

ASSIGNMENT AGREEMENT

This Assignment Agreement (“**Agreement**”) is entered into, effective as of the date set forth on the City’s signature page below (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (the “**City**”) and **HIGH LINE CANAL CONSERVANCY**, a Colorado nonprofit corporation (“**HLCC**”), with an address of 4010 E. Orchard Rd. Centennial, CO 80212 (City and HLCC may each be referred to herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the City owns certain real property that includes a trail along the High Line Canal which passes through Denver, within the Green Valley Ranch Neighborhood, from north of Argonne Street at Marrama Park to approximately Jebel Street and 45th Avenue at Green Valley Ranch East Park within the City and County of Denver, State of Colorado and includes the High Line Canal, a stretch of trail and open space corridor.; and

WHEREAS, HLCC was formed to enhance and permanently protect the High Line Canal in partnership with the City (among other jurisdictions); and

WHEREAS, such development efforts include the recreational and natural resource enhancements along the High Line Canal in Green Valley Ranch, depicted in **Exhibit A** attached hereto, planned by HLCC in consultation with the Denver Department of Parks and Recreation (“**DPR**”); and

WHEREAS, the City wishes to design, construct and install the improvements along the Trail; and

WHEREAS, as a result, HLCC proposes that it perform the design, construction, and installation work for the benefit of the Trail and the High Line Canal (the “**Project**”); and

WHEREAS, the City and HLCC have agreed that the design, construction, and installation of the Project shall occur as described in this Agreement; and

WHEREAS, HLCC shall provide sufficient and satisfactory funding in order to perform and complete the design, construction, and installation of the Project; and

WHEREAS, the City supports this Project and is willing to authorize HLCC to undertake this Project subject to the terms and conditions of this Agreement; and

WHEREAS, HLCC acknowledges and affirms that this Project will be performed in accordance with this Agreement, assistance, oversight and approval from DPR, and in accordance with the Denver City Charter, Ordinance, Executive Orders and other applicable law; and

WHEREAS, HLCC is willing and has the present capacity to satisfactorily complete the Project for the use and benefit of the public, including the citizens of the City and County of Denver; and

WHEREAS, pursuant to the City's Charter, Article II, Part 2.4.4, the City may cooperate or contract with public or private agencies for the development of park and recreational facilities; and

WHEREAS, section 2.3.3(A) of the City Charter requires an assignment of authority by the Mayor to HLCC to undertake this Project; and

WHEREAS, the City, through DPR, and HLCC desire to specify the terms and conditions upon which the Project will be undertaken by HLCC for the purposes of completing the Project.

AGREEMENT

NOW, THEREFORE, the City and HLCC, for the Term specified below and in consideration of the recitals stated above and the terms and conditions stated in this Agreement, hereby enter into this Agreement regarding the design and construction, and assignment of authority therefore, necessary for the Project as follows:

1. **PURPOSE**:

(a) The City and HLCC will cooperate and use reasonable best efforts to initiate and complete the design required for construction and installation of the Project; to in fact perform the construction and installation; all as further set forth herein. The scope of the responsibilities, obligations and rights under this Agreement shall be limited to the construction and installation of the Project.

(b) The City hereby retains HLCC, as a non-profit organization, and HLCC is assigned the authority and responsibility for the design, construction, and installation of the Project. HLCC hereby accepts such engagement on the terms and conditions set forth herein. The rights herein granted to HLCC are not, and shall not be construed as, a lease, easement, or other interest in real property.

2. **TERM**: The Term of this Agreement shall commence as of the Effective Date and

shall terminate once the obligations and conditions of this Agreement are mutually and satisfactorily fulfilled. This Agreement shall terminate upon full completion and acceptance by the City of the Project, including but not limited to the procedures in Paragraph 5(aa).

Notwithstanding any other provision in this Agreement, it shall be a condition precedent to either Party's right to terminate this Agreement that (i) the Party seeking termination shall first have given the other Party written notice stating with specificity the reason for the termination ("**Breach**") and (ii) if such Breach is reasonably capable of cure or remedy, a period of fifteen (15) days from and after the giving of such notice shall have elapsed without the breaching Party having effectively cured or remedied such Breach during such fifteen (15) day period, unless such Breach cannot be cured or remedied within fifteen (15) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional forty-five (45) days) provided the breaching Party has made and continues to make a diligent effort to effect such remedy or cure.

3. **CITY PROPERTY**: HLCC hereby acknowledges and agrees that, in accordance with the Charter of the City and County of Denver, Article II, Part 4, the Trail and Trail Segment and any and all related work to the Trail and Trail Segment are at all times fully owned by the City.

4. **COORDINATION AND LIAISON**:

(a) The City's Executive Director of Parks and Recreation (the "**Executive Director**") or the Executive Director's representative ("**DPR Representative**") is vested with the authority to act on behalf of the City in performing the City's obligations under this Agreement. DPR shall also appoint a project manager ("**Project Manager**") to provide project oversight and direction. The Executive Director may designate certain person(s) to act on the Executive Director's behalf as the authorized representative(s). The Executive Director may change its DPR Representative at any time by providing notice to HLCC of such change.

(b) HLCC's Executive Director or the Executive Director's designee will act as HLCC's authorized representative ("**HLCC Representative**") under this Agreement and, as such, is vested with the authority to act on behalf of HLCC in performing HLCC's obligations under this Agreement. HLCC may change its authorized representative at any time by providing notice to the DPR Representative of such change.

5. **THE PROJECT AND BUDGET:**

(a) **Project Budget and Programs.**

i. HLCC provided, or will provide, the City preliminary construction and cost estimates, budgets and phasing and other plans and related designs detailing projected costs for the Project (“**Project Plans and Budgets**”). The City has either approved, or once presented will review for approval, a preliminary version of the Project Plans and Budgets. If not yet reviewed and approved, then HLCC shall as soon as practical, present the City with the preliminary Project Plans and Budgets. The City shall provide written confirmation of acceptance of the preliminary Project Plans and Budgets (or comments explaining the City’s objections) within sixty (60) calendar days of submission. Any subsequent estimates, plans, budgets or designs for the Project materially modifying the preliminary Project Plans and Budgets are also required to be approved by the City.

ii. The City is under no obligation to authorize any design proposed by HLCC unless and until such design is first approved in writing by the City. The City has no obligation to accept HLCC’s proposed designs, but the City is obligated to make all reasonable and prudent efforts to review and assist HLCC in modifying a design for the purpose of fulfilling the purposes of the Agreement and the Project.

iii. Upon City direction, HLCC may be required to submit modified or updated cost estimates as the City deems necessary for the needs of the Project.

iv. The Parties shall agree upon a date for HLCC to submit to the City for its review and approval, any Project Plans or Budgets. The City shall provide written confirmation of its approval of the final Project Plans and Budgets, if required, within sixty (60) calendar days of submission. In the alternative, if the City finds the preliminary Project Plans and Budgets to be sufficient, then the City shall notify HLCC that no further submission is required. The final Project Plans and Budgets will estimate all hard and soft project costs and timeline.

v. The City hereby grants to HLCC and its consultants and contractors for the Term of this Agreement a limited license to access the Trail and Trail Segment as reasonably necessary to perform HLCC obligations and construction pursuant to this Agreement. This license for access also includes any access needed to modify any designs

or preliminary plans. HLCC shall provide the DPR Project Manager no less than three (3) business days' notice before entering the City owned property.

(b) HLCC Design; City Approval. HLCC shall provide additional or modified designs, estimates or budgets to the DPR Project Manager as the Project Manager directs. HLCC has provided approximately 60% design, which DPR has approved. DPR requires design submittals to the Project Manager at 90%, and then 100% final design and construction documents. Notification to proceed to construction shall be given after 100% design approval.

(c) On no less than a quarterly basis, HLCC shall provide the City with a written update on the status of the Project. In the event that it appears HLCC will not or cannot substantially meet its obligations under this Agreement (subject to the cure provisions under Paragraph 2), the City may terminate this Agreement and the City shall have no obligations to continue the work. The City may consider progress in design or construction, or compliance with estimates or budgets, in determining whether certain requirements have been met or can be achieved. The Parties agree to make all reasonable analyses and considerations necessary to accommodate changes in pricing or other conditions affecting progress to meet the intent of this Agreement and the Project.

(d) Contractors; Contractor Agreements. Identification and contact information for all of the selected and retained design professionals, consultants, contractors and subcontractors (singularly and collectively, the “**Contractor**”) along with copies of all design and construction contracts entered into by HLCC with the Contractor (singularly and collectively, the “**Contractor Agreement**”) shall be provided by HLCC Representative to the DPR Representative upon request. To the extent that the Contractor is authorized to act on behalf of HLCC, then the obligations and responsibilities of HLCC under this Agreement shall be the obligations and responsibilities of the Contractor. The Contractor Agreement must be subject to and comply with this Agreement.

(e) Except as may be limited by this Agreement, HLCC shall have sole discretion and responsibility to secure and provide sufficient funds for the performance and completion of the Project, which shall not be inconsistent with City laws, policies, rules and regulations. HLCC is solely responsible for budget overruns.

(f) Competitive Selection; City Requirements. For the construction of this Project, HLCC shall competitively bid the construction and associated work to qualified, licensed

and experienced contractors and subcontractors. The City shall review and approve any of HLCC's requests for proposals or other bidding or procurement documents prior to issuance or publication, and any HLCC contracts for the Project prior to execution. HLCC will manage the advertisement to minimally meet the City's and DPR's guidelines and requirements to publicly advertise requests for proposals for a minimum of twenty-one (21) calendar days. Proposals will be reviewed by HLCC and any project stakeholders including the City. HLCC will manage the selection of the qualified proposer for contract negotiations. The advertising and award process will minimally comply with the City's and DPR's advertisement and award requirements. In carrying out the Project, HLCC shall be responsible for: (i) assuring that all contractors and consultants retained by HLCC have the proper qualifications and are or were appropriately licensed to perform the necessary work; (ii) bidding, competitively selecting, and letting the construction and associated work to qualified, licensed and experienced contractors and subcontractors; and (iii) paying for the work from its own funds. HLCC acknowledges and represents that all City requirements, including Charter and ordinance requirements and construction projects on City property, will be sufficiently detailed in the request for proposal and bidding documents and appropriately addressed in the proposals and bids received as well as in the design and construction contracts entered into so as to assure compliance with all such City requirements. To this end, HLCC will contact various construction vendors and obtain quotes for the work in order to competitively select qualified contractor(s) and/or subcontractor(s) to perform the Project in accordance with City requirements.

(g) HLCC agrees that the work under this Agreement shall be performed in compliance with:

- i. Payment of prevailing wages set forth in Sections 20-76 through 20-79 of the Denver Revised Municipal Code ("**D.R.M.C.**"); and
- ii. Payment of minimum wages set forth in Sections 20-82 through 20-84, D.R.M.C.; public art in Sections 20-85 through 28-90, D.R.M.C.; and
- iii. The requirements for utilization of small business enterprise, equal employment opportunity, and minority and women-owned business enterprise participation contained, respectively, in Sections 28-31 through 28-90, Sections 28-117 through 28-199, or Sections 28-201 through 28-249, D.R.M.C.; and
- iv. Any contractor retained by HLCC shall comply with the applicable prevailing wage rate schedules provided by the Auditor's Office for the Project. No Project

work shall commence until HLCC has established to the City's reasonable satisfaction that these Charter and ordinance requirements have been either fully and appropriately satisfied, or duly waived or provided an exception in accordance with City laws. HLCC shall fully cooperate with City officials, including the City Auditor, in assuring compliance with these requirements. Failure to comply with the requirements of this subparagraph (g) shall be legal grounds under this Agreement for work to be ordered to cease or to be suspended as deemed appropriate by the Executive Director, DPR Representative, or the City Auditor, until compliance is achieved, and any unpaid claims or other remedial measures are resolved to the reasonable satisfaction of the City.

(h) Responsibility and Liability for Damage; Staging. HLCC shall use all diligent and reasonable efforts to avoid unnecessary damage to City property in carrying out the Project. HLCC shall be required to repair or correct any damage to City property caused by HLCC or its Contractors to the same or a better condition prior to the damage. Prior to initiation of construction, DPR and HLCC shall conduct, at an agreed upon a time, an initial site inspection to document and photograph pre-existing conditions of the Trail Segment. The Parties shall share with each other the report and photographs of the conditions of the Trail Segment. Any damage to City property occurring in areas open to the public during HLCC construction, or damage or adverse impacts to City-owned amenities or infrastructure, shall be repaired immediately upon notice by the City to HLCC of such damage, or repaired by a date agreed upon between the Parties. Repairs shall be diligently completed to avoid adverse impacts to public safety and access to the Trail Segment. HLCC shall be responsible for the cost and other impacts of delays resulting from the repairs. HLCC shall record all damage incurred to City property during HLCC's construction and provide DPR photographs and other appropriate documentation of the damage and completed repairs. Prior to substantial completion, DPR and HLCC shall agree upon a time to conduct a final site inspection to document DPR acceptance of the restoration or repair. Final acceptance of HLCC's work shall be conditioned on satisfactory completion of repairs to damaged City property. HLCC is permitted to utilize those portions of the work site indicated in **Exhibit A** for staging as limited by this Agreement.

(i) HLCC's Personal Property. HLCC is responsible for the equipment, vehicles, temporary structures, chemicals, signs, barriers, materials, supplies, construction debris and waste brought on site or generated by HLCC on site ("**Personal Property**"). HLCC shall

protect Personal Property from public access or tampering and shall protect public health and environment. Personal Property shall not be stored on other City property unless such permission is otherwise granted. The City assumes no liability for public misconduct, theft or vandalism of Personal Property that belongs to HLCC. Upon completion of any work, HLCC shall promptly remove all Personal Property from the work site and shall do so in compliance with federal, state and local laws or regulatory requirements, standards, and guidelines, and this Agreement. Alternatively, if HLCC should fail to remove Personal Property as provided herein, the City may perform such removal and HLCC shall promptly reimburse the City for all reasonable costs incurred in performing such removal. If Personal Property is integrated into the Project work, then title and ownership of the Personal Property shall be transferred to the City.

(j) During HLCC's construction DPR intends to conduct normal park operations for public use of the Trail and Trail Segment, including operations and maintenance in those areas where such activity can safely occur without interfering with HLCC's construction. HLCC shall provide and assure reasonable access to those areas of the Trail and Trail Segment where DPR may need to perform operations activities, including but not limited to maintenance, clean-up, repairs, and snow removal. HLCC may be required to move or modify construction fencing (if any) to accommodate DPR operations and access.

(k) HLCC shall be solely responsible for locating and taking appropriate measures, as required under this Agreement and as may be required by local or state law, to protect overhead, above ground and underground utilities (if any), including without limitation gas, electrical, sewer, water, telephone, and cable, during the construction, repairs and any related activities under this Agreement. HLCC 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. DPR will provide, upon request, any drawings or other documents the City may have regarding the existence of such utilities on or within City land, but the City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to HLCC.

(l) Inspection; Testing. HLCC shall, at all reasonable hours, ensure right of entry to any City inspector or other authorized agent of the City or DPR to inspect the work site and progress of the Project and to conduct tests and evaluations to determine that the work

performed and materials used are of good quality and in conformance with the approved Project Plans and Budgets. If it is determined that the work is not being so performed, the DPR Project Manager may order the cessation of the work until there is satisfactory evidence that the Project work conforms to the approved Project Plans and Budgets.

(m) Charges and Fees. The City will not charge HLCC for the reviews of the Project Plans and Budgets, or for review of requests for proposals or contracts by DPR under this Paragraph 5. Standard building permit fees, charges for inspections, material testing, construction monitoring and other fees mandated by the City or the State for design and construction shall be paid by HLCC.

(n) Permits and Approvals. At its own expense, HLCC shall be responsible for obtaining and maintaining, or causing to be obtained and maintained, all required permits, licenses or other governmental authorizations and approvals necessary to perform the Project and related work, including any permits or approvals required under § 30-6, D.R.M.C., and shall, at all times during design and construction, ensure or cause to be ensured compliance with all applicable laws pertaining to such permits, licenses or other governmental authorizations and approvals.

(o) Insurance Requirements. HLCC shall require its Contractor to obtain and maintain insurance in the amounts and types of coverages appropriate for the Project work. The insurance requirements shall be, at a minimum, those specified in **Exhibit B** to the Agreement and shall be included in HLCC's Contractor Agreement with the Contractor. Failure to comply with the requirements of this subparagraph (o) shall be legal grounds under this Agreement for work to be ordered to cease or to be suspended, as deemed appropriate by the DPR Representative or the City's Risk Management Office, until compliance is achieved and any unpaid claims are resolved to the reasonable satisfaction of the DPR Representative and the City's Risk Management Office. The obligations set out in this subparagraph (o) shall survive the expiration or termination of this Agreement.

(p) Indemnification and Defense. The Contractor Agreement shall include the indemnification and defense clause set forth in **Exhibit B**, incumbent upon the Contractor and for the benefit of the City and HLCC, to protect both the City and HLCC against claims, actions, and demands arising from or related to the work performed by the Contractor under the Contractor Agreement. Indemnification and defense language, sufficiently similar to the language in **Exhibit B**, benefiting both the City and HLCC, shall be included in the Performance and Payment Bond

provided by the construction contractor(s) and sub-contractor(s) under subparagraph (q), below. The obligations set out in this subparagraph (p) shall survive the expiration or termination of this Agreement.

(q) Performance and Payment Bond. HLCC shall obtain and maintain, or require in the Contractor Agreement that the construction contractor(s) and subcontractor(s) 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**"). The City and HLCC shall be named as obligees on all bonds. Bonds to be provided by HLCC or the construction contractor(s) and subcontractor(s) must be conditioned (i) 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 (ii) as guarantee of the obligation to complete the Project as provided in this Agreement and the Contractor Agreement. The dollar amount of such bonds shall be modified, as needed, to reflect any approved change orders that may modify the total value of the Project or part of the Project. In addition, HLCC 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 subparagraph (q) shall be legal grounds under this Agreement for work to be ordered to cease or to be suspended, as deemed appropriate by the DPR Representative, until compliance is achieved and any unpaid claims are resolved to the reasonable satisfaction of the DPR Representative. The obligations set out in this subparagraph (q) shall survive the expiration or termination of this Agreement.

(r) Warranties. HLCC shall obtain, exercise and enforce warranties and guarantees for all Project work it contracts, and for all materials, and shall designate the City as an additional express beneficiary for enforcing all warranties and guarantees. The obligations set out in this subparagraph (r) shall survive the expiration or termination of this Agreement.

(s) Taxes. HLCC and its Contractor shall pay all applicable taxes, including sales and use taxes and occupational privilege taxes, levied by the State and the City on any tangible property built into or incorporated into the Project work. Upon request by the City, an itemized and certified statement, including the names and addresses of the suppliers, the amount of such taxes owed or paid, and the dates of payment, shall be furnished to the City. The obligations set out in this subparagraph (s) shall survive the expiration or termination of this Agreement.

(t) Liens and Debts. HLCC shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City property, or any part thereof, by reason of any Project work or labor performed or materials or equipment furnished by any person or legal entity to or on behalf of HLCC, either pursuant to C.R.S. § 38-26-107 or by any other authority. HLCC shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. HLCC shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement or to any City property on which the Project is undertaken. The obligations set out in this subparagraph (t) shall survive the expiration or termination of this Agreement.

(u) Environmental Requirements. With respect to HLCC's use of City property under this Agreement, HLCC accepts City property "as is," with all existing physical and environmental conditions. HLCC shall be solely liable for all costs and expenses associated with any Hazardous Materials, as defined below, that HLCC brings onto City property. HLCC shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the work (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "**Hazardous Materials**" shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903 of the Resource Conservation and Recovery Act, any hazardous substance as defined at 42 U.S.C. § 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute. The obligations set out in this paragraph shall survive the expiration or revocation of this Agreement. HLCC shall (i) assume all liability for proper manifesting and management of all waste and, in particular, Hazardous Materials generated or uncovered by HLCC in the course of exercising the rights herein granted; (ii) use best efforts to minimize the volume of Hazardous Materials associated with exercising the rights herein granted

on or about City property, and shall properly and lawfully handle, containerize, manage and lawfully dispose of all such Hazardous Materials and other waste; (iii) will not take any action with respect to such Hazardous Materials that may cause any alteration in the chemical, physical or biologic nature or characteristics of the Hazardous Materials while the Hazardous Materials are on or about the Licensed Area; and (iv) remove all Hazardous Materials and other waste associated with exercising the rights herein granted from City property. All such environmental obligations stated above for HLCC's work shall be completed promptly upon completion of exercising the rights herein granted. 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. If during HLCC's work or any other activity associated with this Agreement Hazardous Materials are brought on to or exposed on City property, HLCC shall be subject to the provisions of subsection (u) and any requirements and directives of Denver's Department of Public Health & Environment ("DDPHE") and other federal and state agencies and shall be solely liable for any costs and expenses for remedial actions and damages related to such Hazardous Materials.

(v) Impact Reduction. HLCC shall take all reasonable measures to minimize and control noise, water and air pollution, water discharges, and soil erosion resulting from work and activities associated with the Project and to avoid adverse impacts to City-owned property and surrounding property, wherever possible, as a result of noise, water and air pollution, water discharges, and soil erosion resulting from the Project work and activities. HLCC shall use all diligent and reasonable efforts to avoid unnecessary damage to City property including to the improvements of the adjacent park. HLCC shall be required to repair or correct any damage to City property caused by HLCC to the same or a better condition prior to the damage.

(w) Soils Management. Soil excavated during HLCC's work which contains Hazardous Materials must be removed from City property and legally disposed. Excavated soil which does not contain Hazardous Materials or other waste may be reused as backfill or re-grading on City property provided there are no field indications of contamination such as odors, staining, or organic vapor meter readings above background. Otherwise, any soil brought on City property by HLCC for fill or grading purposes must be free of Hazardous Materials and other waste. Determinations as to the existence of Hazardous Materials and other waste shall be made by the DPR Representative in consultation with DDPHE.

(x) Delay. If, for any reason, construction is delayed or halted while in process

for more than ten (10) calendar days, HLCC shall take reasonable measures to protect the existing Project site and work from weather damage, erosion, vandalism and other similar threats and to protect public safety on and around the Project site. In the event HLCC encounters Hazardous Materials which negatively impact its schedule, HLCC shall notify the City in writing within fifteen (15) calendar days of the discovery of the Hazardous Materials creating the delay (“**Delay Notice**”). The Delay Notice shall include the type of Hazardous Materials, and the estimated delay expected to comply with the terms of subsection (u), above.

(y) Pursuit of Remedies. In the event of any material default by HLCC’s Contractor under a Contractor Agreement or otherwise, HLCC agrees to diligently pursue any reasonable remedies available against said party, and to timely advise the City as to HLCC’s efforts in this regard and to allow the City’s participation, if the City so requests.

(z) Lien Releases. HLCC shall provide the DPR Representative with complete, final and unconditional waivers or releases of all lien and claim rights from each contractor, subcontractor, and supplier for all labor, equipment, and materials used or furnished by each for the Project.

(aa) Notice of Completion; Acceptance. HLCC shall provide the DPR Project Manager with written notification of Substantial Completion. Upon written notification of Substantial Completion from HLCC to DPR, DPR shall, within ten (10) days after receipt or such time as is mutually agreeable between the Parties, conduct a “walk-through” inspection of Project work and verify that the Project is substantially completed in accordance with the approved Project Plans and Budget and with this Agreement. The Project shall be considered substantially complete if (i) the Project is sufficiently complete to allow the public to use the facilities as intended; and (ii) only minor items of work remain such that DPR and HLCC’s Contractor can develop a punch list as a result of the walk-through inspection. Once DPR has deemed the Project substantially complete, HLCC shall cause its Contractor to complete the punch list items within a reasonable time not to exceed thirty (30) days. At Substantial Completion, HLCC shall provide DPR with all project completion turn over documents, including as-builts, operation and maintenance documents, and Americans with Disabilities Act requirements, and a certificate, on DPR’s form, indicating the start date and duration of the required warranties. HLCC will provide a warranty for the Project (one year after Substantial Completion) as required and directed by DPR. Once the punch list items are completed, DPR shall provide HLCC with a Letter of Final Acceptance.

6. **DEFENSE AND INDEMNIFICATION:**

(a) HLCC hereby agrees to defend, indemnify, reimburse and hold harmless the 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 by HLCC, its employees, contractors and agents, under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of HLCC or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

(b) HLCC’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether claimant has filed suit on the Claim. HLCC’s duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City’s negligence or willful misconduct was the sole cause of claimant’s damages.

(c) HLCC will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of HLCC under the terms of this indemnification obligation. HLCC shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

7. **INSURANCE:**

(a) General Conditions. HLCC 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. HLCC 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, HLCC 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. HLCC 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 HLCC. HLCC 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. HLCC may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. HLCC shall provide a certificate of insurance, preferably an ACORD form, **Exhibit C**, that complies with all insurance requirements of this Agreement. HLCC may not commence work prior to providing its certificate of insurance. 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 HLCC'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), HLCC and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation. For all coverages required under this Agreement, with the exception of Professional Liability (if required), HLCC's insurer shall waive subrogation rights against the City.

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

(f) Workers' Compensation/Employer's Liability Insurance. HLCC shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(g) Commercial General Liability. HLCC 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) Professional Liability (Errors & Omissions). HLCC 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.

(i) Automobile Liability. HLCC 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.

8. **APPROPRIATION**: It is understood and agreed that any payment obligation of the City hereunder, if any, whether direct or contingent, shall extend only to funds appropriated by

the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. HLCC acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

9. **GOVERNMENTAL IMMUNITY**: Nothing in this Agreement shall be construed as a waiver, express or implied, of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§§ 24-10-101, C.R.S., et. seq.), as amended or may be amended or replaced or supplemented by another statute providing immunity or similar protections to governmental entities. Likewise, except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to be an assumption or acceptance of liability, or a waiver or release of any rights, privileges or protections, by the City under federal, state or local law or regulation or under common law.

10. **FINANCIAL INTERESTS**: Except for financial interests authorized by the City in accordance with the City Charter and ordinances, any financial interests created in, or used to secure financing and payment for the costs of, any work performed for the Project made under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude from such debt or financial security contained in such financial instrument(s) any title, rights and interests held by the City in City property or under this Agreement. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s) created or entered by or on behalf of the Assignee, which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) may not encumber the City's title, rights and interests in City property.

11. **NON-DISCRIMINATION**: In connection with the performance of work under this Agreement, HLCC 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, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, or disability; and HLCC further agrees to insert the foregoing

provision in all approved contracts and subcontracts hereunder.

12. **CONFLICT OF INTEREST**: HLCC agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein, and HLCC further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the D.R. M.C. Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12. HLCC shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. HLCC represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of HLCC by placing HLCC's own interests, or the interests of any party with whom HLCC has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given HLCC written notice describing the conflict.

13. **FORCE MAJEURE**: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. "*Force majeure*" shall mean causes beyond the reasonable control of a Party such as, but not limited to, epidemic, pandemic, adverse weather conditions, uncontrollable, unpredictable or unforeseen natural forces, public emergency or public order resulting in work stoppage, disasters or public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.

14. **FURTHER ASSURANCES**: From time to time, upon the request of the City to HLCC, HLCC agrees to make, execute and deliver or cause to be made, executed and delivered to the City any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, based on the reasonable, good faith review and assessment of the City, be necessary or desirable in order to effectuate, complete or perfect the City's rights under this

Agreement, provided the City is currently in full compliance with the provisions of this Agreement.

16. **REASONABLE EFFORTS; GOOD FAITH; FAIR DEALING:** The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement. In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms hereof.

17. **CONTRACTING OR SUBCONTRACTING:** The rights under this Agreement shall not be construed to grant HLCC the right or power to bind, or to impose any liability upon, the City through any contracts or agreements HLCC may make, unless the prior, written approval of the Executive Director is obtained (as may be delegated to a designee) and the contract or agreement is in accordance with applicable law. Likewise, the City shall have no authority to bind, or to impose liability upon, HLCC through any contracts or agreements the City may make, unless the prior, written approval of HLCC is obtained. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

18. **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.

19. **ASSIGNMENT:** No 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.

20. **LIMITATION ON APPLICATION OF AGREEMENT:** The provisions of this Agreement are intended to govern the Project and shall not be construed to prohibit, limit, or waive other agreements between the Parties currently existing or entered in the future.

21. **HLCC'S STATUS AND AUTHORITY:**

(a) **Authority.** The scope of authority HLCC may exercise with respect to the

Project shall be as expressly delegated, assigned, or allowed under, or necessarily implied in, this Agreement. HLCC shall have no authority to avoid, modify or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's police or taxing powers. This Agreement does not establish or constitute a joint venture between the City and HLCC. HLCC has no authority to grant, modify, waive or avoid any City design, construction, permitting or licensing requirements, or any DPR requirements or standards.

(b) Contracts. The authority delegated under this Agreement shall not be construed to grant HLCC the right or power to bind, or to impose any liability upon, the City through any contracts or agreements HLCC may make, unless the prior, written approval of the Executive Director is obtained and the contract or agreement is in accordance with all applicable law. Likewise, the City shall have no authority to bind, or to impose liability upon, HLCC through any contracts or agreements the City may make, unless the prior, written approval of HLCC is obtained.

22. **NO THIRD-PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or HLCC receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

23. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of City funds, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

24. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the City at:

Executive of the Department of Parks and Recreation
Department of Parks and Recreation
201 West Colfax Ave., Dept. 904
Denver, CO 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Director of Real Estate
Division of Real Estate
Department of Finance
201 West Colfax Ave., Dept. 1010
Denver, CO 80202

and if to HLCC to:

High Line Canal Conservancy
4010 E. Orchard Rd.
Centennial, CO 80121

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

25. **DISPUTES:** All disputes between the City and HLCC arising out of or regarding the Agreement will first be addressed through administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f) before further adjudication, if necessary. For the purposes of that administrative procedure, the City official rendering an administrative decision shall be the Executive Director as defined in this Agreement. If the non-prevailing party disputes the Executive Director's decision, then the parties may elect to pursue adjudication in the appropriate court having jurisdiction.

26. **GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the 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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

27. **NON-WAIVER:** No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

28. **LEGAL AUTHORITY:** HLCC 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 HLCC represents and warrants that he has been fully authorized by HLCC to execute the Agreement on behalf of HLCC and to validly and legally bind HLCC to all the terms, performances and provisions of this Agreement.

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

30. **ADVERTISING AND PUBLIC DISCLOSURE:** HLCC shall not include any reference to this Agreement or to services performed pursuant to the Agreement in any of HLCC's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. HLCC shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials. HLCC has no permission or authority under this Agreement to utilize any City trademarks or other intellectual property. Such permission or authority may be granted by separate arrangement or agreement.

31. **CONFIDENTIAL INFORMATION:** HLCC acknowledges and accepts that, in performance of all work under the terms of this Agreement, HLCC may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. HLCC agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to HLCC shall be held in confidence and used only in the performance of its obligations under this Agreement. HLCC shall

exercise reasonable care to protect such Proprietary Data and information as a reasonably prudent person or business would to protect its own proprietary or confidential data. “**Proprietary Data**” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to HLCC by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

32. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City ordinance. HLCC shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

33. **EXAMINATION OF RECORDS AND AUDIT:** 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 HLCC’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. HLCC shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require HLCC to make disclosures in violation of state or federal privacy laws. HLCC shall at all times comply with D.R.M.C. 20-276.

34. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to HLCC’s provision of services hereunder, HLCC 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, HLCC expressly acknowledges that HLCC is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by HLCC, 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.

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

36. **LIMITATION ON APPLICATION OF AGREEMENT:** The provisions of this Agreement are intended to govern design and construction related to the proposed Project and shall not be construed to prohibit, limit, or waive other agreements between the Parties currently existing or entered in the future unrelated to the Project.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Parties consent to the use of electronic signatures. The Agreement may be signed electronically by the City and HLCC in the manner specified by the City. HLCC is entitled to determine the manner in which HLCC shall execute the Agreement. 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.

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[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

PARKS-202683919-00
HIGH LINE CANAL CONSERVANCY

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

PARKS-202683919-00
HIGH LINE CANAL CONSERVANCY

By: _____

Signed by:

Suzanna Fry Jones

F21AA31D13E846C...

Name: Suzanna Fry Jones

(please print)

Title: Chief Executive Officer

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

EXHIBIT A

H I G H L I N E C A N A L

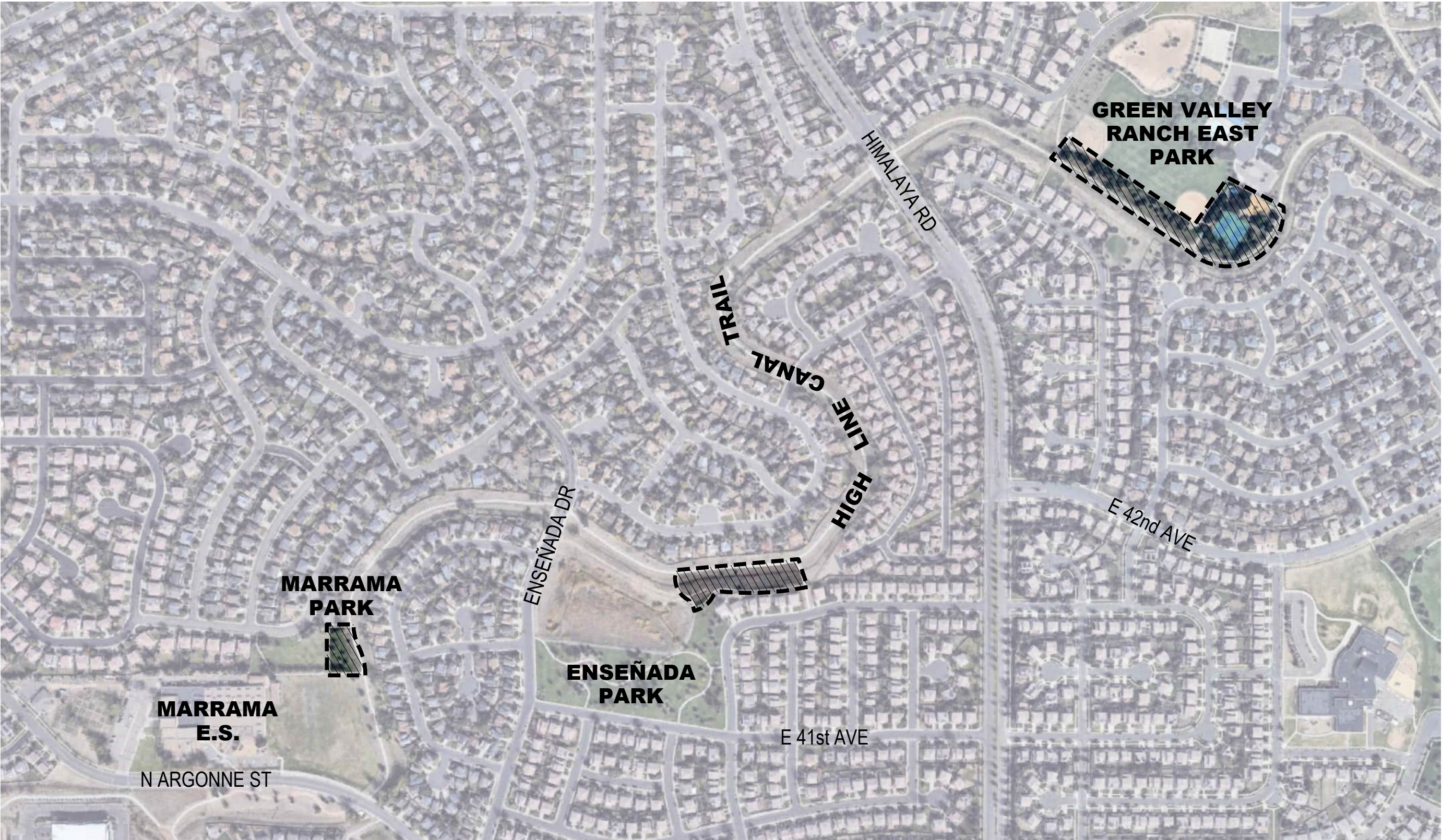
Canal Improvements Zones - Green Valley Ranch

MASTER ID: -
REVIEW ID: -

60% CONSTRUCTION DOCUMENTS (REVISED)
NOT FOR CONSTRUCTION

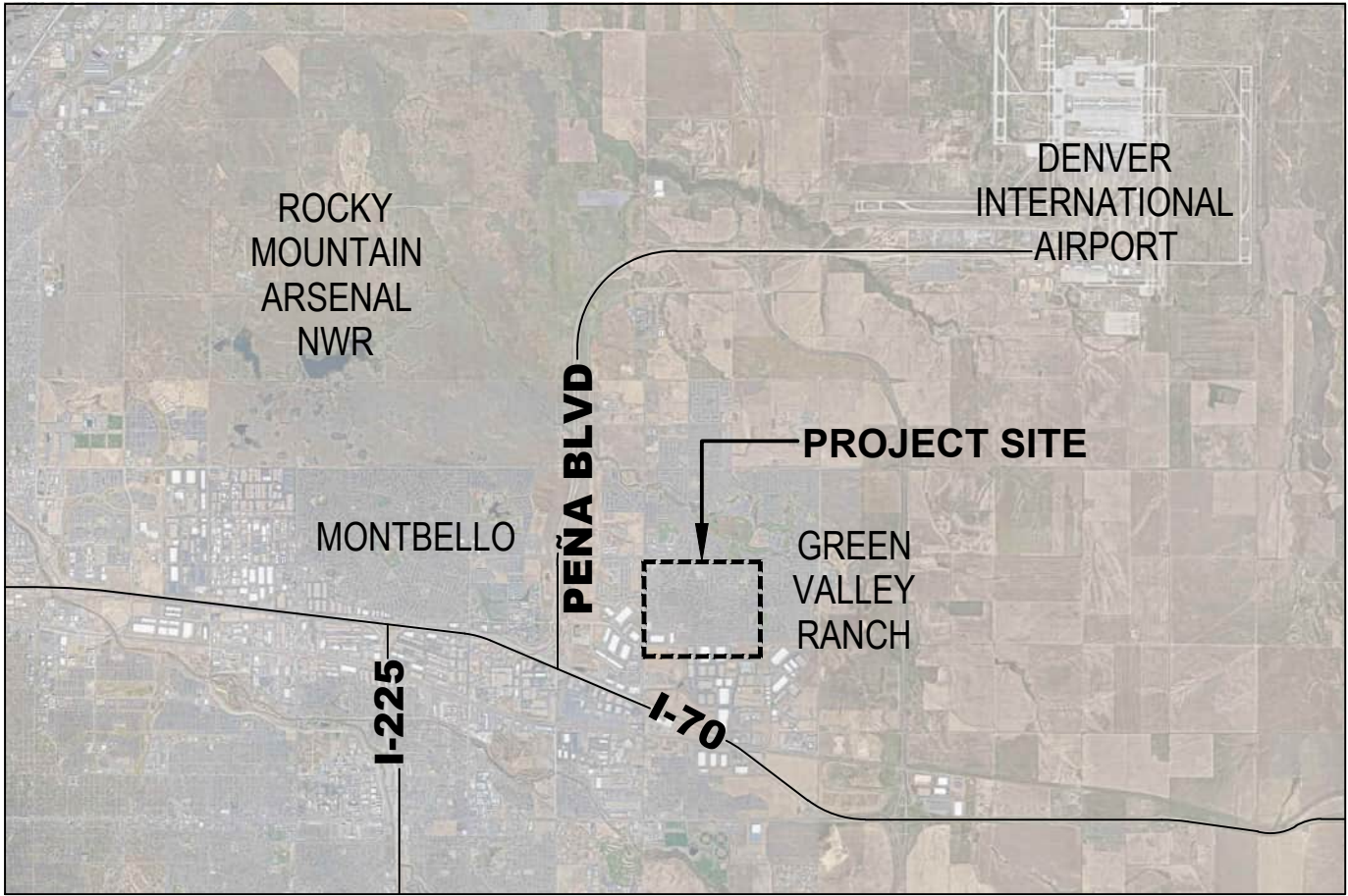
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GREEN VALLEY RANCH EAST DEMOLITION AND TREE PROTECTION PLAN	LD103
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VICINITY MAP

SCALE: NTS
NORTH

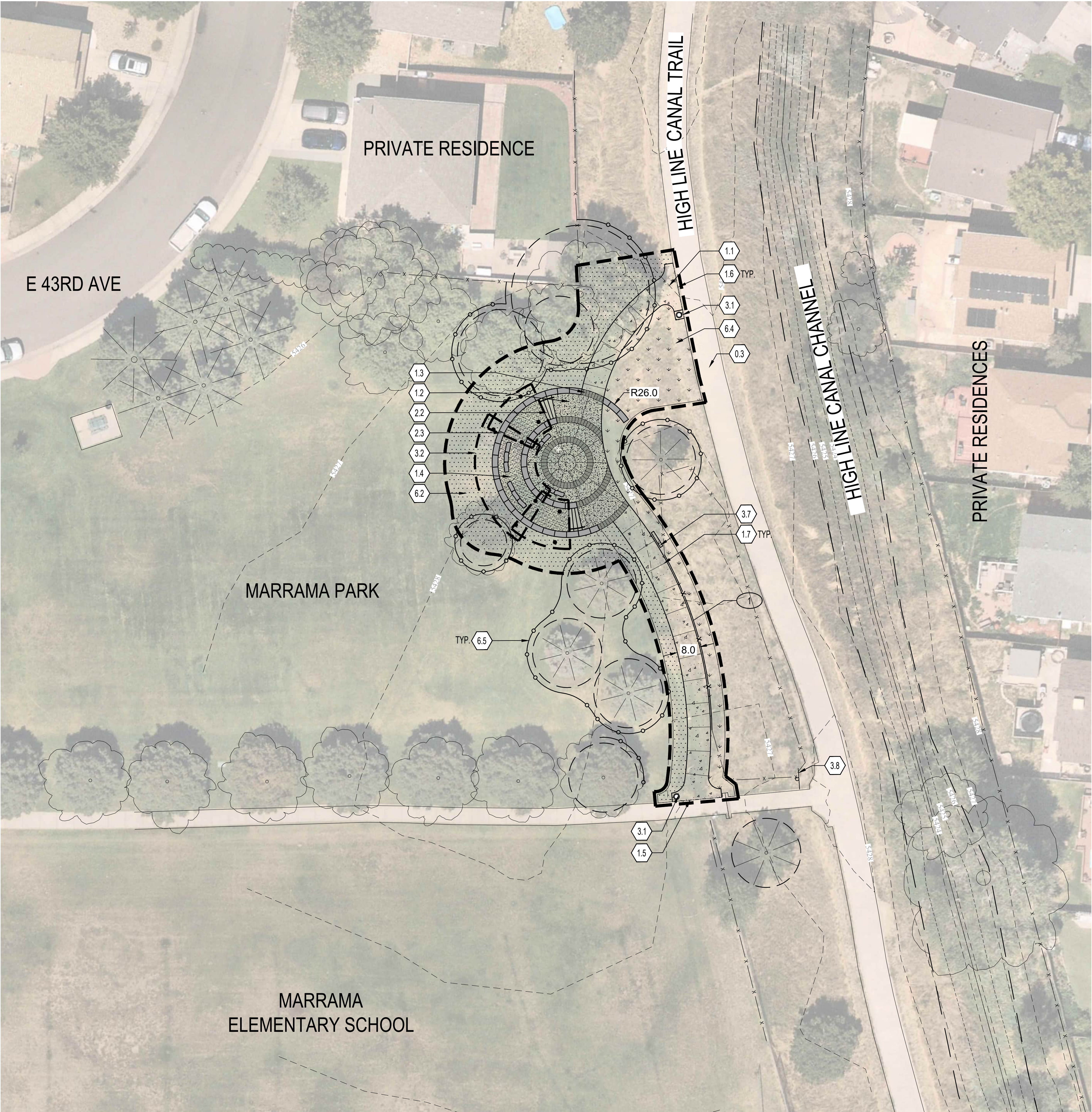


OCTOBER 2025

LANDSCAPE ARCHITECT /
PRIME CONSULTANT
Flow Design Collaborative, Inc.
Contact: Jay Henke
303 W 45th Ave
Denver, CO 80216
970.214.4078



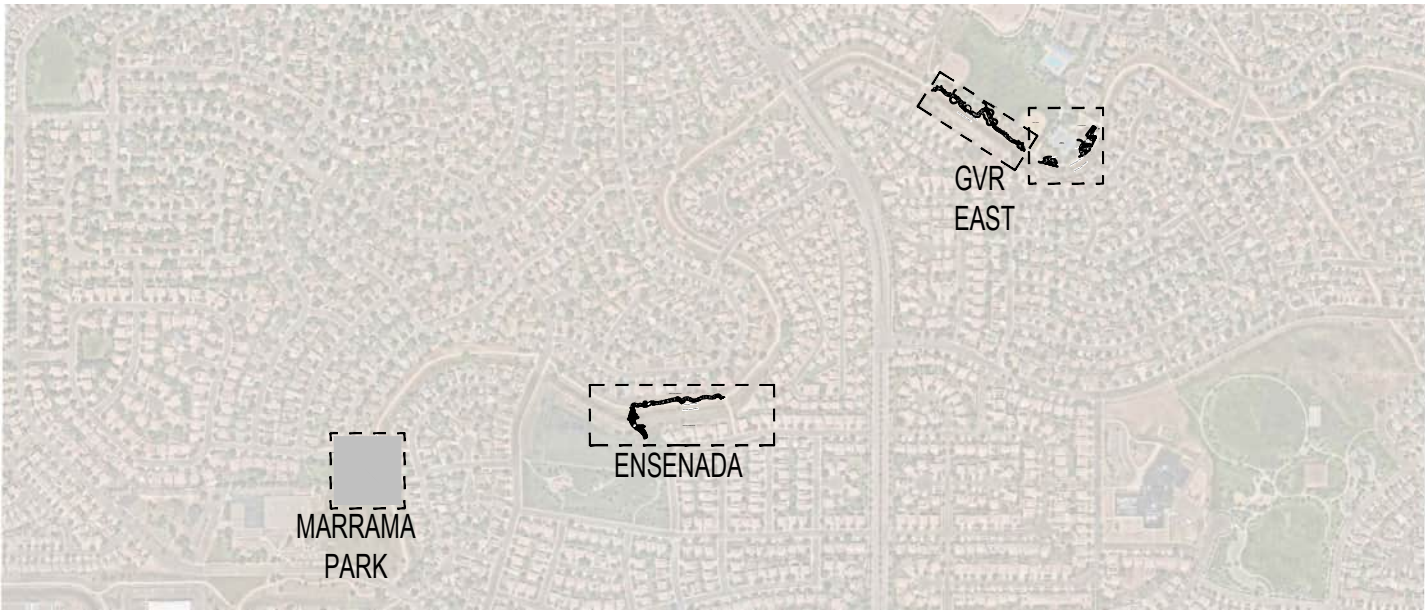
OWNER
High Line Canal Conservancy
Contact: Tracy Young
4010 E Orchard Rd
Centennial, CO 80121
720.767.2452



A MARRAMA PARK SITE PLAN
SCALE: 1"=20'-0"



KEY MAP



LEGEND

CONCRETE PAVING		LIMITS OF WORK	
CONCRETE PAVING - COLORED		TREE PROTECTION LIMITS	
CRUSHER FINES PAVING		CONSTRUCTION AND TREE PROTECTION FENCING	
TURF		BOULDER	
NATIVE SEED		CONTROL JOINT	
BIKE SKILLS COURSE		EXPANSION JOINT	
SANDSTONE BANDING		INFORMATIONAL SIGNAGE	
		WAYFINDING SIGNAGE	
		CULVERT	

SITE DETAIL KEYNOTES:

0.0	EXISTING CONDITIONS	
0.1	EXISTING IRRIGATION BOX	
0.2	EXISTING SIGN	
0.3	EXISTING CONCRETE PATH	
1.0	PAVING & SURFACING	DETAIL
1.1	CONCRETE PAVING - STANDARD	A / LS501
1.2	CONCRETE PAVING - COLORED	A / LS501
1.3	SANDSTONE BANDING	-
1.4	CRUSHED STONE PAVING	B / LS501
1.5	SKILLS COURSE SURFACING	E / LS505
1.6	SEALED EXPANSION JOINT	A / LS501
1.7	SAWCUT CONTROL JOINT	A / LS501
2.0	WALLS, CURBS & EDGERS	DETAIL
2.1	CONCRETE EDGER	E / LS501
2.2	SLAB STONE STEP	C / LS501
2.3	BOULDER AMPITHEATRE SEATING	D / LS501
3.0	SITE FURNISHINGS & SIGNS	DETAIL
3.1	LITTER & RECYCLING RECEPTACLE	A / LS502
3.2	SHADE STRUCTURE	A / LS503
3.3	SANDSTONE SEATING	F / LS501
3.4	BACKED BENCH	F / LS502
3.5	SIGN TYPE C: FLAT SMALL RULES KIOSK	C / LS502
3.6	SIGN TYPE K: RULES OF THE TRAIL	D / LS502
3.7	SIGN TYPE D: LARGE INTERPETIVE SIGN	G / LS502
3.8	RELOCATED SIGNAGE	H / LS502

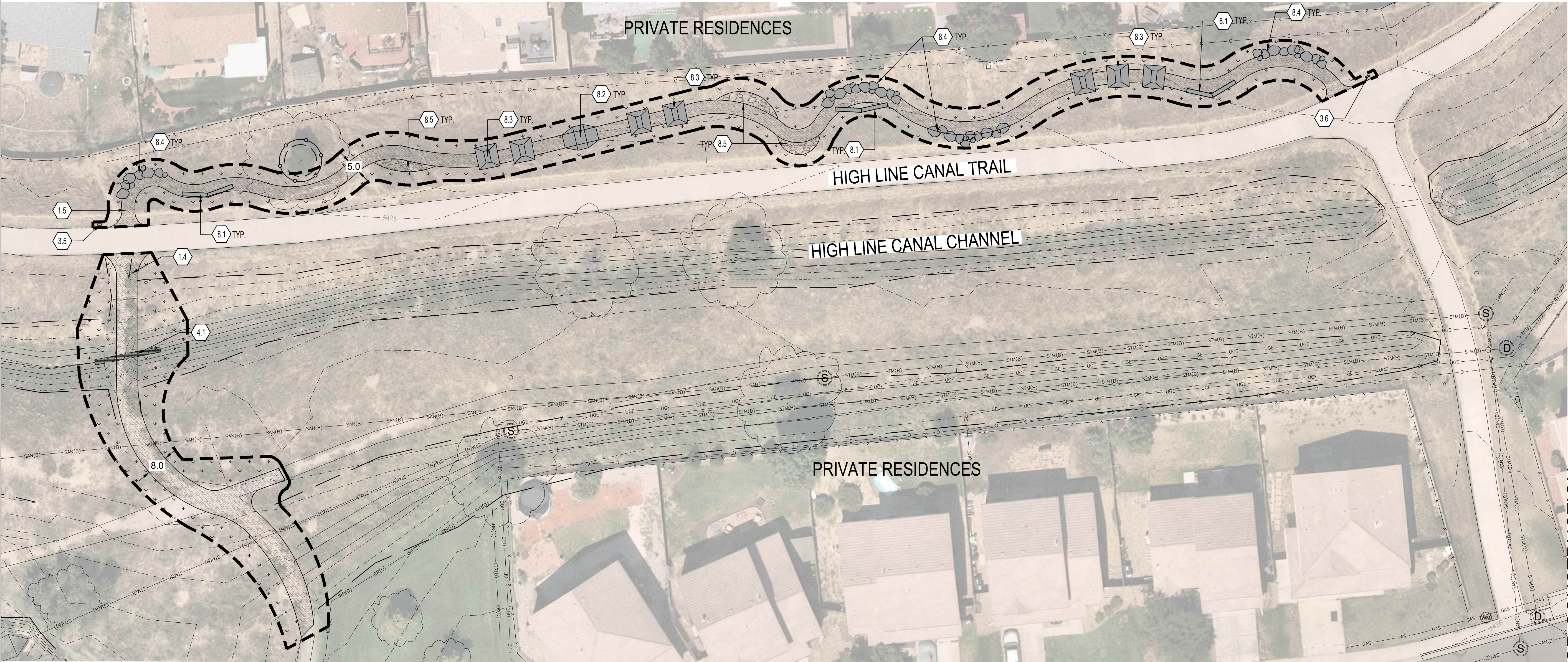
REFERENCE NOTES:

- 1 REPLACE REVEGETATION ESTABLISHMENT FENCE WHERE REMOVED.

NOT FOR CONSTRUCTION

CONCRETE PAVING		LIMITS OF WORK	
CONCRETE PAVING - COLORED		TREE PROTECTION LIMITS	
CRUSHER FINES PAVING		CONSTRUCTION AND TREE PROTECTION FENCING	
TURF		BOULDER	
NATIVE SEED		CONTROL JOINT	
BIKE SKILLS COURSE		EXPANSION JOINT	
SANDSTONE BANDING		INFORMATIONAL SIGNAGE	
		WAYFINDING SIGNAGE	
		CULVERT	

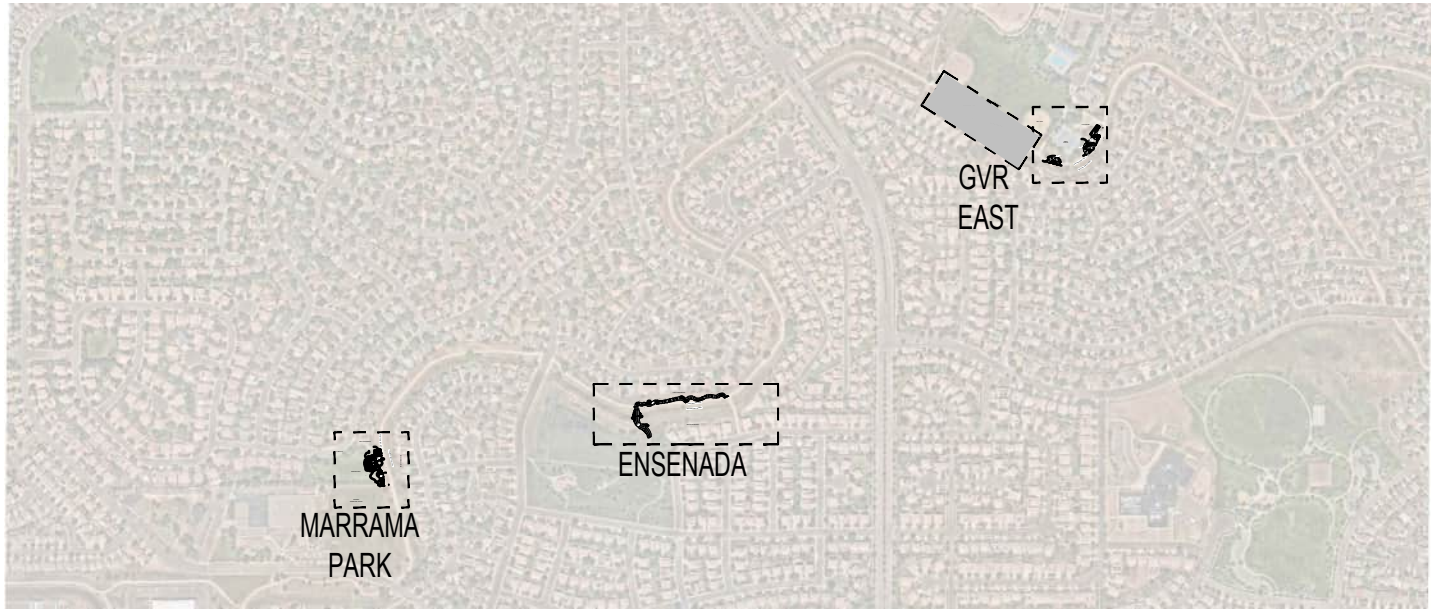
0.0	EXISTING CONDITIONS		4.0	DRAINAGE	DETAIL
0.1	EXISTING IRRIGATION BOX		4.1	TRAIL CROSSING CULVERT	G / LS501
0.2	EXISTING SIGN		5.0	SITE LIGHTING & ELECTRICAL	DETAIL
0.3	EXISTING CONCRETE PATH		5.X	NOT USED	
1.0	PAVING & SURFACING	DETAIL	6.0	PLANTING & LANDSCAPE	
1.1	CONCRETE PAVING - STANDARD	A / LS501	6.2	TURF AREA	RE: SPECS
1.2	CONCRETE PAVING - COLORED	A / LS501	6.3	NATIVE SEED - STANDARD UPLAND	RE: SPECS
1.3	SANDSTONE BANDING	-	6.4	NATIVE SEED - PRAIRIE PLANTING	RE: SPECS
1.4	CRUSHED STONE PAVING	B / LS501	7.16	THIRIVE 250' PLANTING	D / LS506
1.5	SKILLS COURSE SURFACING	E / LS505	8.0	BIKE SKILLS COURSE FEATURES	DETAIL
1.6	SEALED EXPANSION JOINT	A / LS501	8.1	LOG RIDE	F / LS505
1.7	SAWCUT CONTROL JOINT	A / LS501	8.2	DIRT TABLE TOP WITH ROCK ARMORED LIP	G / LS505
2.0	WALLS, CURBS & EDGERS	DETAIL	8.3	DIRT ROLLER DOUBLE	H / LS505
2.1	CONCRETE EDGER	E / LS501	8.4	ROCK GARDEN	I / LS505
2.2	SLAB STONE STEP	C / LS501	8.5	ROCK ARMORED BERM	JK / LS505
2.3	BOULDER AMPITHEATRE SEATING	D / LS501			
3.0	SITE FURNISHINGS & SIGNS	DETAIL			
3.1	LITTER & RECYCLING RECEPTACLE	A / LS502			
3.2	SHADE STRUCTURE	A / LS503			
3.3	SANDSTONE SEATING	F / LS501			
3.4	BACKED BENCH	F / LS502			
3.5	SIGN TYPE C: FLAT SMALL RULES KIOSK	C / LS502			
3.6	SIGN TYPE K: RULES OF THE TRAIL	D / LS502			
3.7	SIGN TYPE D: LARGE INTERPRETIVE SIGN	G / LS502			
3.8	RELOCATED SIGNAGE	H / LS502			



A ENSENADA PARK SITE PLAN
SCALE: 1"=20'-0"



KEY MAP

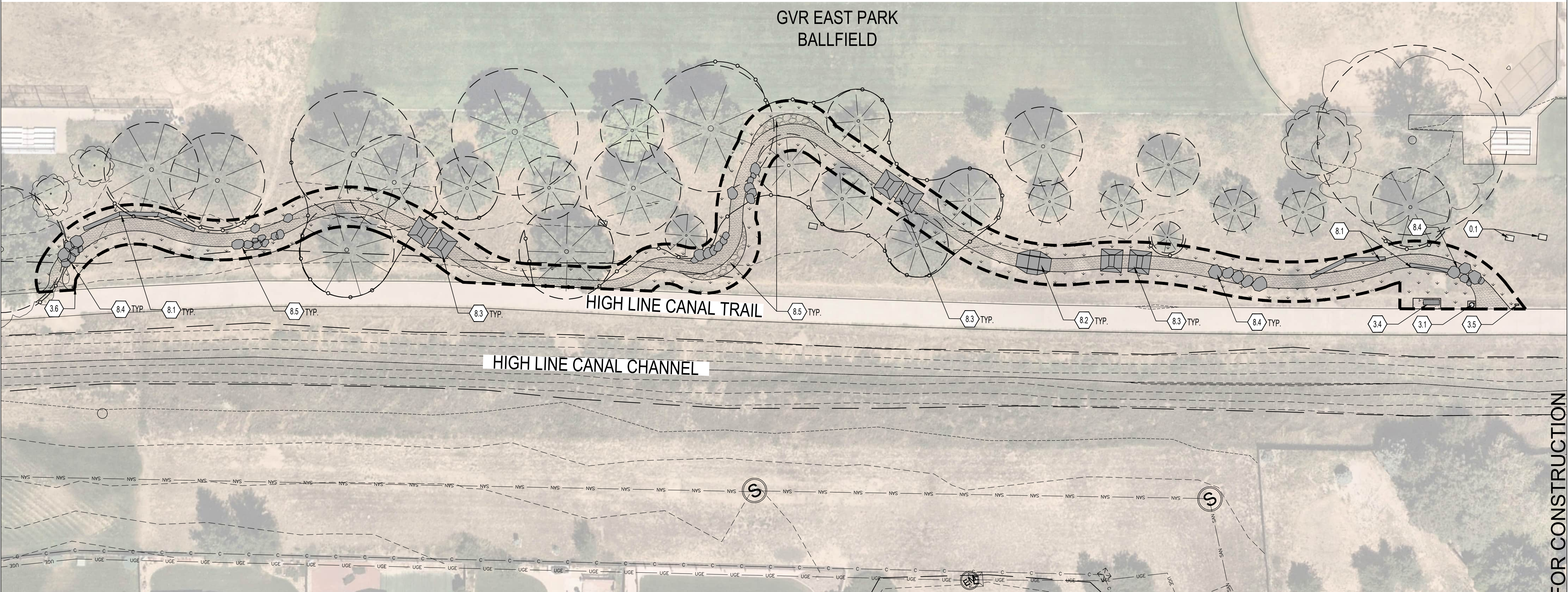


LEGEND

CONCRETE PAVING		LIMITS OF WORK	
CONCRETE PAVING - COLORED		TREE PROTECTION LIMITS	
CRUSHER FINES PAVING		CONSTRUCTION AND TREE PROTECTION FENCING	
TURF		BOULDER	
NATIVE SEED		CONTROL JOINT	
BIKE SKILLS COURSE		EXPANSION JOINT	
SANDSTONE BANDING		INFORMATIONAL SIGNAGE	
		WAYFINDING SIGNAGE	
		CULVERT	

SITE DETAIL KEYNOTES:

0.0	EXISTING CONDITIONS	
0.1	EXISTING IRRIGATION BOX	
0.2	EXISTING SIGN	
0.3	EXISTING CONCRETE PATH	
1.0	PAVING & SURFACING	DETAIL
1.1	CONCRETE PAVING - STANDARD	A / LS501
1.2	CONCRETE PAVING - COLORED	A / LS501
1.3	SANDSTONE BANDING	-
1.4	CRUSHED STONE PAVING	B / LS501
1.5	SKILLS COURSE SURFACING	E / LS505
1.6	SEALED EXPANSION JOINT	A / LS501
1.7	SAWCUT CONTROL JOINT	A / LS501
2.0	WALLS, CURBS & EDGERS	DETAIL
2.1	CONCRETE EDGER	E / LS501
2.2	SLAB STONE STEP	C / LS501
2.3	BOULDER AMPITHEATRE SEATING	D / LS501
3.0	SITE FURNISHINGS & SIGNS	DETAIL
3.1	LITTER & RECYCLING RECEPTACLE	A / LS502
3.2	SHADE STRUCTURE	A / LS503
3.3	SANDSTONE SEATING	F / LS501
3.4	BACKED BENCH	F / LS502
3.5	SIGN TYPE C: FLAT SMALL RULES KIOSK	C / LS502
3.6	SIGN TYPE K: RULES OF THE TRAIL	D / LS502
3.7	SIGN TYPE D: LARGE INTERPETIVE SIGN	G / LS502
3.8	RELOCATED SIGNAGE	H / LS502
4.0	DRAINAGE	DETAIL
4.1	TRAIL CROSSING CULVERT	G / LS501
5.0	SITE LIGHTING & ELECTRICAL	DETAIL
5.X	NOT USED	
6.0	PLANTING & LANDSCAPE	
6.2	TURF AREA	RE: SPECS
6.3	NATIVE SEED - STANDARD UPLAND	RE: SPECS
6.4	NATIVE SEED - PRAIRIE PLANTING	RE: SPECS
6.5	TREE PROTECTION	A / LD100
8.0	BIKE SKILLS COURSE FEATURES	DETAIL
8.1	LOG RIDE	F / LS505
8.2	DIRT TABLE TOP WITH ROCK ARMORED LIP	G / LS505
8.3	DIRT ROLLER DOUBLE	H / LS505
8.4	ROCK GARDEN	I / LS505
8.5	ROCK ARMORED BERM	JK / LS505





A GREEN VALLEY RANCH EAST PARK SITE PLAN
SCALE: 1"=20'-0"

KEY MAP



LEGEND

CONCRETE PAVING		LIMITS OF WORK	
CONCRETE PAVING - COLORED		TREE PROTECTION LIMITS	
CRUSHER FINES PAVING		CONSTRUCTION AND TREE PROTECTION FENCING	
TURF		BOULDER	
NATIVE SEED		CONTROL JOINT	
BIKE SKILLS COURSE		EXPANSION JOINT	
SANDSTONE BANDING		INFORMATIONAL SIGNAGE	
		WAYFINDING SIGNAGE	

SITE DETAIL KEYNOTES:

0.0	EXISTING CONDITIONS	
0.1	EXISTING IRRIGATION BOX	
0.2	EXISTING SIGN	
0.3	EXISTING CONCRETE PATH	
1.0	PAVING & SURFACING	DETAIL
1.1	CONCRETE PAVING - STANDARD	A / LS501
1.2	CONCRETE PAVING - COLORED	A / LS501
1.3	SANDSTONE BANDING	-
1.4	CRUSHED STONE PAVING	B / LS501
1.5	SKILLS COURSE SURFACING	E / LS505
1.6	SEALED EXPANSION JOINT	A / LS501
1.7	SAWCUT CONTROL JOINT	A / LS501
2.0	WALLS, CURBS & EDGERS	DETAIL
2.1	CONCRETE EDGER	E / LS501
2.2	SLAB STONE STEP	C / LS501
2.3	BOULDER AMPITHEATRE SEATING	D / LS501
3.0	SITE FURNISHINGS & SIGNS	DETAIL
3.1	LITTER & RECYCLING RECEPTACLE	A / LS502
3.2	SHADE STRUCTURE	A / LS503
3.3	SANDSTONE SEATING	F / LS501
3.4	BACKED BENCH	F / LS502
3.5	SIGN TYPE C: FLAT SMALL RULES KIOSK	C / LS502
3.6	SIGN TYPE K: RULES OF THE TRAIL	D / LS502
3.7	SIGN TYPE D: LARGE INTERPRETIVE SIGN	G / LS502
3.8	RELOCATED SIGNAGE	H / LS502
4.0	DRAINAGE	DETAIL
4.1	TRAIL CROSSING CULVERT	G / LS501
5.0	SITE LIGHTING & ELECTRICAL	DETAIL
5.X	NOT USED	
6.0	PLANTING & LANDSCAPE	
6.2	TURF AREA	RE: SPECS
6.3	NATIVE SEED - STANDARD UPLAND	RE: SPECS
6.4	NATIVE SEED - PRAIRIE PLANTING	RE: SPECS
6.5	TREE PROTECTION	A / LD100
7.0	OUTDOOR FITNESS EQUIPMENT	DETAIL
7.1	ACCESSIBLE HAND CYCLE	A / LS504
7.2	CAPTAIN'S CHAIR	B / LS504
7.3	PLYOMETRIC BOX (12")	C / LS504
7.4	SKILL TRAINER	D / LS504
7.5	ASSISTED HORIZONTAL CHIN-UP	E / LS504
7.6	CARDIO WALKER	F / LS504
7.7	ROMAN CHAIR SQUAT	G / LS504
7.8	STEP AROUND STATION	H / LS504
7.9	BALANCE BOARD STATION	I / LS504
7.10	CHEST PRESS	J / LS504
7.11	SHOULDER ROTATOR	K / LS504
7.12	STEP UP FITNESS STATION	L / LS504
7.13	BALANCE PLANK STATION	A / LS505
7.14	KNEE LIFT STATION	B / LS505
7.15	SIT UP/BACK EXTENSION	C / LS505
7.16	THRIVE 250	D / LS505
8.0	BIKE SKILLS COURSE FEATURES	DETAIL
8.1	LOG RIDE	F / LS505
8.2	DIRT TABLE TOP WITH ROCK ARMORED LIP	G / LS505
8.3	DIRT ROLLER DOUBLE	H / LS505
8.4	ROCK GARDEN	I / LS505
8.5	ROCK ARMORED BERM	J/K / LS505

NOT FOR CONSTRUCTION

EXHIBIT B
CONTRACTOR'S INSURANCE REQUIREMENTS

(1) **General Conditions:** Contractor 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 Contractor Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for at least three (3) years after the expiration or termination of the Contractor Agreement. 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 contain a valid provision or endorsement requiring notification to the City and County of Denver, as and where specified by the City, and the High Line Canal Conservancy ("HLCC") (the "Notification Parties") in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Notification Parties. 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, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Notification Parties by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, the Notification Parties must be notified by Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Contractor Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. Contractor 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 Contractor Agreement.

(2) **Proof of Insurance:** Contractor shall provide a copy of this Contractor Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Contractor Agreement prior to placement of coverages required under this Contractor Agreement. Contractor certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of this Contractor Agreement. The acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Contractor Agreement shall not act as a waiver of Contractor's breach of this Contractor Agreement or of any of the rights or remedies under this Contractor Agreement. Additional proof of insurance, including but not limited to policies and endorsements, may be required.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers, and HLCC's officials, officers, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages required under this Contractor Agreement, Contractor's insurer shall waive subrogation rights against the City and County of Denver and HLCC.

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Contractor Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request.

(6) **Workers' Compensation/Employer's Liability Insurance:** Contractor 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. Contractor expressly represents to the City and County of Denver and HLCC, as a material representation upon which the City and HLCC are relying, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during

any part of the term of this Contractor Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Contractor Agreement.

(7) **Commercial General Liability:** Contractor 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.

(8) **Business Automobile Liability:** Contractor 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 Contractor Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

(9) **Contractors Pollution Liability:** Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City and County of Denver and HLCC (Construction Contractor Only).

(10) **Professional Liability (Errors & Omissions):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. (Design Professionals Only).

(11) **Builders' Risk or Installation Floater:** Contractor 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, HLCC, Contractor, and sub-contractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City and County of Denver. (Construction Contractor Only).

(12) **Additional Provisions:**

(a) For claims-made coverage:

(i) 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 or HLCC, whichever is earlier.

(b) Contractor shall advise the City and HLCC in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

CONTRACTOR'S INDEMNIFICATION PROVISION

Defense and Indemnification

(a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City and HLCC, their respective 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 related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City and HLCC.

- (b) Contractor's duty to defend and indemnify City and HLCC shall arise at the time written notice of the Claim is first provided to City or HLCC regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
- (c) Contractor will defend any and all Claims which may be brought or threatened against City or HLCC and will pay on behalf of City or HLCC any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City or HLCC shall be in addition to any other legal remedies available to City or HLCC and shall not be considered City's or HLCC'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 HLCC's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.



EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2026

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 ISU Insurance Services of Colorado 1950 W Littleton Blvd. Suite 107 Littleton CO 80120		CONTACT NAME: Candace Hansen-Wolf PHONE (A/C, No, Ext): (303) 534-2133 FAX (A/C, No): (303) 892-5579 E-MAIL ADDRESS: cwolf@isuinsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 26-27 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		SPP111394209	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		SPP111394208	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers			SML134728208	01/01/2026	01/01/2027	Each Claim \$1,000,000 Aggregate Limit \$1,000,000

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

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with respects to the Commercial General Liability and Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver 201 W Colfax Ave 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2026

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 SCP Insurance Group Inc 9457 S UNIVERSITY BLV, HIGHLANDS RANCH, CO 80126	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com														
INSURED High Line Canal Conservancy 4010 E Orchard Rd Centennial, CO 80121	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Artisan and Truckers Casualty Company</td> <td>10194</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Artisan and Truckers Casualty Company	10194	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 208371527705904088D051126T181643

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	981337692	05/17/2026	05/17/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	N	981337692	05/17/2026	05/17/2027	\$

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

CERTIFICATE HOLDER

City and County of Denver
201 W Colfax Ave
Denver, CO 80202

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.

AUTHORIZED REPRESENTATIVE

Mark P. [Signature]

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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY SCP Insurance Group Inc		NAMED INSURED High Line Canal Conservancy 4010 E Orchard Rd Centennial, CO 80121
POLICY NUMBER 981337692		
CARRIER Artisan and Truckers Casualty Company	NAIC CODE 10194	EFFECTIVE DATE: 05/17/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2019 NISSAN FRONTIER 1N6AD0CW7KN749518

Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Rental Reimbursement	\$50 Per Day (\$1,500 Max)
Roadside Assistance	Selected w/\$0 Ded
Medical Payments	\$5,000 each person

Additional Information

Certificate holder is listed as an Additional Insured.