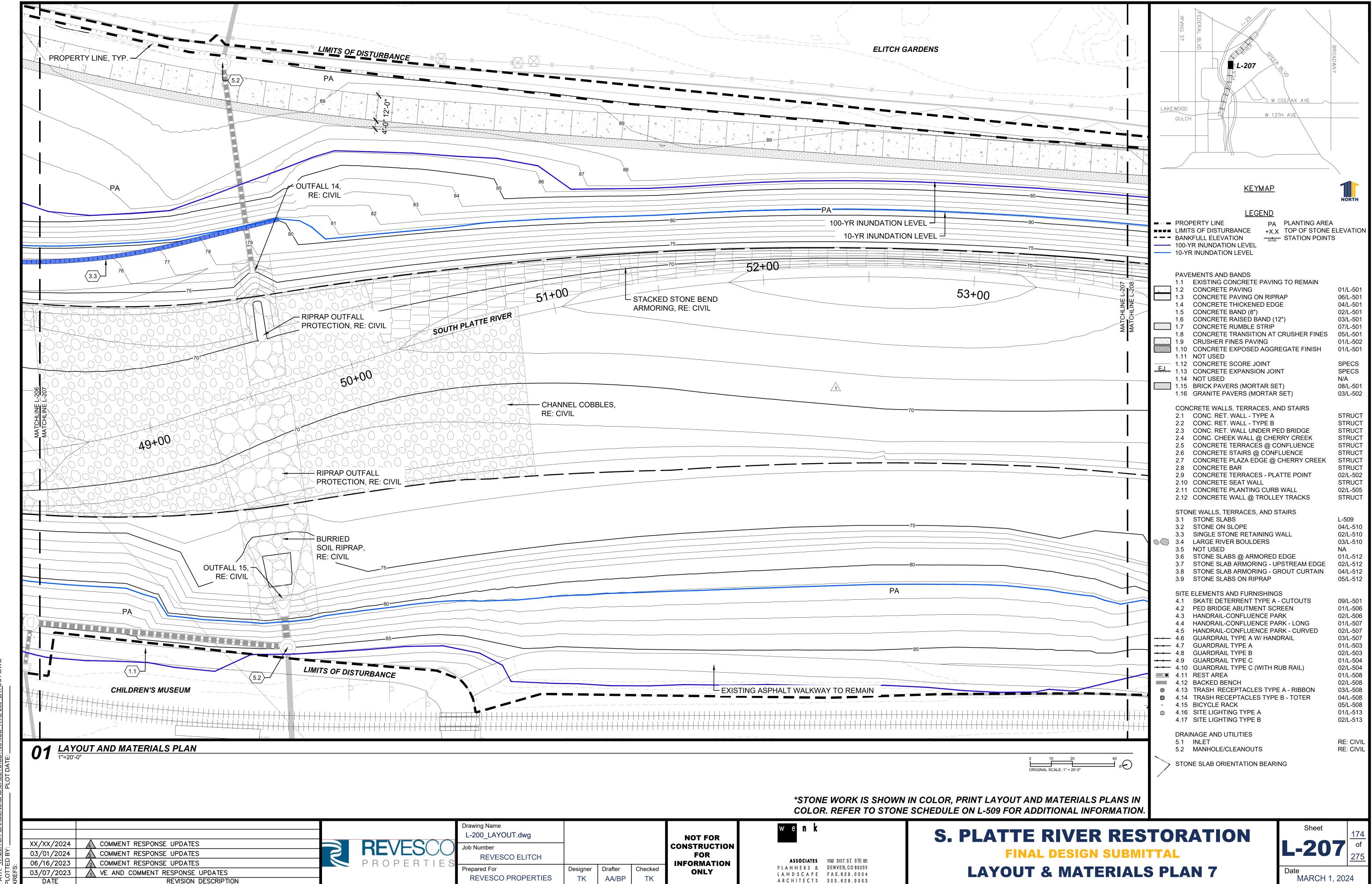
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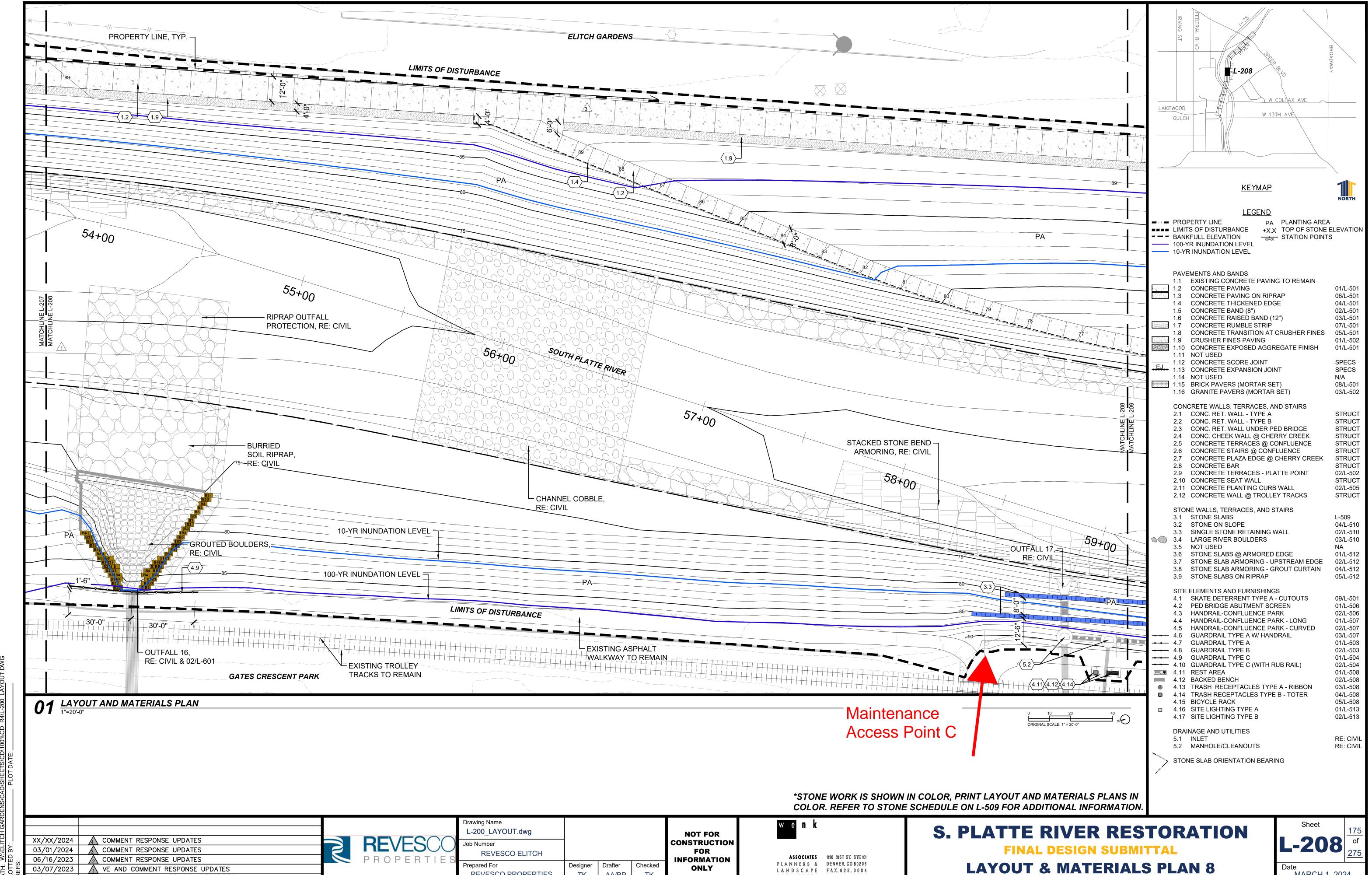
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DATE

REVISION DESCRIPTION

LAYOUT & MATERIALS PLAN 6





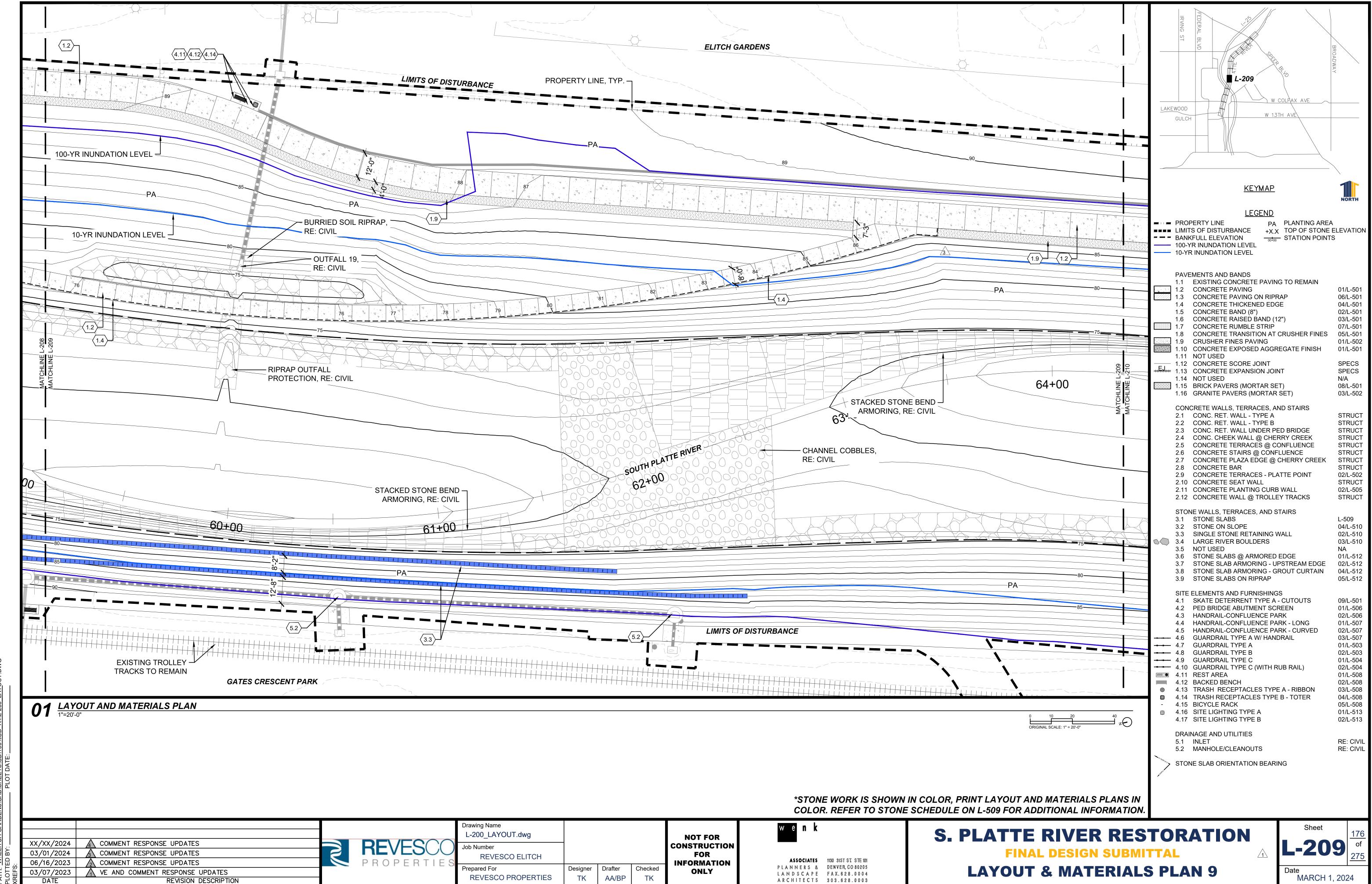
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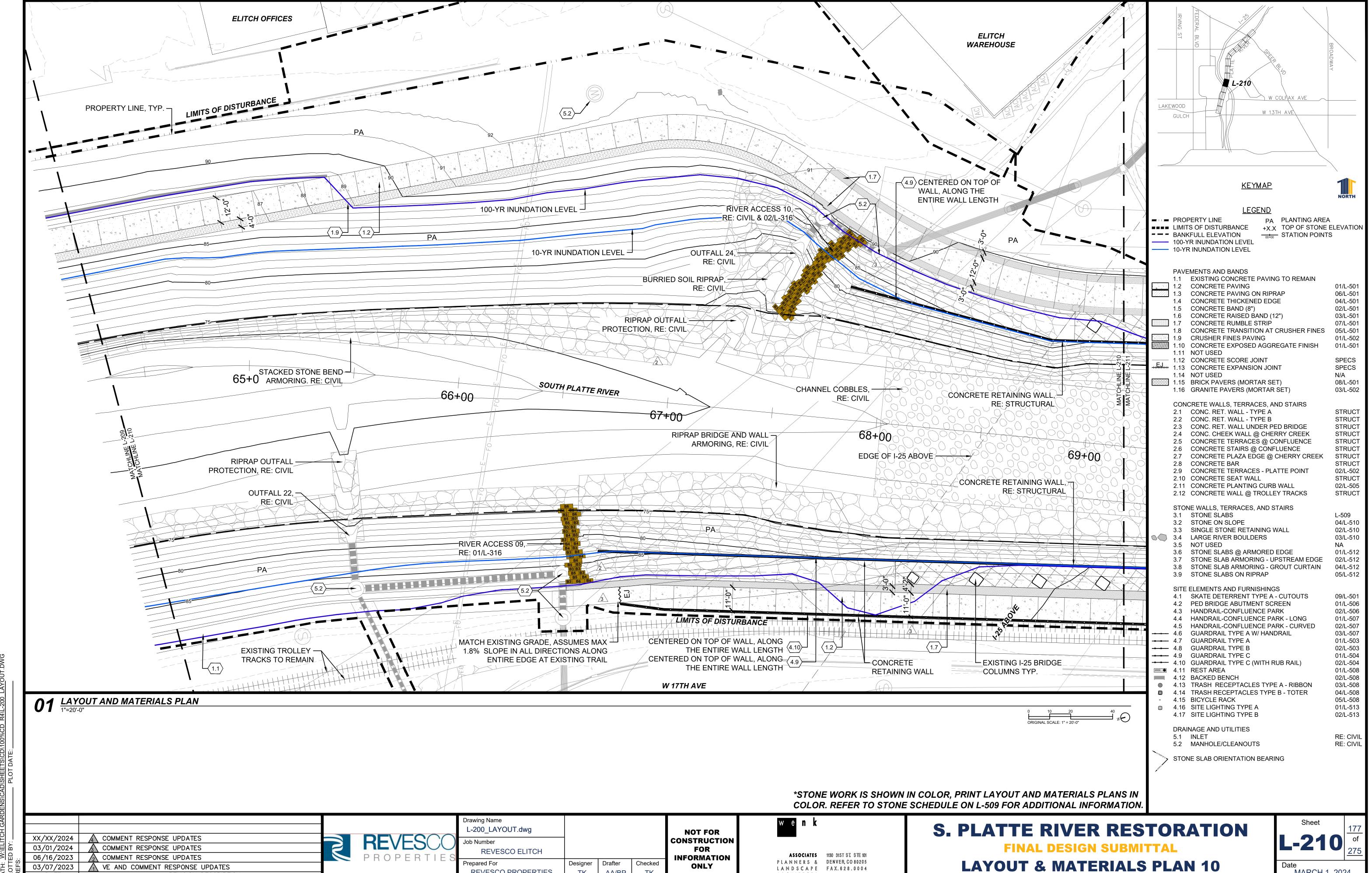
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MARCH 1, 2024



REVESCO PROPERTIES TK AA/BP

ARCHITECTS 303.628.0003



REVESCO PROPERTIES

TK

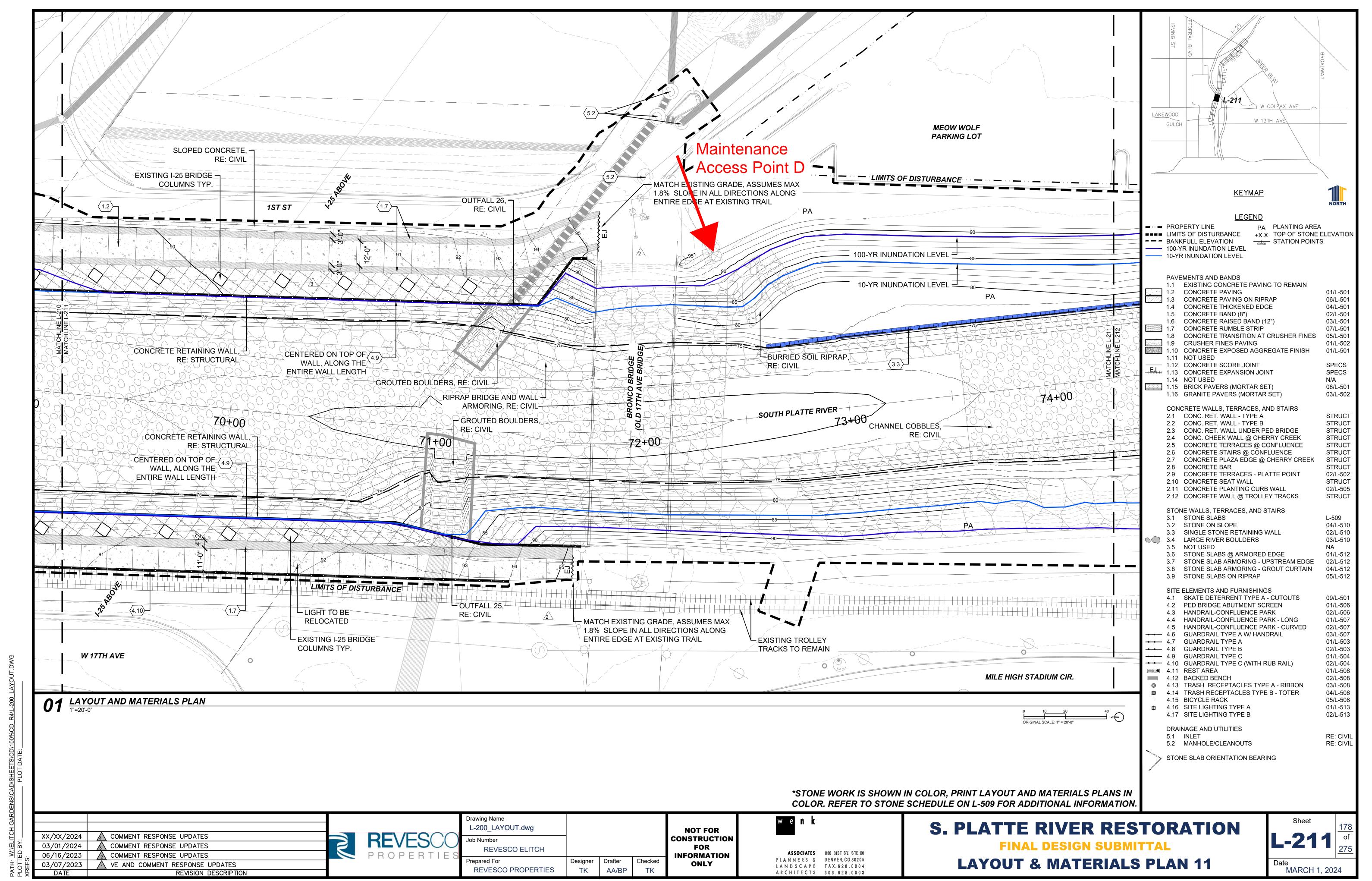
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ARCHITECTS 303.628.0003

MARCH 1, 2024

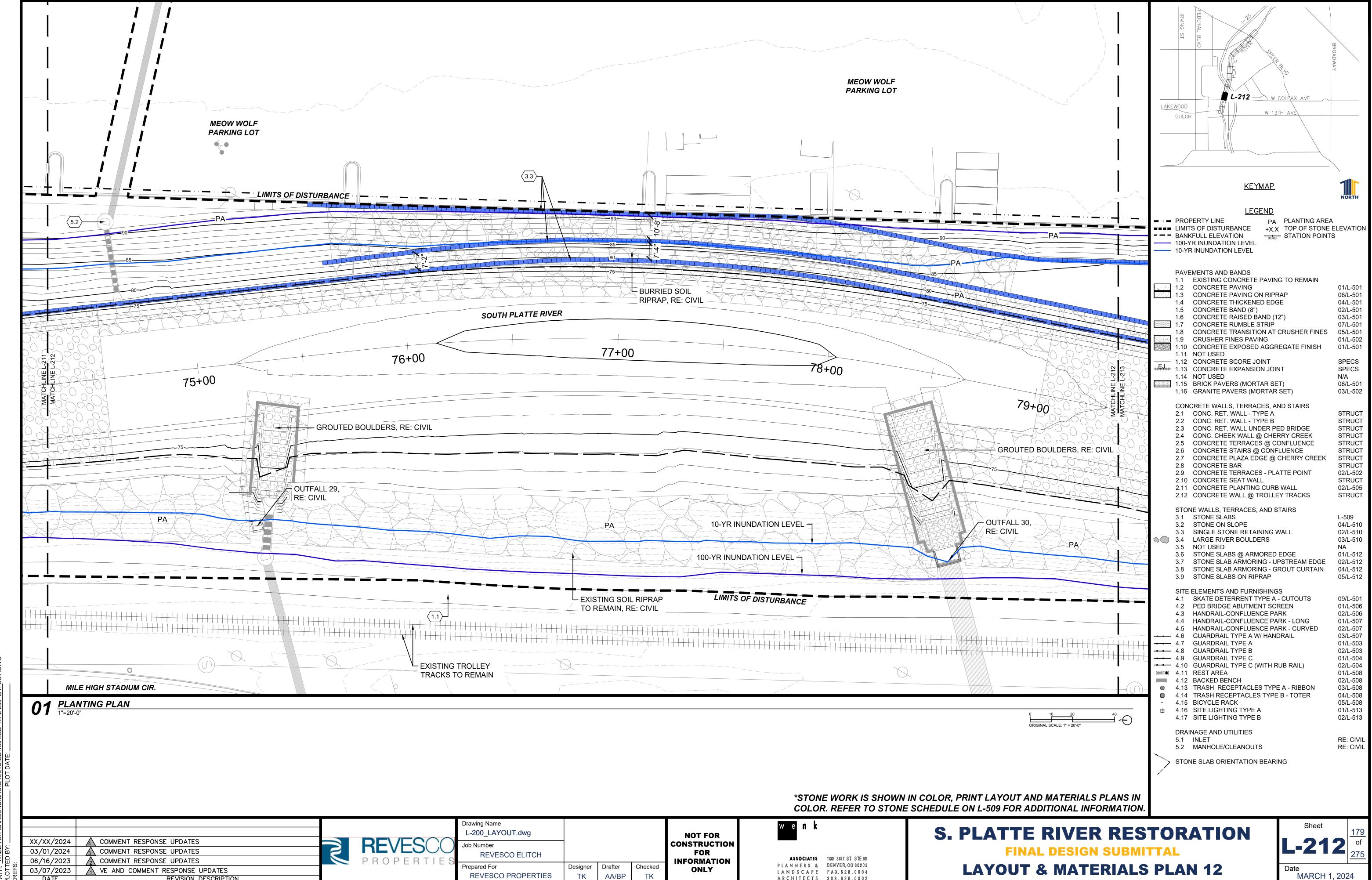
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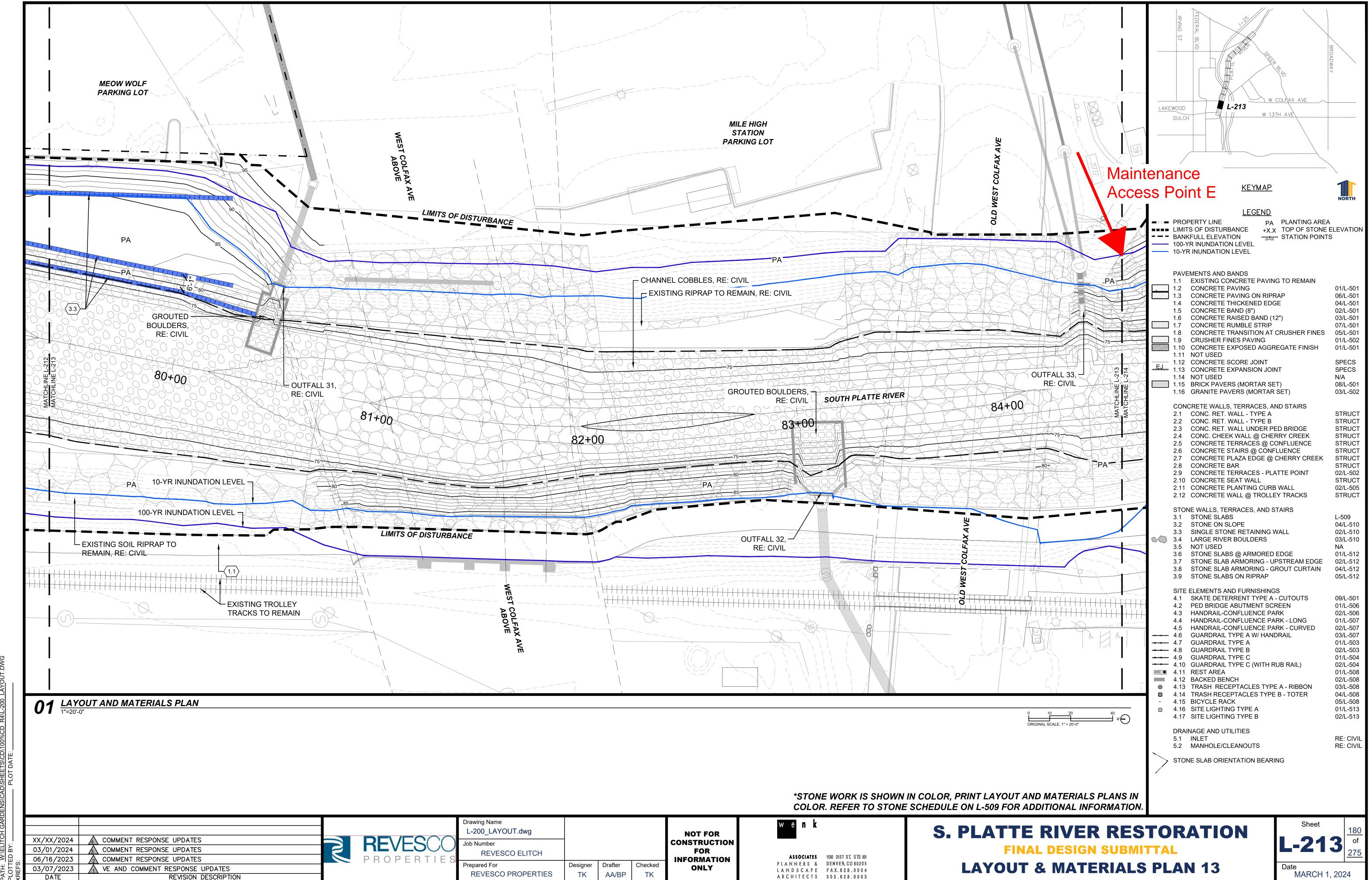
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ARCHITECTS 303.628.0003

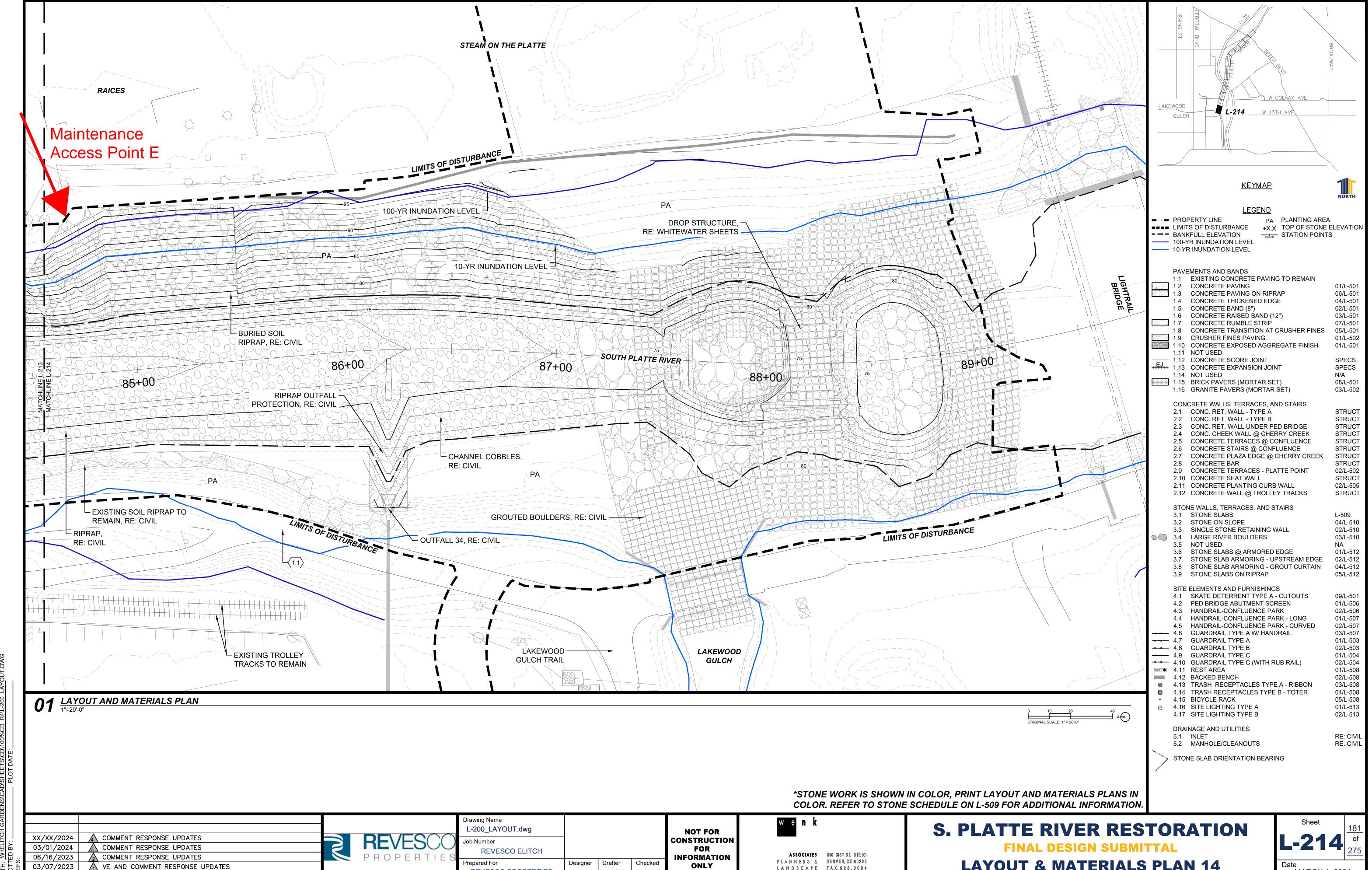




DATE

REVISION DESCRIPTION

DATE



REVESCO PROPERTIES TK AA/BP

LANDSCAPE FAX.628.0004 ARCHITECTS 303.628.0003

LAYOUT & MATERIALS PLAN 14





EXHIBIT D CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER					CONTACT TSIB					
Turner Surety and Insurance Brokerage, Inc. 250 Pehle Avenue, Suite 311						PHONE (A/C, No, Ext): FAX (A/C, No):				
Saddle Brook, NJ 07663					E-MAIL ADDRESS: cascertrequest@tcco.com					
						INSURER(S) AFFORDING COVERAGE				
					INSURER A :Liberty Mutual Fire Insurance Company					23035
INSURED Turner Corporation				INSURER B :Liberty Insurance Corporation					42404	
Turner Construction Company 3 Paragon Drive Montvale, NJ 07645					INSURER C :ACE Property and Casualty Insurance Company					20699
					INSURER D:					
Worldware, No 07045						INSURER E:				
						INSURER F:				
COVERAGES CERTIFICATE NUMBER: ZQTCBXWN						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	ISR TYPE OF INSURANCE ADDL SUBR INSD WVD POLICY NUMBER			POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS						
Α	COMMERCIAL GENERAL LIABILITY			TB2-625-092815-044: Ea. Oct	c, Dam \$250k	11/01/2024	11/01/2025	EACH OCCURRENCE	\$	5,000,000
	CLAIMS-MADE X OCCUR			to Rent Prem, Pers & Adv Inj: TL2-625-092815-084: Ea. Oco & Adv Inj: \$4.75mm.	c, Pers			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
				Dam to Prem: \$1.75mm				MED EXP (Any one person)	\$	10,000

Total Aggs at right Χ 5,000,000 PERSONAL & ADV INJURY \$ 10,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ X PRO-JECT 12,500,000 POLICY PRODUCTS - COMP/OP AGG \$ \$ OTHER COMBINED SINGLE LIMIT AS2-625-092815-014 11/01/2024 11/01/2025 **AUTOMOBILE LIABILITY** 2,000,000 \$ (Ea accident) Х ANY AUTO BODILY INJURY (Per person) \$ OWNED SCHEDULED Χ Х BODILY INJURY (Per accident) \$ AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED PROPERTY DAMAGE \$ **AUTOS ONLY** (Per accident) \$ G28175851 009 С 11/01/2024 11/01/2025 5,000,000 Χ **UMBRELLA LIAB** Χ OCCUR **EACH OCCURRENCE** \$ Χ Χ Χ **EXCESS LIAB** 5,000,000 CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ \$ WC5-625-092815-034 MA: WC7-625-092815-184 OH Comp. & Stop Gap: EW2-62N-092815-064 Ex Cov. over \$250k SIR. В WORKERS COMPENSATION 11/01/2024 11/01/2025 X PER STATUTE AND EMPLOYERS' LIABILITY 2,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT Χ N / A 2,000,000 (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below \$ E.L. DISEASE - EA EMPLOYEE EPL Limit \$1M EPL./Stop-Gap: ND,WA,WY 2,000,000 E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) LOCATION: SOUTH PLATTE RIVER RESTORATION, 2000 ELITCH CIRCLE, DENVER, COLORADO 80204 ADDITIONAL INSURED: CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS.

30 DAY NOTICE OF CANCELLATION WAIVER OF SUBROGATION APPLIES COVERAGE IS PRIMARY AND NON-CONTRIBUTORY

TURNER JOB #: 220079 - PERMIT SUBMITTAL 2020-SSPR-0000043

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CITY AND COUNTY OF DENVER, DEPARTMENT OF PARKS AND RECREATION 201 WEST COLFAX AVENUE, DEPT. 601 DENVER, CO 80202	AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE