

**Oshkosh Corporation
City & County of Denver, CO.
Bid: Thirteen (13) High Speed Blowers for Denver International Airport**

D. 16. INSURANCE

Delete:

or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order.

Take Exception to:

Should any of the above described policies be cancelled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Ave. Dept. 1105 Denver, Colorado 80292. 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, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested.

Replace with:

The Certificate of Insurance shall provide the following cancellation wording:
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Take Exception to:

If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor.

Replace with:

Oshkosh Corporation's commercial general liability insurance policy is subject to a \$3,000,000 Self Insured Retention per occurrence for Products Liability and a \$250,000 Self Insured Retention per occurrence for all other claims.

Delete:

Including but not limited to policies

Take Exception to:

Vendor's Insurer shall name as additional insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendors insurer shall waive subrogation rights against the City.

Replace with:

The City and County of Denver, its elected and appointed officials, employees and volunteers. will be included as Additional Insured-Designated Person or Organization for General Liability when required by written contract.

Delete:

Vendor shall provide proof of insurance for all such entities upon request by City.

Take Exception to:

Vendor shall maintain Commercial General Liability coverage limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising claim, \$2,000,000 products and completed operations for each occurrence and \$2,000,000 policy aggregate.

Replace with:

Oshkosh Corporation maintains the following coverage:

Commercial General Liability (Occurrence Form):

\$1,000,000 Each occurrence Bodily Injury and Property Damage Liability

\$1,000,000 Products/Completed Operations Aggregate

\$5,000,000 General Aggregate

\$1,000,000 Personal and Advertising Injury

Oshkosh Corporation also maintains the following Commercial Umbrella Liability Coverage Occurrence Form LX9799 (10-05) to meet the required Products/Completed Operations Aggregate limit:

Each Occurrence: \$25,000,000

Products & Completed Operations Aggregate: \$25,000,000

General Aggregate: \$25,000,000

Take Exception to:

Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit

Replace with:

Oshkosh Corporation maintains the following Commercial Automobile Liability Coverage:

\$1,000,000 Each Accident Bodily Injury and Property Damage Combined Single Limit