

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

This **ACCESS & USE PERMIT AGREEMENT** (“Agreement”) is entered, as the date set forth on the City’s signature page below (the “Effective Date”), by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation (the “City”) and **REGIONAL RAIL PARTNERS**, a joint venture partnership authorized to do business in the State of Colorado (“RRP”), whose mailing address is 1765 West 121st Avenue, Suite 400, Westminster, Colorado 80234.

RECITALS

- A. RRP is a contractor retained by the Regional Transportation District (“RTD”) to design and construct the North Metro Rail Line, including portions within the boundaries of the City and County of Denver.
- B. The City has previously conveyed title to RTD a rail corridor within and along the edge of Globeville Landing Park next to Union Pacific Rail Line (“Globeville Corridor”) and an aerial easement for the rail corridor across the South Platte River where it adjoins Globeville Landing Park (“Platte Crossing”).
- C. RRP needs temporary access through and use of an area of land within Globeville Landing Park parallel to the Globeville Corridor for construction staging and the construction of a bridge within the Platte Crossing and related work within the Globeville Corridor (referred to herein as the “RRP Project”) which will result in dirt hauling and grading work on the City Property, as provided in paragraph 4.e. of the Agreement below and in **Exhibit C** which is attached to this Agreement (referred to herein as the “Grading Work”) and for pedestrian and non-motorized vehicle traffic control on the portions of the South Platte Trail located within Globeville Landing Park, crossing the South Platte River and on the opposite bank going under the Union Pacific Rail Line (“Traffic Control”); collectively, the RRP Project, the Grading Work, and the Traffic Control are referred to herein as the “Work”.
- D. The area within Globeville Landing Park to be used for the RRP Project and the Grading Work is the yellow highlighted location depicted on the right of way plans attached to this Agreement as **Exhibit A** (referred to herein as the “City Property”), while the location and requirements for Traffic Control are shown in **Exhibit B**.
- E. By this Agreement, the City authorizes the temporary access and use of the City Property for the RRP Project and the Grading Work and the temporary access and use of the area in and around the South Platte Trail as shown on **Exhibit B**; RRP’s activities within the South Platte River or on other City property shall require separate authorization by the City or the appropriate City department or agency.
- F. Time is of the essence under this Agreement in that RRP needs to complete the bridge construction before high water flows in the South Platte River in the late spring of 2016,

and the City will be starting work on the Globeville Landing Outfall Project (referred to herein as the “GLO Project”) within and near the RRP Project site in the late spring.

- G. As a consequence, RRP agrees to expedite the Work, to assure it stays on schedule, and to coordinate and cooperate with the City’s Public Works Department and Parks and Recreation Department and the City’s contractors to assure that the Work does not result in any delays or adverse impacts on the GLO Project.

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

1. **PERMIT.** RRP and its officers, directors, employees, representatives, agents, consultants and contractors (hereinafter referred to collectively as “RRP”) are hereby permitted temporary access onto, and the use of, the City Property, as described in **Exhibit A**, for the RRP Project and the Grading Work, and access onto, and use of the South Platte River Trail for Traffic Control, as described in **Exhibit B**, as both are described in the Recitals and herein below (the “Permit”). **Exhibit A** and **Exhibit B** are attached to this Agreement and are incorporated herein by reference. RRP acknowledges and concedes that the exercise of this Permit by RRP shall be in accordance with, and subject to, the terms and conditions set forth in this Agreement.

2. **FEE; COSTS.** There is no fee for the Permit. RRP does agree to pay, and shall pay, the City, within five (5) days of the Effective Date of this Agreement, Twenty-One Thousand Dollars (\$21,000.00) in United States currency for the cost of site restoration on the City Property (“Restoration Costs”), as addressed in this Agreement below. RRP or such other party as determined by RTD, but not the City, shall be liable for all costs and expenses associated with the Work and the performance of this Agreement.

3. **BASIC TERMS & CONDITIONS.**
 - a. The Permit is granted only to allow RRP to perform the Work during the term of this Agreement and on the City Property depicted in **Exhibit A** and the Traffic Control location depicted in **Exhibit B**. The City shall have the right to control, monitor and establish procedures applicable to RRP’s access to and use of City Property and with respect to the Traffic Control. Particular conditions and limitations upon RRP’s access and use are provided in paragraph 4 below and **Exhibit B** and **Exhibit C**. The Permit does not authorize RRP to enter upon, or make any use of, any property other than the City Property.

 - b. Nothing in this Permit creates or recognizes a property interest on the part of RRP in or to the City Property. The Permit is not transferable and is exclusive only to the extent provided in this Agreement.

 - c. The City shall have the right, at the City’s sole discretion, to revoke or suspend this Agreement at any time. The City shall also have the right, at the City’s sole discretion, to impose and require additional terms or conditions, including charging costs or expenses incurred by the City, should RRP fail to comply with this

Agreement and the City does not elect to revoke the Agreement. Revocation shall not result in the refunding of any portion of the Restoration Costs if the revocation is for cause.

- d. This Agreement shall start on the Effective Date of this Agreement and shall expire on May 28, 2016. Because time is of the essence, no time extensions are anticipated. Unless other arrangements are agreed to in a signed writing with the Executive Director of the Denver Department of Public Works (“DPW”) and the Executive Director of the Denver Department of Parks and Recreation (“DPR”), RRP shall vacate the City Property, in accordance with this Agreement, on or before May 28, 2016. Failure to vacate the City Property or to obtain DPW and DPR consent for another arrangement as provided in paragraph 4.d below shall result in RRP being liable for any actual delay costs the City incurs for the GLO Project which are caused directly by RRP failing to vacate the City Property as provided herein.
- e. RRP 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 or related activities on City Property or the location of the Traffic Control. Any required manifest, license or permit shall be issued in RRP’s name. Any Work or related activity conducted by RRP pursuant to the terms of this Agreement shall be deemed to be taken only on RRP’s behalf and not as agent for any other party.
- f. Upon the Agreement becoming effective, a City employee, project manager, representative or contractor (“City Rep”) will be assigned to be RRP’s contact for coordination of the Work and related activities of RRP under this Agreement, notifications under this Agreement, and in the event of an emergency. The City Rep may be changed or other City Rep’s added at any time upon notice to RRP. RRP 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.
- g. RRP shall provide prior written notice to the City Rep before accessing City Property to start the Work and identify by name, address, telephone number, and email address a representative of RRP who will be available and responsive to the City Rep.
- h. All contractors, subcontractors, consultants, suppliers, laborers and agents retained on a contract or purchase order basis to perform some portion of the Work or to undertake any activities on or about City Property shall be regarded as being “RRP” under this Agreement, shall be subject to the terms and conditions of this Agreement, and 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 RRP, its officials, employees, contractors, subcontractors, consultants, suppliers, laborers or agents be regarded as working

for the City in any capacity nor shall they be regarded in any manner as being employees or contractors of the City.

- i. RRP shall develop and implement appropriate schedules, plans and protocols necessary for the Work and provide the City Rep with said schedules, plans and protocols for the Work to be performed. RRP shall conduct all aspects of the Work performed on City Property in accordance with all applicable federal and state laws, regulations, and ordinances, as well as all plans approved by RTD and other applicable State and federal authorities.
- j. RRP 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 or other actions of RRP. Persons shall include, without limitation, City officials, employees, volunteers, consultants, contractors, and agents.
- k. RRP shall not damage, destroy or harm any improvements on or about City Property and shall promptly repair or replace any improvements damaged as the result or in relation to the Work performed. RRP shall be solely responsible for locating and taking appropriate measures to protect all overhead, above ground and underground utilities, including without limitation gas, electrical, sewer, water, telephone, and cable, during the Work and any related activities on or about the City Property. RRP 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. The City will provide, upon request, any drawings or other documents it may have regarding the existence of such utilities in RRP's Work areas, but the City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to RRP.
- l. If RRP's Work or related activities on the City Property disturbs in any way the condition of Globeville Landing Park outside of the City Property or any other City-owned property, RRP shall restore, to the reasonable satisfaction of City Rep, the adversely impacted property to a condition similar to that which existed prior to the commencement of the Work by RRP under this Agreement.
- m. Written notice requirements are waived in the event of any emergency situation requiring immediate access or activities on the City Property, such as a major on-site accident, contamination exposure, utility damage, and security concerns. In the event of such an emergency, RRP shall provide verbal notice to the City Rep as soon as feasible and then follow up with written notice to the City Rep within twenty-four hours of such emergency. RRP shall be responsible for timely notifying and cooperating with the appropriate governmental authorities, as required by law, in the event of an emergency. The City shall have the right to instruct RRP's actions regarding the emergency response.

- n. At the time of expiration or revocation of this Agreement, RRP shall remove from the City Property all equipment, vehicles, temporary structures, road base, excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris and waste brought on site or generated by RRP on site and from and the location of the Traffic Control all equipment, vehicles, signs and barriers brought on site by RRP (“Personal Property”) and shall do so in compliance with federal, state and City regulatory requirements, standards, and guidelines. Alternatively, if RRP should fail to remove the Personal Property as provided herein, the City may perform such removal and RRP shall promptly reimburse the City for all costs incurred by the City.
- o. This Agreement is not effective until executed by the City’s Mayor and such other City officials as required by City Charter and by authorized officials of RRP. If permission by RTD is required in order for RRP to enter this Agreement, evidence of such permission must be provided to the City Rep before this Agreement is effective.

4. SPECIAL CONDITIONS OF ACCESS & USE. In addition to all other general terms and conditions set forth in this Agreement, the following terms and conditions are established.

- a. The Traffic Control described in **Exhibit B** must be put in place before any work is initiated within the Work Zone shown on **Exhibit B**. All Traffic Control measures, including barricades, signs, and flagging, are subject to changes required by the City Rep if the City Rep finds any of them to be inadequate.
- b. RRP shall take reasonable measures to secure the City Property from public access or tampering and for the protection of public health and environment during the RRP Project and Grading Work. Temporary chain-link fencing or interlocking and impenetrable barricades, at least six feet (6’) in height, are required along the edge of the City Property next to the remainder of Globeville Landing Park. Exclusive use of the City Property can only be assured by RRP’s strict compliance with this provision. The City assumes no liability for public misconduct, theft or vandalism.
- c. Trees located outside or on the edge of the City Property and must be appropriately and sufficiently protected by RRP from the Work to be performed on the City Property. Protection, which may include fencing or barriers around the trees, must be approved by the City Rep and installed prior to the start of any Work on the City Property. RRP shall be liable for the costs of replacing any protected trees that it damages as the result of the Work.
- d. RRP recognizes and affirms that the Globeville Landing Outfall (GLO) Project may be constructed concurrently with the RRP Project and the Grading Work. In order for the both projects to proceed within the Globeville Landing Park without impairing the ability of any project’s contractor to perform, RRP shall coordinate and cooperate with the Globeville Landing Outfall (GLO) Project Manager and the

City Rep so as to interface the respective construction schedules, to establish crucial milestone dates for project progress, and to address measures needed to avoid conflicts between the projects. Any request by RRP to extend the expiration date of the Permit for RRP's continued use of all or part of the City Property must be timely submitted in writing to the GLO Project Manager and the City Rep so they can present the requests, with their recommendations, to the Executive Directors of DPW and DPR, who have the absolute discretion to approve, approve with conditions and restrictions, or deny the time extension request. If the time extensions are approved, including approval with conditions and restrictions, RRP understands and agrees that the GLO Project shall have priority over the RRP Project and that the final Grading Work must be timely completed as needed for the GLO Project to proceed. Additionally, any actual and direct delay or acceleration costs incurred by the GLO Project due to such conflicts shall be paid for by RRP.

- e. It is understood and agreed that in order for RRP to undertake the RRP Project, RRP must haul clean dirt fill onto the City Property, grade and compact the dirt fill in order to allow access and operation of vehicles and heavy equipment for bridge construction on the South Platte River, and then remove all of the dirt fill without removing any existing on-site dirt or changing existing grades on the City Property, all of which must be done before May 28, 2016 and in accordance with this Agreement ("Grading Work"). The hauling and grading plan for this Grading Work is described and depicted in **Exhibit C** (2 pages) attached to this Agreement and incorporated herein by reference. RRP shall comply with the hauling and grading plan contained in **Exhibit C** unless RRP requests and obtains prior approval for changes to this hauling and grading plan from the GLO Project Manager and the City Rep.
- f. At the completion of the RRP Project and prior to May 28, 2016, the City Property shall be re-stored uniformly to substantially conform to the ground elevations that existed within the City Property prior to the initiation of the Grading Work. Any proposed alterations or changes to the final grade on the City Property not in accord with the prior ground elevations must be approved by the GLO Project Manager and the City Rep.
- g. Other than the Grading Work described in paragraphs 4.e. and f. above, RRP is not required to restore the City Property to its original vegetative condition. Instead, RRP has agreed to pay the Restoration Costs as stated in paragraph 2 above. This provision shall not, however, relieve RRP of its obligations under paragraphs 3.k. and l. above or from its obligations to comply with erosion control and water quality permitting requirements for the RRP Project.
- h. RRP acknowledges that Globeville Landing Park is included in the I-70/Vasquez Boulevard Superfund Site and that, with respect to RRP's use of the City Property under this Agreement, RRP accepts the property "as is," with all existing physical and environmental conditions. RRP shall be solely liable for all costs and expenses

associated with any Hazardous Materials, as defined below, that RRP brings onto the City Property or that are exposed or otherwise requiring remedial action as a consequence of the Work and, in particular, the Grading Work. RRP shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the Work (collectively, “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “**Hazardous Materials**” shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute. The obligations set out in this paragraph 4.h. shall survive the expiration or revocation of this Agreement.

- i. RRP shall assume all liability for proper manifesting and management of all waste and, in particular, Hazardous Materials generated or uncovered by RRP in the course of the Work or related activities. RRP 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. RRP 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. RRP shall remove all Hazardous Materials and other waste associated with the Work or related activities from the City Property on or before the expiration or revocation of this Agreement or any subsequent extension thereof. City shall not own or be responsible for and does not take legal title to any of the Hazardous Materials and other waste associated with the Work.
- j. It is not anticipated that the Grading Work will result in any soil currently existing on site within the City Property will be excavated or otherwise disturbed as part of the Work. In the event that existing soil on the City Property is excavated or disturbed and it contains Hazardous Materials or other waste, this contaminated soil must be removed from the City Property and legally disposed of in accordance with paragraph 4.i. above. Any soil brought on the City Property by RRP for Grading Work 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 City Rep in consultation with the City’s Department of Environmental Health (“DEH”). To this end, RRP shall:

- (1) Prior to placement of the fill, inform DEH of the source area(s) of the clean fill material and provide environmental data regarding the source of the fill, such as a Phase 1 report or other environment assessment, or verification it is being obtained from a quarry.
- (2) Place material as a marker on top of the current site surface.
- (3) Perform TCLP analysis of the import material to verify no leachability to existing media. Analyze for the constituents in EPA's toxicity characteristic list 40 CFR Section 261.24 - Toxicity characteristic <https://www.gpo.gov/fdsys/pkg/CFR-2012-title40-vol27/xml/CFR-2012-title40-vol27-sec261-24.xml>.
- (4) Arrange for a competent environmental professional/Certified Asbestos Building Inspector (CABI) to be on-site for oversight and verification. If the imported fill material is not from a quarry, then the environmental professional/CABI will be at the import zone and export zone. Documentation and certification from this individual will be provided to DEH.
- (5) Provide a closure report when the fill material is removed.
- (6) Allow for inspection by and verification from DEH at any time.

5. INSURANCE:

- a. General Conditions: RRP shall secure, at or before the time of execution of this Agreement, the following insurance covering all Work and related activities under this Agreement. RRP shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and for three (3) years after the expiration or revocation of the 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, RRP shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by RRP. RRP 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 RRP. RRP 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:** RRP shall provide a copy of this Agreement to its insurance agent or broker. Except as authorized by a permit previously issued to RRP, RRP may not commence Work under this Agreement prior to placement of coverage. RRP has delivered a certificate of insurance, in the form as set forth in **Exhibit D** to this Agreement (an ACORD certificate), and hereby certifies that said certificate complies with all insurance requirements of this Agreement. 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 any of the City's rights 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, Business Auto Liability, and Contractors Pollution Liability, RRP's insurer(s), and any subcontractors' 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, RRP's insurer shall waive subrogation rights against the City.
- e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities performing Work under this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of RRP. RRP 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. RRP shall provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- f. **Workers' Compensation/Employer's Liability Insurance:** RRP shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of at least \$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. RRP expressly represents to the City, as a material representation upon which the City is relying upon in issuing this Agreement, 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 Agreement, and that any such rejections previously effected, have been revoked as of the date the RRP signs this Agreement.
- g. **Commercial General Liability:** RRP shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000

for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

- h. **Business Automobile Liability:** RRP shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing the Work under this Agreement. If transporting 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.
- i. **Contractors Pollution Liability Including Errors and Omissions:** If the transportation of hazardous material or regulated substances is not covered under paragraph 5.h. above, RRP shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include coverage for errors and omissions, bodily injury, property damage, defense costs, cleanup costs, and completed operations.
- j. **Excess Liability:** RRP shall maintain Excess Liability coverage as specified in the Certificate of Insurance attached as **Exhibit D**.
- k. **Additional Provisions:**
 - (1) For Commercial General Liability and Contractors Pollution Liability, the policies must provide the following:
 - (a) That this Agreement is an Insured Contract under the policy;
 - (b) Defense costs are outside the limits of liability;
 - (c) A severability of interests or separation of insureds provision (no insured v. insured exclusion); and
 - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
 - (2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
 - (3) RRP shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the RRP's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, RRP shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

6. **DEFENSE & INDEMNIFICATION.**

- a. RRP shall defend, indemnify, and hold harmless the City, its appointed and elected officials, employees and agents, against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from or relating to the exercise of this Agreement, any work performed or activities undertaken, or financial liability incurred by RRP in relation to this Agreement, and the occupancy or use of any portion of the City Property or any other City-owned property (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity and duty to defend shall be interpreted in the broadest possible manner to indemnify and protect the City for any acts or omissions of the RRP, 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. RRP’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. RRP’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
 - c. RRP will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
 - d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of RRP under the terms of this indemnification obligation. RRP shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
 - e. This defense and indemnification obligation shall survive the expiration or revocation of this Agreement.
- 7. COMPLIANCE WITH LAWS.** RRP and all persons performing work by, through or under RRP 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 RRP.
- 8. GOVERNMENTAL APPROVALS AND CHARGES.** RRP shall obtain and maintain, at its sole cost, and comply with all permits or licenses (federal, state, or local) required for the Work to be performed under this Agreement. RRP shall pay promptly all taxes, excises, license fees, and permit fees and charges of whatever nature applicable to the Work and shall not permit any of said taxes, excises or license or permit fees to become delinquent

or to fail to pay any penalties or fines assessed with respect to the Work. The City shall not be liable for the payment of fees, charges, taxes, late charges, penalties or fines of any nature related to the Work. RRP hereby indemnifies and saves harmless the City for the extent of any and all liability for fees, charges, taxes, late charges, penalties or fines resulting from RRP's failure to comply with this paragraph 8. This indemnification obligation shall survive the expiration or revocation of the Agreement.

9. LIENS & OTHER ENCUMBRANCES. RRP shall not permit any mechanic's or materialman's liens or any other liens to be imposed upon City Property due any worker for labor performed or materials or equipment furnished by any person or legal entity to or on behalf of RRP, 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. RRP 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. RRP 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. RRP hereby indemnifies and saves harmless the City for the extent of any and all liability for payments, expenses, interests, and penalties resulting from RRP's failure to comply with this paragraph 9. This indemnification obligation shall survive the expiration or revocation of the Agreement.

10. NOTICES. All notices required to be given to the City or RRP hereunder shall be in writing and provided by personal delivery or sent by certified mail, return receipt requested, to:

City:

Executive Director
Department of Parks and Recreation
201 West Colfax Ave., Dept. 601
Denver, Colorado 80202

Executive Director
Department of Public Works
201 West Colfax Ave., Dept. 608
Denver, Colorado 80202

with copies to the City Rep and the GLO Project Manager.

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

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to RRP or the City. Daily communications and coordination between the City Rep and the GLO Project Manager, on the one hand, and the representative of RRP and its contractor,

on the other hand, may be telephone or email, if so allowed under this Agreement and as agreed by these representatives.

11. **GOVERNMENTAL IMMUNITY.** Nothing in any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the City against third parties by law.
12. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of the Work under this Agreement, RRP 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, or physical or mental disability; and RRP further agrees to insert the foregoing provision in all approved contracts and subcontracts hereunder.
13. **ENTIRE AGREEMENT.** This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the parties. The parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
14. **AMENDMENT.** Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the parties in the same manner as this Agreement.
15. **NO ASSIGNMENT.** RRP shall not assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the City.
16. **SEVERABILITY.** If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court.
17. **AUTHORITY TO EXECUTE.** The person signing for RRP warrants that he or she has the complete authority to sign on behalf of and bind RRP.

- 18. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** RRP consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Sheet Revisions		
Date	Description	Initials
06-27-13	Released for RFP	SOO
08-08-13	Added Parcels NM-3D, NM-3E & NM-3F	JSX
02-23-14	Update	MAH
04-23-14	Update	MAH

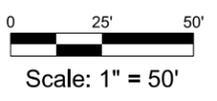
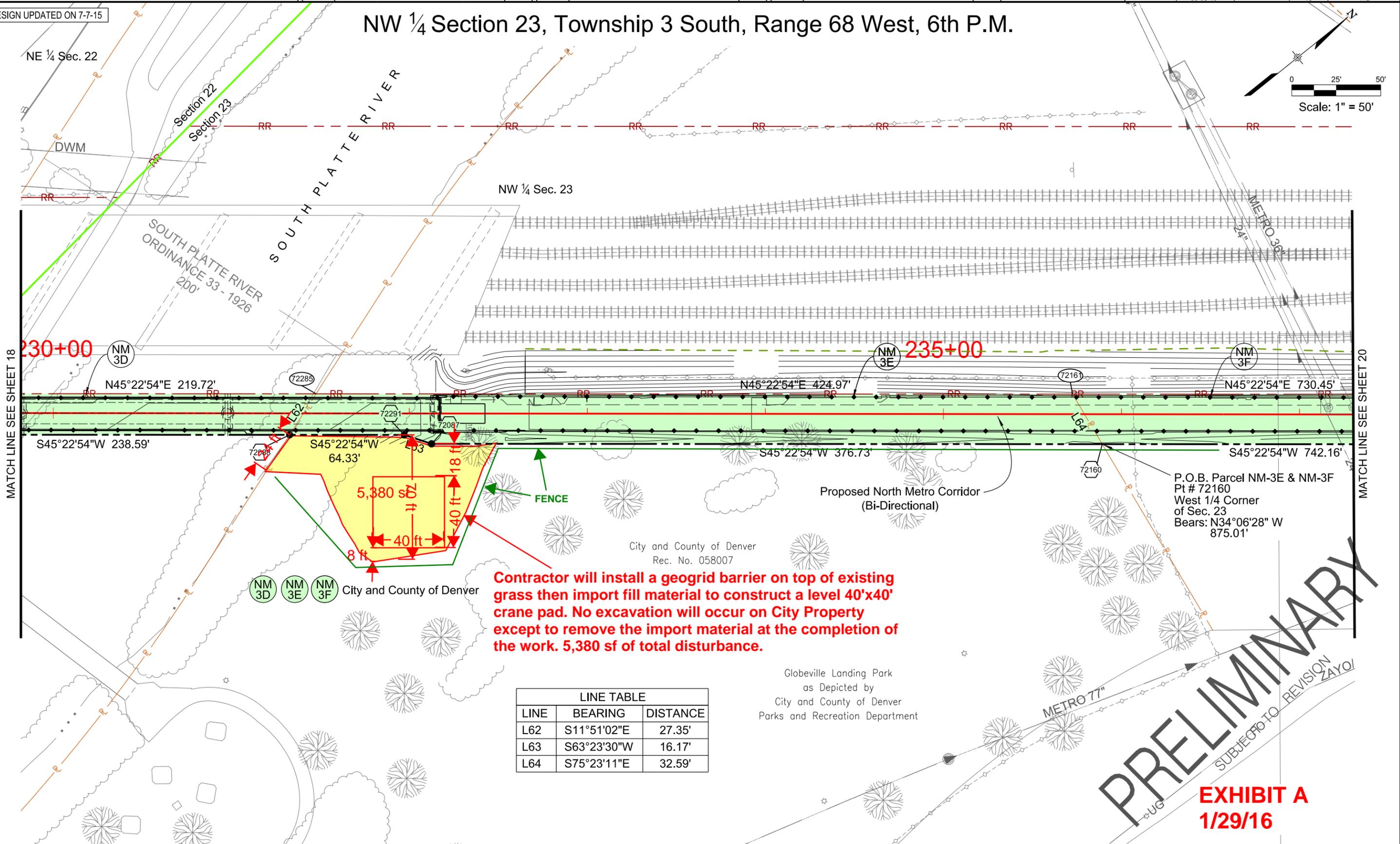
Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Right of Way Plans Plan Sheets				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Phase I, Segment I				
Project Code	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	08-08-13		19	172

DESIGN UPDATED ON 7-7-15

NW 1/4 Section 23, Township 3 South, Range 68 West, 6th P.M.



Contractor will install a geogrid barrier on top of existing grass then import fill material to construct a level 40'x40' crane pad. No excavation will occur on City Property except to remove the import material at the completion of the work. 5,380 sf of total disturbance.

LINE TABLE		
LINE	BEARING	DISTANCE
L62	S11°51'02"E	27.35'
L63	S63°23'30"W	16.17'
L64	S75°23'11"E	32.59'

PRELIMINARY
SUBJECT TO REVISION ZAYOI

EXHIBIT A
1/29/16

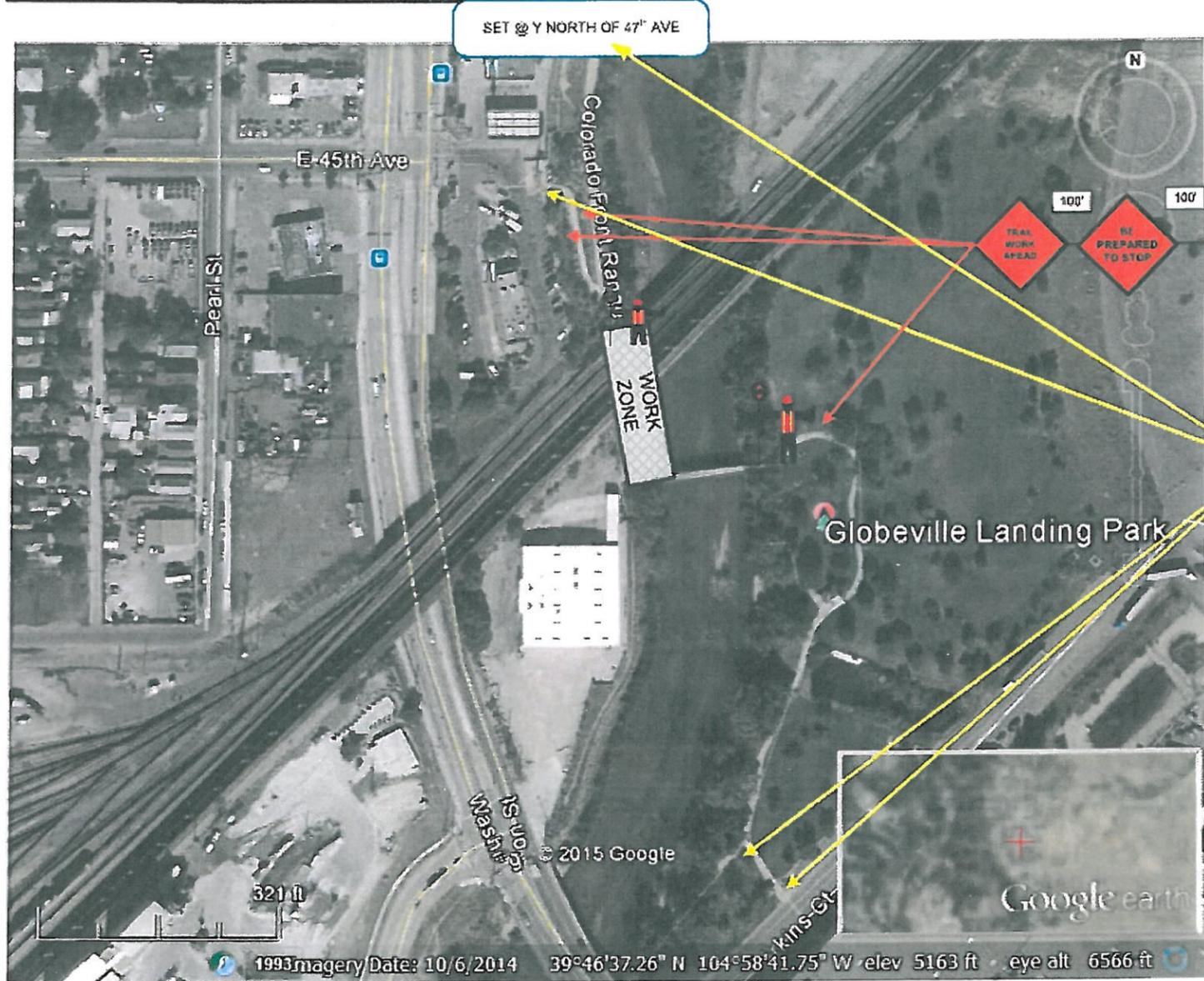
7/17/2015 9:22:34 AM K:\072120_Fastracks\NORTH METRO\dgn\ROW\Plan_Sheets\NM-VR-PL013\PLN.dgn

OWNER: RRP - REGIONAL RAIL PARTNERS FASTRACKS		
PROJECT NAME: DENARGO- NORTH METRO RAIL LINE		
PRIME CONTRACTOR: RRP / RALPH L WADSWORTH	TRAFFIC CONTROL CONTRACTOR: MILE HIGH TRAFFIC CONTROL	
PHONE: 720-456-5279 / 801-309-0891	MHT #: MHT #RLW-C 1	PHONE: 303-979-8849
PREPARED BY: DCB La NITE, 720-317-4476 CREATED 10/18/2015		

DUS TO SKYBRIDGE NORTH METRO RAIL LINE PROJECT
 PROJECT # 70018 PHASE 1, SEGMENT II RTD CONTRACT #
MHT # RLW-C GLOBEVILLE LANDING TRAIL WORK - with FLAGGERS
 NOT DRAWN TO SCALE

NOTES

WORK IS PERMITTED ON A 24/7 BASIS
 AREAS UNDER CONSTRUCTION WILL BE ILLUMINATED AT NIGHT
 EVEN WHEN WORK IS NOT BEING PERFORMED.
 UP TO 10 MINUTES OF "CLOSED PATH" TIME ALLOWED AT A TIME
 NO SPEED REDUCTION UNLESS OTHERWISE DIRECTED.
 FLAGGER WILL SET CONES ACROSS PATH TO CLOSE
 IF EXISTING PATH SEPARATES PEDESTRIANS FROM BICYCLES,
 WILL NEED TO DO SO ON TEMPORARY PATH PROVIDED
 UTILIZING CHANNELING DEVICES AS NEEDED.
 CONSTRUCTION, ORANGE PLASTIC, FENCE WILL SURROUND ALL
 MATERIALS & EQUIPMENT WHEN NOT IN USE.
 BE PREPARED TO STOP & THE FLAGGER SIGN WILL BE
 REMOVED WHEN NOT IN USE. ALL OTHERS TO REMAIN.
 SPECIAL SIGNS WILL TAKE 7-10 DAYS TO HAVE CUSTOM MADE.



TRAIL CONSTRUCTION NOTICE
 NOV 1 2015 - MAY 1 2016

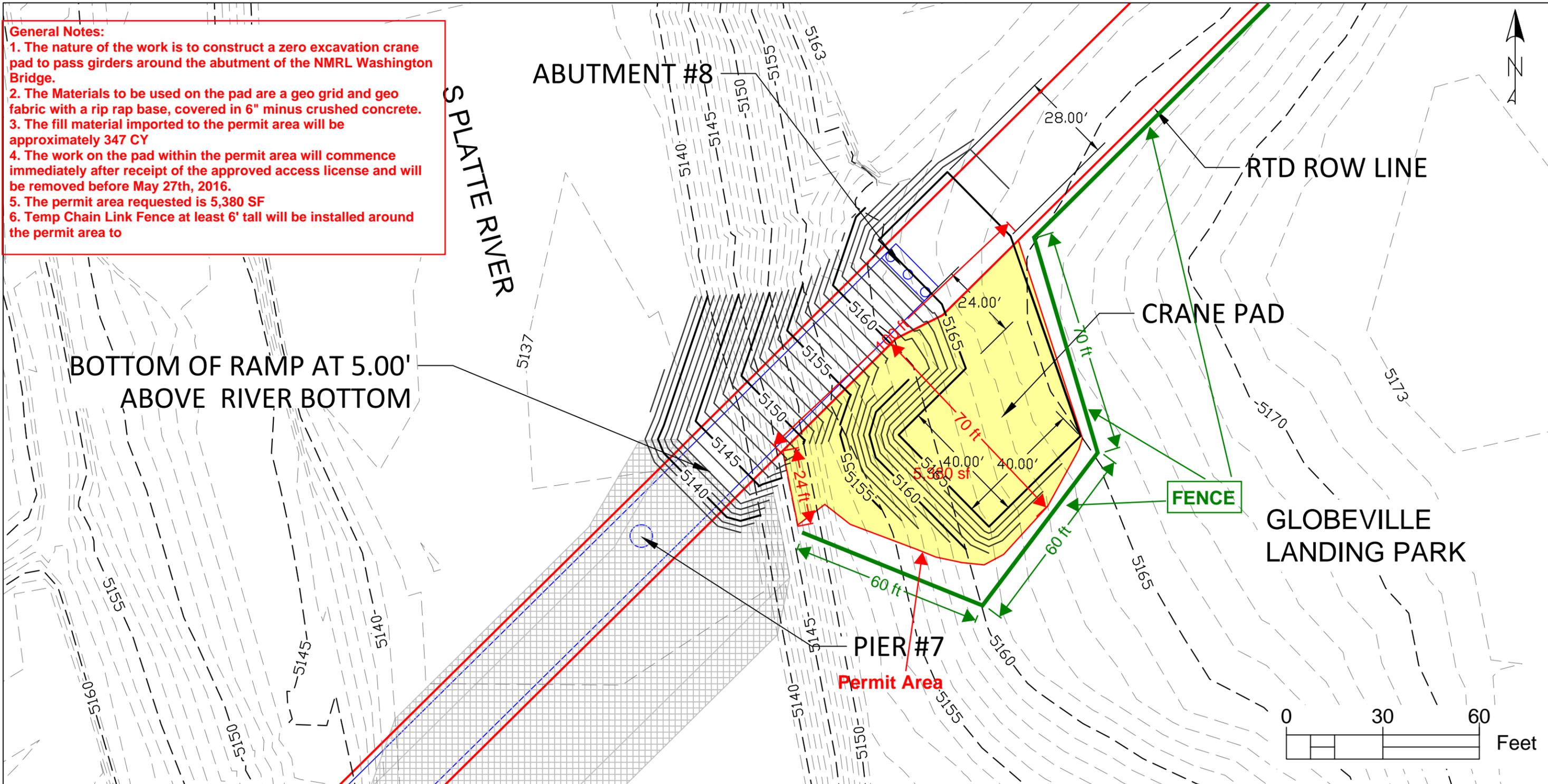
BE ADVISED SECTIONS OF TRAIL WILL HAVE
 SHORT TERM CLOSURES YOU MAY BE
STOPPED UP TO 10 MINUTES

CONSTRUCTION IS POSSIBLE 24/7
 PLEASE USE CAUTION &
 OBEY TRAFFIC CONTROL

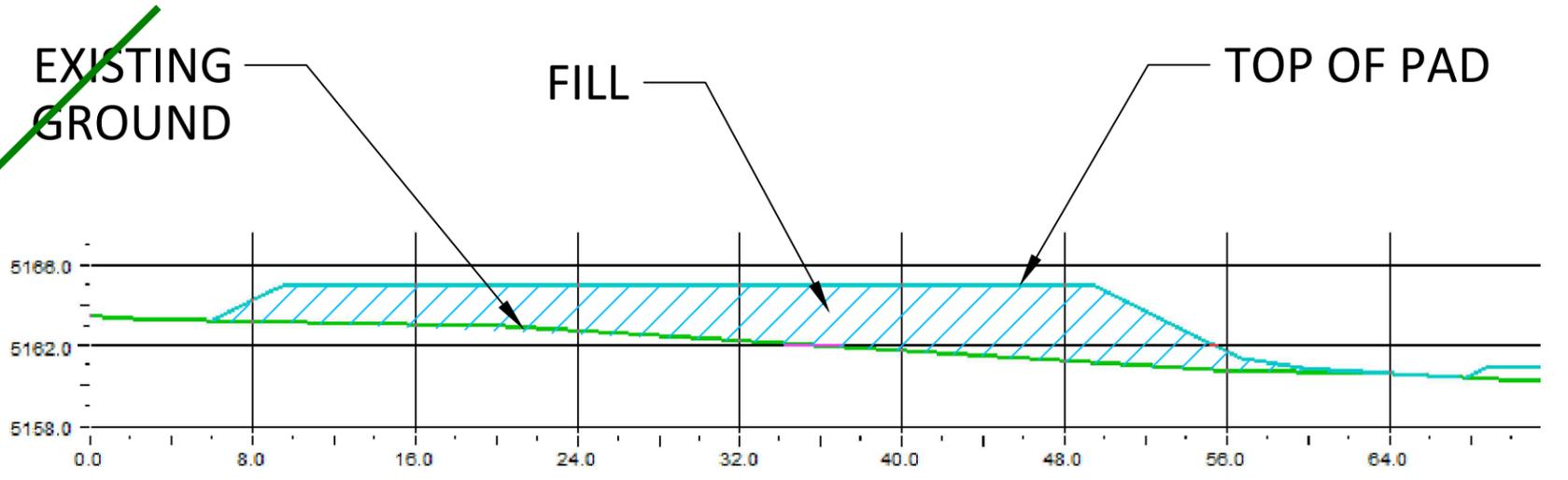
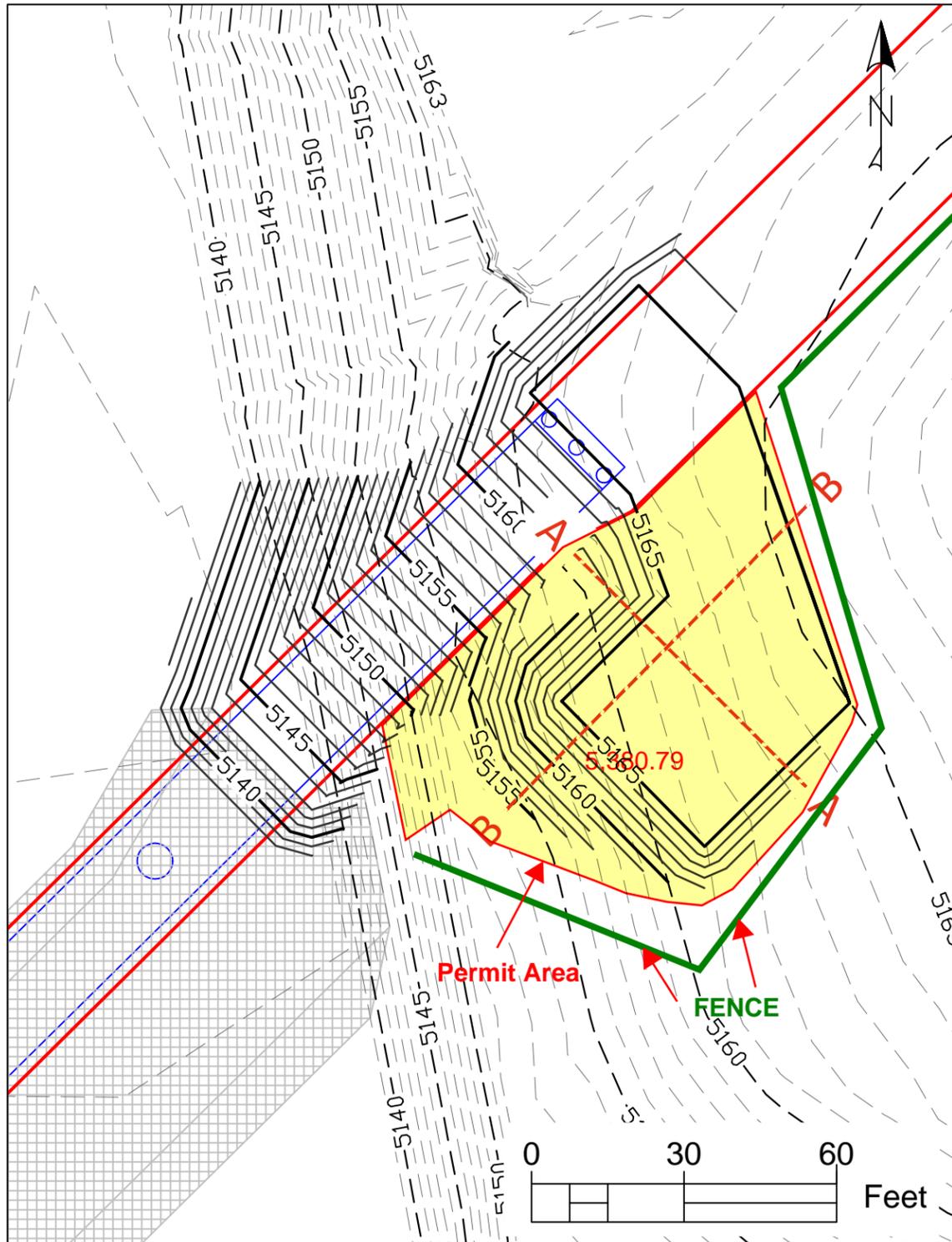
RALPH L WADSWORTH THANKS YOU
 720-456-5279

SPECIAL NOTICE SIGN
 Actual wordage to be determined by project engineer & Denver Parks & Recreation dept.
 Placed at each entry point to trail

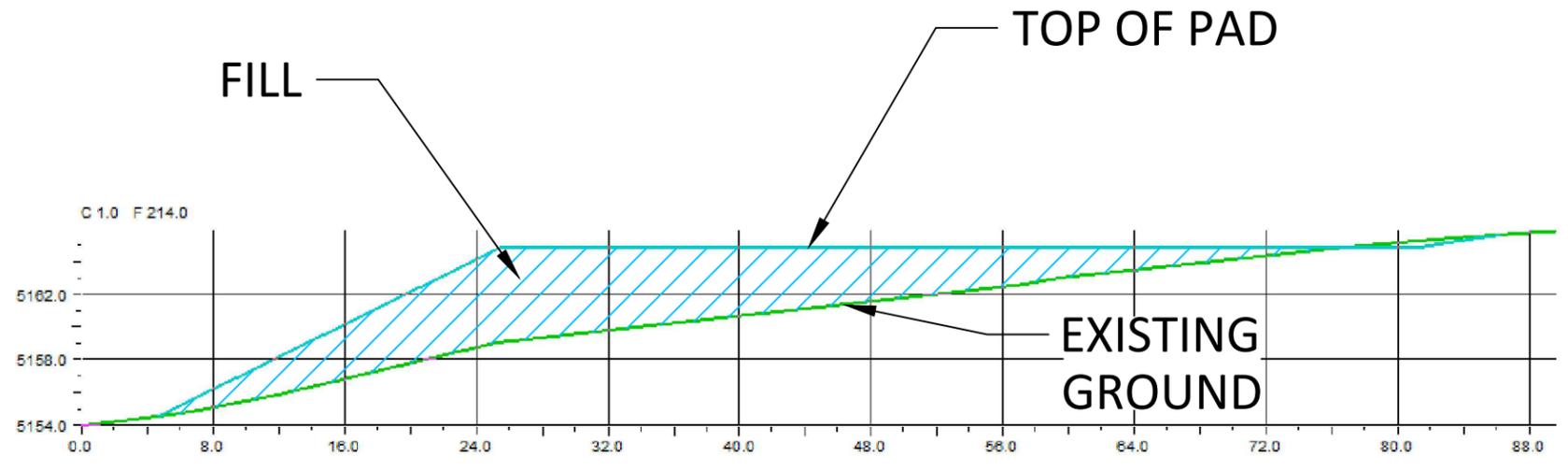
SIGNATURE BOX	
MHT MUST BE APPROVED A SIGN PRIOR TO WORK BEING PERFORMED <small>PLEASE EMAIL TO TCSLANITE@SMALL.COM OR FAX 303-962-4911</small>	
DCB La NITE - TCS for MHTC, ATSSA # 192036 10/18/15 REVISED 10/12/15	
City of Thornton	N/A
DENVER	



WASHINGTON BRIDGE RIVER ACCESS PLAN
REVISED 01-27-2016



A - A



B - B

WASHINGTON BRIDGE RIVER ACCESS PLAN
REVISED 01-27-2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2015

Page 1 of 2

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 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 WILLIS OF TENNESSEE, INC. NASHVILLE OFFICE P. O. BOX 305025 26 CENTURY BLVD. NASHVILLE, TN 37230-5025	CONTACT NAME:		
	PHONE (A/C. NO. EXT):	877-945-7378	FAX (A/C. NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A:	Zurich American Insurance Company	16535-005
INSURED Regional Rail Partners 999 Peachtree Street N.E. Suite 200 Atlanta, GA 30309	INSURER B:	American Guarantee & Liab. Ins. Co.	26247-001
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 23830698

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 NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 6476678-02	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP 6476677-02	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AUC 0184602-00	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 6476680-02	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> Contractors Equipment Including Leased/Rented Equipment			CPP9318882-04	10/1/2015	10/1/2016	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For all Leased/Rented equipment valued up to \$2,500,000 Per Item.

Equipment 3 years or newer is on replacement cost (RC) valuation; equipment older than 3 years is on actual cash value (ACV) valuation.

Equipment Deductibles:

Deductibles: \$10,000 all perils except Earthquake and Flood. Flood \$25,000 except \$100,000 minimum in hazard Flood Zones. Earthquake 5% min / \$100,000 for hazard earthquake zones.

CERTIFICATE HOLDER**CANCELLATION**

The City of Denver, Colorado Denver Parks and Recreation 678 S. Jason Street Denver, CO 80223	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



ADDITIONAL REMARKS SCHEDULE

AGENCY WILLIS OF TENNESSEE, INC.		NAMED INSURED Regional Rail Partners 999 Peachtree Street N.E. Suite 200 Atlanta, GA 30309	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Pollution Liability
Carrier: AIG Specialty Insurance Company
Policy #CPO12780496
Policy Dates: 10/1/14 - 10/1/16
Limits: \$25,000,000 Each Loss
 \$25,000,000 Aggregate
 \$ 2,000,000 Emergency Resp Costs

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds with respects to General Liability and Automobile Liability as required by written agreement.

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Loss Payee as respects Leased/Rented Equipment as required by written contract.

General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers.

Waiver of Subrogation applies in favor of The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers with respects to General Liability, Automobile Liability and Workers Compensation , where required by contract or written agreement prior to loss, as permitted by law.

