City and County of Denver Division of Real Estate 201 W. Colfax Avenue, Dept. 1010

Denver, CO 80202

Project Description: 8th Ave. Bridge Reconstruction

Asset Mgmt No.: 21-165

TEMPORARY LICENSE

(Portions of 801 N. Zuni & 2403 W. 8th Ave.)

THIS LICENSE ("License") is granted by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City") to **AMES CONSTRUCTION**, **INC.**, a Minnesota corporation, whose address is 2500 County Road 42 W Ste 100, Burnsville, MN 55337 ("Licensee").

In consideration of the sum of **TEN DOLLARS AND 00/100** (\$10.00), and the covenants and agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, City sells, conveys, transfers, and delivers to the Licensee, and its successor and assigns, a temporary license for use of the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference, (the "Temporary License Area") for **access, tying caissons, setting girders, temporary lay down, staging of materials, storage of materials (general construction storage and non-hazardous materials), and parking. ("Allowable Use"), subject to and in accordance with the following terms and covenants (the "Temporary License"):**

- **1.** Term, and Scope of Work. The term of the Temporary License is 325 days from the effective date (the "Term"). Licensee shall return the Temporary Easement Area free from all construction debris and in a condition as nearly as practicable to its original condition, taking into consideration the nature of the work being performed.
- **Revocation and Retained Rights of City.** The City retains the absolute right to revoke the License for any reason. Revocation shall be in writing signed by the Director of Real Estate (the "Director"). The City may give Licensee 30-days' notice of the revocation if such notice is not detrimental to the City, as solely determined by the City. The City reserves the right to use and occupy the Temporary License Area in any manner that does not unreasonably interfere with the exercise of the rights granted by this License.
- **3.** <u>Use of Temporary License Area</u>. As a condition of the License, Licensee shall use the Temporary License Area as follows:
- a. <u>Use</u>. The Temporary License Area shall only be used for the Allowable Use. The Licensee shall provide vehicle tracking control (VTC) at all ingress/egress locations where there is vehicle movement between paved and unpaved areas.
- b. <u>Other Permits</u>. Prior to commencement date of the License, Licensee shall obtain all necessary federal, state, and local permits for the use of the Temporary License Area. If the total area of disturbance related to the Allowable Use is more than one acre, Licensee shall obtain an erosion control permit and, upon request, shall provide the City with a copy of such permit. Licensee shall comply with all applicable laws, rules, or regulations of the City. Nothing in this

License shall relieve Licensee from complying with other regulatory requirements applicable to the License and the Allowable Use.

- **License Area** Under the City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Licensee's use of the Temporary License Area under the terms of this License.
- **Termination.** In the event this License is canceled, terminated or revoked by either Party before the expiration of its term, the Licensee shall at its sole expense remove any personal property from the Temporary License Area, and shall restore the Temporary License Area to its original condition as determined by the Director. The provisions of Section 8 shall apply to any damage to the Temporary License Area.
- **6. No Cost to City.** The exercise of the privileges granted by this License shall be without cost or expense to the City.
- 7. <u>Maintenance</u>. The Licensee shall be responsible for maintaining the Temporary License Area during the term of this License in the same condition that existed as of the date of this License.
- **8.** <u>Damage to City Property.</u> Any property of the City damaged or destroyed by Licensee incident to the use of this License shall be promptly repaired or replaced by Licensee to the satisfaction of the Director. The Director may, at his/her option, in lieu of such repair or replacement, require Licensee to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Allowable Use.
- **9.** Compliance with Environmental Requirements. Licensee shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this License, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, or the Colorado law governing hazardous waste C.R.S.§25-15-101, et seq., 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 rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

10. <u>Insurance</u>.

a. <u>General Conditions</u>. Licensee agrees to secure, at or before the time of execution of this License, the following insurance covering all operations, goods or services provided pursuant to this License. Licensee shall keep the required insurance coverage in force at all times during the term of this License, or any extension thereof. 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, Licensee 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 the Licensee. Licensee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this License are the minimum requirements, and these requirements do not lessen or limit the liability of the Licensee. The Licensee 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 License.

- b. <u>Proof of Insurance</u>. Licensee shall provide a copy of this License to its insurance agent or broker. Licensee may not commence services or work relating to the License prior to placement of coverage. Licensee certifies that the certificate of insurance attached as **Exhibit B**, complies with all insurance requirements of this License. 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 License shall not act as a waiver of Licensee's breach of this License or of any of the City's rights or remedies under this License. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- c. <u>Additional Insureds.</u> For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Licensee and sublicensee's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- d. <u>Waiver of Subrogation.</u> For all coverages, Licensee's insurer shall waive subrogation rights against the City.
- e. <u>Subcontractors and Sublicensees.</u> All subcontractors and sublicensees (including independent contractors, suppliers or other entities providing goods or services pursuant by this License) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Licensee. Licensee shall include all such subcontractors and sublicensees as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and sublicensees maintain the required coverages. Licensee agrees to provide proof of insurance for all such subcontractors and sublicensees upon request by the City.
- f. Workers' Compensation/Employer's Liability Insurance. Licensee 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. Licensee expressly represents to the City, as a material representation upon which the City is relying in entering into this License, that none of the Licensee'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 License, and

that any such rejections previously effected, have been revoked as of the date Licensee executes this License.

- g. <u>Commercial General Liability</u>. Licensee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- h. <u>Business Automobile Liability</u>. Licensee shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this License.

i. Additional Provisions.

- (a) For Commercial General Liability, the policy must provide the following:
 - (i) That this License is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability on the policy;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
 - (i) The retroactive date must be on or before the License term commencement date or the first date when any goods or services were permitted pursuant to this License, whichever is earlier
- (c) Licensee shall advise the City 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 Licensee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. Defense and Indemnification.

a. Licensee 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 under this License ("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 Licensee 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. Licensee'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. Licensee'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. Licensee 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 License shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee 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 License.
- **12. Notices.** All notices required to be given to the City or Licensee shall be in writing and sent by certified mail, return receipt requested, to:

Licensee: AMES Construction, Inc.

18450 E. 28th Ave. Aurora, CO 80011

City:

Mayor City and County of Denver 1437 Bannock Street, Room 350 Denver, Colorado 80202

Director of Real Estate 201 W. Colfax Avenue, Dept. 1010 Denver, Colorado 80202

Denver City Attorney 201 W. Colfax Avenue, Dept. 1207 Denver, Colorado 80202

Any Party may designate in writing from time to time the address of substitute or additional persons to receive such notices. The effective date of service of any such notice is the date on which mailed or personally delivered.

- 13. <u>Compliance with Laws</u>. All persons or entities utilizing the Temporary License Area pursuant to this License shall observe and comply with the applicable provisions of the Charter, ordinances, and rules and regulations of the City and with all applicable Colorado and federal laws.
- **14.** Severability. The promises and covenants contained in this License are several in nature. Should any one or more of the provisions of this License be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the License.
- 15. <u>Applicable Law/Venue</u>. Each and every term, condition, or covenant of this License is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this License as if fully set out by this reference. Venue for any action relating to this License shall be in the State District Court in the City and County of Denver, Colorado.
- **Nondiscrimination.** In connection with the Allowable Use under this License, Licensee 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, gender expression, marital status, source of income, military status, protective hairstyle or disability. Licensee shall insert the foregoing provision in all subcontracts.
- Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Licensee's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Lessee 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 Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, 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 Lessor to make disclosures in violation of state or federal privacy laws. Lessee shall at all times comply with D.R.M.C. 20-276.
- **18.** Entire License. This License is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this License in writing.

- **Amendments.** No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this License properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this License or any written amendment to this License shall have any force or effect nor bind the City. This License and any amendments to it shall be binding upon the Parties and their successors and assigns.
- **20.** <u>Authority.</u> Licensee represents and warrants that the person signing this License has the authority to execute and deliver this License on behalf of Licensee.
- **21. Appropriation.** All obligations of the City under and pursuant to this License are subject to prior appropriations of monies expressly made by the City Council for the purposes of this License and paid into the Treasury of the City.
- **Conflict of Interest by City Officers.** Licensee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a Party to or in any manner interested in this License except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.
- **23. No Personal Liability.** No elected official, director, officer, agent, or employee of the City shall be charged personally or held contractually liable under any term or provision of this License or because of any breach thereof or because of its or their execution, approval, or attempted execution of this License.
- **24.** Effective Date. This Temporary License shall not be or become effective or binding on the parties hereto until full execution by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council. The effective date shall be the date the City delivers a fully executed copy of this License to the Licensee.
- **Electronic Signatures and Electronic Records.** Licensee consents to the use of electronic signatures by the City. The License, 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 License 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 License 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.

Exhibit A – Description of the Temporary License Area Exhibit B – Certificate of Insurance

[The remainder of this page left intentionally blank]

WITNESS WHEREOF, the parties have set their hands and affixed their seals at enver, Colorado as of:			
SEAL	CITY AND COUNTY OF DENVER:		
ATTEST:	Ву:		
	_		
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:		
Attorney for the City and County of Denver By:	By:		
	_		
	By:		

FINAN-202160700-00

AMES CONSTRUCTION, INC.

Contract Control Number:

Contractor Name:

Contract Control Number: Contractor Name: FINAN-202160700-00 AMES CONSTRUCTION, INC.

	By:
	Name:(please print)
See attached signature page	Title: (please print)
	ATTEST: [if required]
	By:
	Name:(please print)
	Title:(please print)

Contract Control Number: Contractor Name: FINAN-202160700-00 AMES CONSTRUCTION, INC.

Name: IRENT IRICK
(please print)

Title: Vice Pasident
(please print)

ATTEST: [if required]

By: Moral Volosin
(please print)

Title: Project Mana GER
(please print)

EXHIBIT A

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THOSE PARCELS DESCRIBED IN BOOK 7879, PAGE 412 AS RECORDED ON MAY 28, 1956 AND IN BOOK 7917, PAGE 139 AS RECORDED ON AUGUST 09, 1956 AND IN BOOK 7947, PAGE 430 ON OCTOBER 11, 1956 AND IN BOOK 8081, PAGE 449 ON AUGUST 27, 1957, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN BOOK 3388, PAGE 458 AS RECORDED DECEMBER 14, 1925 AND IN BOOK 9378, PAGES 328 THROUGH 330 AS RECORDED ON FEBRUARY 04, 1965, ALL IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO AND BEING LOCATED IN A PART OF LOTS 15 THROUGH 23, BLOCK 8 OF FIRST ADDITION TO JEROME PARK, FILED IN PLAT BOOK 7 AT PAGE 39 ON APRIL 25, 1889 IN SAID CLERK AND RECORDER'S OFFICE AND BEING IN THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

THE ABOVE DESCRIBED PARCEL CONTAINS 11,586 SQUARE FEET OR 0.2660 ACRE, MORE OR LESS.

A GRAPHICAL DEPICTION OF THE ABOVE DESCRIBED PROPERTY IS ATTACHED HERETO AS AN AID IN THE VISUAL INTERPRETATION OF THE WRITTEN DOCUMENT.

THE BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED ON THE NORTH END BY A 3.25" ALUMINUM CAP STAMPED "LS13155" AND ON THE SOUTH END BY A 3.25" ALUMINUM CAP, STAMPED "LS13155", IN RANGE BOX, WHICH BEARS SOUTH 01"07"05" EAST, A DISTANCE OF 1364.64 FEET.

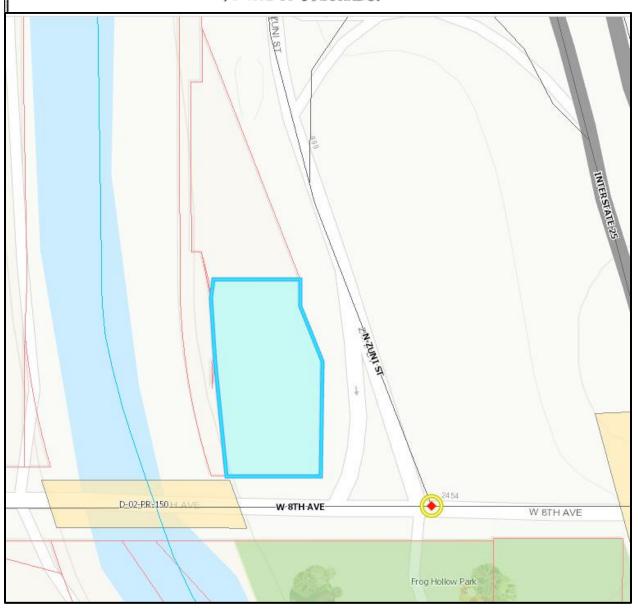
ROBERT L. MEADOWS JR., PLS 34977 PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.



LOTS 24 TO 30, TOGETHER WITH THE WEST 1/2 OF VACATED ZUNI STREET ADJACENT TO SAID LOTS 27 TO 30 AND THAT PORTION OF THE VACATED WEST 1/2 OF ZUNI STREET LYING WEST OF A LINE EXTENDING FROM THE CENTER OF ZUNI STREET ON THE EXTENDED NORTH LINE OF LOT 27 TO THE NORTHEAST CORNER OF LOT 25, BLOCK 8, FIRST ADDITION TO JEROME PARK AND RIGHTS TO DEVELOP GROUND WATER UNDERLYING THE PROPERTY, EXCEPT THE PORTION THEREOF INCLUDED IN THE FOLLOWING DESCRIPTION:

COMMENCING AT THE NW CORNER OF LOT 23, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 23, 10 FEET; THENCE SOUTHEASTERLY ACROSS SAID LOTS 23 TO 30 TO A POINT ON THE SOUTH LINE OF SAID LOT 30, SAID POINT BEING 36 FEET EAST OF SW CORNER OF SAID LOT 30; THENCE WEST ALONG SAID SOUTH LINE OF LOT 30, 36 FEET TO SAID SW CORNER OF LOT 30; THENCE NORTH TO PLACE OF BEGINNING, BLOCK 8, FIRST ADDITION TO JEROME PARK, ACCORDING TO THE RECORDED PLAT THEREOF.

CITY AND COUNTY OF DENVER, STATE OF COLORADO.





CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT B

DATE (MM/DD/YYYY) 8/4/2021

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).

COVERACES	CERTIFICATE NUMBER 4404404004	DEVICION NUI	MDED.		
		INSURER F:			
Ames Construction, Inc. 2500 County Road 42 W Burnsville, MN 55337		INSURER E :			
		INSURER D :			
		INSURER C:			
INSURED	AMECONPC6	INSURER B: Travelers Property Casualty Co. Amer	25674		
		INSURER A: Travelers Indemnity Co of America	25666		
·		INSURER(S) AFFORDING COVERAGE	NAIC#		
CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	00	E-MAIL ADDRESS: asanderson@csdz.com			
	00	PHONE (A/C, No, Ext): 612-349-2400	FAX (A/C, No): 612-34	9-2490	
PRODUCER		CONTACT NAME: Amy Sanderson			

CERTIFICATE NUMBER: 1461134281 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.

TYPE OF INSURANCE	ADDL S	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
X COMMERCIAL GENERAL LIABILITY			VTC2HCO1H525546TIA20	12/1/2020	12/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Fa occurrence)	\$ 2,000,000 \$ 300,000
X Contr Liab Per						MED EXP (Any one person)	\$10,000
X Policy Form/XCU						PERSONAL & ADV INJURY	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
OTHER:							\$
AUTOMOBILE LIABILITY			VTC2JCAP1H525534TIL20	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
X ANY AUTO						BODILY INJURY (Per person)	\$
OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							\$
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
DED RETENTION\$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB1L1177942025K	12/1/2020	12/1/2021	X PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE TIME	N/A		UBUL0440742U23R	12/1/2020	12/1/2021	E.L. EACH ACCIDENT	\$1,000,000
(Mandatory in NH)	.,,,					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
Stop Gap			UB1L1177942025K	12/1/2020	12/1/2021	Applies to	ND, OH, WA, WY
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONT Liab PER Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY VMBRELLA LIAB CCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONT Liab PER Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contr Liab Per Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY UMBRELLA LIAB CCUR EXCESS LIAB CLAIMS-MADE DED RETENTION\$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OMNIA OMNIA OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONT Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below VTC2HCO1H525546TIA20 VTC2HCO1H52554TIA20 VTC2HCO1H52554TIA20 VTC2HCO1H52554TIA20 VTC2HCO1H52554TIA20 VTC2HCO1H52554TIA20 VTC2HCO1H52554TIA20 VTC2HCO1	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTR Liab Per Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPOPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below VTC2JCAP1H525534TIL20 12/1/2020 12/1/2020 12/1/2020 12/1/2020 12/1/2020 12/1/2020	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONT LIAB PER POLICY X PRO- OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED HIRED AUTOS ONLY HIRED HIRED AUTOS ONLY HIRED HIRED HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED HIRED HIRED HIRED AUTOS ONLY HIRED H	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTR LIAB PER DOLCY X POLICY X PECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Contract #202055335 - On-Call Civil Construction Services

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers, and Colorado Department of Transportation (CDOT) Region1, are included as Additional Insured as respects the Commercial General Liability and Business Automobile Liability

CANCELLATION

CERTIFICATE HOLDER

City and County of Denver Department of Transportation & Infrastructure 201 W. Colfax Ave., Dept. 614 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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