

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Customer”) and **BELL HELICOPTER TEXTRON INC.**, a Delaware corporation whose address is 3255 Bell Flight Boulevard, Fort Worth, Texas 76118 (“Contractor”).

RECITALS:

1. The City desires to obtain a Bell 407 GXi Helicopter, standard warranty and associated equipment (cumulatively, the “Equipment”), and Contractor desires to provide that Equipment to the City.
2. The City intends to finance and pay for the acquisition of the Equipment through a separate lease-purchase agreement (the “LPA”) between the City and **BANC OF AMERICA PUBLIC CAPITAL CORP** (“Lessor”), a Kansas corporation, (the “Bank”) as well as a trade-in credit (“Credit”) for the current Denver Police Department helicopter. The Credit is presently estimated to be \$750,000.00, with a minimum value of \$500,000.00, provided that the trade-in helicopter is “air-worthy”. The City and Contractor agree that the Bell Helicopter Trade-In Agreement is incorporated herein.

AGREEMENT:

For and in consideration of the agreements contained, and subject to the terms and conditions stated, in this Agreement, the parties agree as follows:

The recitals set forth above are incorporated herein as set forth in their entirety.

1. **FORM OF AGREEMENT.** This Agreement shall consist of the terms and conditions stated in the following numbered Articles, together with those exhibits or attachments that are referenced and incorporated in such Articles. In the event that any conflict between the terms and conditions contained in this document and those contained in any exhibits or attachments shall occur, the terms and conditions of these numbered Articles shall be controlling.

2. N/A

3. **EQUIPMENT AND WARRANTIES TO BE PROVIDED.**

A. The Equipment shall be inspected at the Contractor’s facility located in Piney Flats, Tennessee, by the City prior to final payment being made. The inspection date shall be no later than July 1, 2019, with a date of June 30, 2019. In the event the aircraft is not available for inspection by July 1, 2019, the City may waive the breach and Contractor shall increase the acceptable number of Trade-In Aircraft Flight Hours (defined below) (at 60 hours per month) based on the number of days of inspection delay. In the event that the Equipment is not available for inspection by the City before October 1, 2019, the City may terminate this Agreement for cause and City shall be entitled to a full refund of any prepaid amounts.

B. Contractor will notify the City at least fifteen (15) days prior to the date the Equipment will be available for inspection.

C. Contractor shall provide to the City the Equipment and warranties listed and described on **Exhibit A** attached hereto (hereinafter referred to as the “Equipment” and “Warranties”).

D. It is understood and agreed that the Equipment and Warranties associated with this Agreement that are being provided to the City hereunder are also routinely provided to nongovernmental customers on the same terms and conditions that were offered to the City and are agreed to by the City in this Agreement.

E. Upon completion and delivery of the Equipment, the City will inspect and flight test the Equipment at the Contractor’s facility to ensure that it is fully operational and conforms to the Agreement, as outlined in the exhibits. If the Equipment conforms, the City shall instruct the Escrow agent to issue payment to the Contractor. Upon receipt of payment by Contractor, the City shall take possession of the Equipment. If the Equipment does not conform, the City will so notify Contractor in writing within ten (10) calendar days. Contractor will, at its expense, repair or replace the nonconforming product within ten (10) calendar days after receipt of the City’s notice of deficiency. Following the cure of such deficiencies, the parties shall continue the acceptance procedure. In the event the Equipment is not brought to conformity of the Agreement, after sixty (60) days or by August 1, 2019 whichever is later, the City reserves the right to reject the Equipment and terminate this Agreement. In the event this Agreement is terminated, Contractor will refund to the City all fees paid, if any, on behalf of the City with respect to the Equipment.

4. **TRADE-IN AIRCRAFT**

The Trade-In aircraft is Bell model 407 serial number 53249, registration number N710DP (hereinafter “Trade-In Aircraft”). At the time of the Pre-Buy Inspection and time of delivery of the Trade-In Aircraft to Contractor, the aircraft must be in flyable airworthy condition, have fully functional systems and equipment, and meet all of the requirements listed in section d.

- a) Contractor **estimates** that the current Fair Market Value of the Trade-In Aircraft based on Contractor’s consideration of the relevant aircraft information provided by the City and included herein as Attachment A, as well as the state of the secondary market currently prevailing for this aircraft model, configuration, historical mission activities and other such relevant factors as Contractor may determine affects the Used Aircraft Estimated Value. **The aircraft must be in a flyable condition and meet the requirements outlined below at the time of the Pre-Buy Inspection specified below prior to Contractor issuing a Firm Offer**
- b) Contractor will conduct a detailed inspection of the Trade-In Aircraft, at least 30 days prior to the inspection date of the new Bell model 407GX_i, at no cost to the City. (hereinafter “Pre-Buy Inspection”). This Pre-Buy Inspection is to verify the information provided in Attachment A, including the aircraft’s configuration, condition, component times and other factors that may in Contractor’s sole determination affect the Trade-In Aircraft Estimated Value.

c) Upon completion of the Pre-Buy Inspection, Contractor may provide the City with a Firm Offer for the Used Aircraft between the value of \$500,000.00 and \$750,000.00, subject to the terms and conditions as specified below in section d. Attachment A will be updated with the results of the Pre-Buy Inspection and will be incorporated with Conditions of Trade-In Aircraft to provide the complete Terms and Conditions of any firm offer (hereinafter collectively the "Trade-In Aircraft Report"). In the event that the Contractor does not provide a trade in offer to the City of at least \$500,000.00 and the aircraft is in airworthy condition per the terms of the Trade-In aircraft condition requirements (listed below) the City may terminate this Agreement and the Contractor shall refund all funds previously paid hereunder.

d) Trade-In aircraft condition Requirements:

- i. A complete 12-month inspection ("Annual Inspection"), per the Bell Helicopter 407 maintenance manual, to include all associated hourly airframe inspections, all applicable 12-month ICA's, servicing & lubrication schedules, and relevant engine inspections per the Rolls Royce maintenance manual. Inspections shall have been performed by a Bell-approved designated Service Facility, qualified to service aircraft & components of the same model as the Trade-In Aircraft, within thirty (30) days prior to delivery. In addition, the aircraft must have a valid FAA Standard Certificate of Airworthiness that meet or exceed the minimum power assurances check as specified by the engine manufacturer, and in accordance with the airframe manufacturer's Flight Manual;
- ii. Complete, accurate, and continuous validated logbooks, flight logs, and historical service records for engine and airframe components, in the English language. All historical records must indicate the correct component part number installed per appropriate maintenance manual for the aircraft serial number;
- iii. All miscellaneous equipment as described in Attachment A in operating condition satisfactory to Contractor, including but not limited to main rotor tie downs, intake and exhaust covers, maintenance interface cables, GPS data cards, dual controls, pitot tube cover, headsets, door keys, ground handling wheels, current rotorcraft flight manual, etc.;
- iv. Proof of compliance with all manufacturers' Alert Service Bulletins or similar safety notices and FAA/DOT Airworthiness Directives or requirements of equivalent airworthiness authorities, except as otherwise noted in the Trade-In Aircraft Report;
- v. Window glass in good condition with no holes, cracks, scratches or patches that would be out of the allowable limits, per the Bell 407 maintenance manual;

- vi. Trade-In Aircraft to be free of all corrosion on structural and dynamic components;
 - vii. No body or structural damage including minor dents that would be out of the allowable limits, per the Bell 407 maintenance manual;
 - viii. A record of any component that has been overhauled showing the last overhaul with such information attached to that component's historical card;
 - ix. Any repairs to an airframe exceeding limits given in the applicable helicopter maintenance manual shall be covered by an FAA Form 337 or equivalent, or compliant with information provided by the airframe manufacturer. Any repairs to an airframe which could affect the airworthiness condition of the Trade-In Aircraft will be inspected by Contractor or its representatives for approval before delivery; and
 - x. A written description of any and all damage history, including hard landings, sudden stoppage, engine over torque or over temp.
 - xi. Trade-In Aircraft flight hours do not exceed **16,050** hours at time of delivery and acceptance to Contractor (hereinafter "Trade-In Aircraft Flight Hours"). Should any components or component assemblies reach either the service life limit or overhaul life limit interval prior to delivery of the Trade-In Aircraft, the City agrees to restore any affected component intervals to a minimum of 50% remaining.
- e. Contractor, in its sole discretion, hereby reserves the right to reduce or withdraw its offer if, at time of delivery:
- i. The physical condition (excluding normal wear and tear), configuration or installed components or accessories of the Used Aircraft differs or has materially changed from the Trade-In Aircraft Report,
 - ii. The Trade-In Aircraft is not in conformance with Attachment A as updated at time of Pre-Buy Inspection
 - iii. If the actual flight hours exceed 16,050 Flight Hours, the Trade-In Aircraft Firm Offer will be reduced by **\$575.00** US Dollars for each flight hour the Trade-In Aircraft has been flown beyond the aforementioned hours.
- f. The City shall deliver the Trade-In Aircraft to Contractor in Piney Flats, Tennessee, USA, at least two (2) business days prior to delivery of the 407GXI, as shown in Exhibit A. At the time of delivery of the Trade-In Aircraft, the City shall also deliver to Contractor the records and equipment described in Attachment A along with a bill of sale and any other documents required to transfer title of the Trade-In Aircraft to Contractor free and clear of all liens, privileges, encumbrances, charges, and rights of others. As a condition of its

acceptance of the Trade-In Aircraft, at the time of delivery thereof, Contractor may conduct a flight test and inspection, at no cost to the City.

4. **SPECIAL PURCHASING TERMS AND CONDITIONS:** In addition to all other terms and conditions stated in this Agreement, Contractor shall comply with the following special purchasing terms and conditions:

A. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City; and such loss, injury or destruction shall not release Contractor from any obligation hereunder. Thereafter, risk of loss shall pass to the City and Lessor as further described in the LPA.

B. Contractor agrees to furnish, upon the written request of the City, any additional information needed to confirm the performance specifications of the Equipment.

5. **TERM.** The term of this Agreement shall commence on the date it is fully executed by all parties and ends at transfer of title, with the exception of the Warranty period. The Warranty period shall end three years / 1000 hours after transfer of title.

6. **COMPENSATION.**

A. It is understood and agreed that the City has elected to Purchase the Equipment and Warranties from the Contractor, as shown in Exhibit A. The City and Lessor have also entered into an escrow agreement that will provide for payment to the Contractor of the maximum amount stated herein subject to the procedure set out in the Agreement.

B. The total compensation payable to Contractor for acquiring and delivering the Equipment, as shown in Exhibit A together with the Warranties shall not exceed the amount of **FIVE MILLION ONE HUNDRED AND EIGHT THOUSAND AND FIVE HUNDRED AND THIRTY-SEVEN DOLLARS** (\$5,108,537.00) (the "Maximum Purchase Amount"), payable directly to the Contractor by Lessor, through US Bank escrow, less the agreed upon Credit for the Trade-In Aircraft. Title to the Equipment shall vest with Lessor upon payment of the Maximum Purchase Amount to Contractor. Beneficial use of the Equipment and Warranties shall remain with the City. Upon complete execution of this Agreement and the LPA, the City shall instruct the escrow company to forthwith issue payment to the Contractor in the amount of **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000.00) as a down payment on the Equipment. The City agrees that Contractor will not begin installation of Kits and Customizing until receipt of the down payment.

C. The total compensation payable directly from the City to Contractor under this Agreement for the Equipment and Warranties is Zero Dollars (\$0.00) (the "Maximum Contract Amount"). All payments made to Contractor under this Agreement will be made through an Escrow account.

D. It is understood and agreed that any payment obligation of the City hereunder, 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. Contractor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and

(b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7. N/A

8. **STATUS OF CONTRACTOR**: It is understood and agreed by and between the parties that the status of Contractor shall be that of an independent contractor and it is not intended, nor shall it be construed, that Contractor or any employee or subconsultant is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

9. **TERMINATION OF AGREEMENT**: The City may terminate this Agreement at any time on thirty (30) days' notice if Contractor is in breach or default of the Agreement. The City has the right to terminate this Agreement without cause on thirty (30) days written notice. In the event the City cancels the Agreement, without cause, Contractor may retain all payments previously made to the Contractor. The City may also by written Notice of Default to Contractor terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business. Contractor may terminate this Agreement, by written notice, if (a) the City breaches this Agreement and the breach remains uncured for thirty (30) days after receipt of written notice of the breach, or (b) Lessor fails to honor its obligations under the LPA, and retain all payments previously made and retain all payments previously made.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

11. **EXAMINATION OF RECORDS**: 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 any books, documents, papers and records pertinent to the Equipment shown on Exhibit A, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

12. **TAXES, PERMITS AND LICENSES**: Contractor agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and permits and all taxes. Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.

13. **VENUE, GOVERNING LAW:** With the exception of the terms of the Equipment warranty provided herein by Contractor, each and every term, condition, or covenant herein 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 thereto. Such applicable law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver County or Denver District Court in the City and County of Denver, Colorado.

14. **ASSIGNMENT AND SUBCONTRACTING:**

A. Provided that the City shall have accepted the Equipment, the City shall not have the right to and shall not assert against any assignee of Lessor or other registered owner of the Equipment any claim, counterclaim or other right the City may have against the Contractor.

B. None of the City's right, title and interest in any portion of the Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease all or part of such Equipment if (a) such sublease is to an agency or department of, or a political subdivision of, the State or (b) the City obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the rental payments made to Lessor under the lease-purchase transaction referenced herein from gross income for federal income purposes. Any such sublease of all or part of any Equipment shall be subject to the lease-purchase transaction with Lessor and the rights of Lessor in, to and under such transaction with respect to the Equipment.

C. The City is otherwise not obligated or liable under this Agreement to any party other than the Contractor named herein. Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

15. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or 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 identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

16. **INSURANCE:**

A. **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 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 three (3) years after termination 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 requiring 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, contractor 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The 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 Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 Contractor'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: N/A

D. Waiver of Subrogation: For all coverages, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this 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 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 by the City.

F. 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, as a material representation upon which the City is relying in entering into 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 Contractor executes this Agreement.

G. 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.

H. Business Automobile Liability: N/A

I. Excess/Umbrella Liability: Contractor shall maintain excess liability limits of \$1,000,000.00. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

J. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (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 contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Contractor 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 Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

K. City's Insurance. The City is self-insured pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., and shall not be required to obtain any liability, fire, casualty or other insurance as a result of this Agreement. Neither shall any contrary statement contained in any attachment or exhibit hereto be construed to shift the risk of loss or liability to the City.

17. **DEFENSE AND INDEMNIFICATION:** Contractor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Agreement or that are caused by or the result of any act or omission of Contractor, its agents, suppliers, employees, or representatives. Contractor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted.

18. **CONFLICT OF INTEREST:** The parties agree 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 Contractor 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 Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

19. **NO THIRD-PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to subcontractors and suppliers. It is otherwise the express intention of the City and Contractor that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

20. **TRADE SECRETS AND CONFIDENTIAL INFORMATION:**

A. Contractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters related to this Agreement which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.

B. In the event that this Agreement or any exhibit or attachment is the subject of an open records request by a third party under Colorado law, the City will notify Contractor of such request. If Contractor believes that any material furnished to the City under this Agreement is not subject to disclosure, it shall take whatever action it deems necessary or appropriate to obtain a court order from the Denver District Court to preclude such disclosure by the City.

21. N/A

22. **TAXES, CHARGES AND PENALTIES:** The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.

23. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

24. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, 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 part, term, or provision held to be invalid.

25. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

26. **AGREEMENT AS COMPLETE INTEGRATION - AMENDMENTS:** This Agreement, together with the LPA, are intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement 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 Agreement or any written amendment to this Agreement shall have any force or effect or bind the City. Amendments to this Agreement will become effective when approved by all parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

27. **LEGAL AUTHORITY:**

A. Contractor assures and guarantees 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.

B. The person or persons signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by

Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

28. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

29. **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-

consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

30. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor 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.

31. **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 Contractor at the address first above written, and if to the City at:

Manager of Safety,
1331 Cherokee Street,
Room 302,
Denver, Colorado 80202

With a copy of any such notice to:

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

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.

32. **COMPLIANCE WITH ALL LAWS**: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

33. **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.

34. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. 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. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

35. **CITY EXECUTION OF AGREEMENT**: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

EXHIBIT A

EQUIPMENT PURCHASED

Specifications of equipment, training, and warranties to be provided by Contractor are set out on the attached pages, which together with this cover sheet constitute **Exhibit A**.

Basic Aircraft

Bell 407GXi Basic Aircraft	1	\$ 3,100,000.00	\$ 3,100,000.00
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Standard Factory Installed Kits

Rotor Brake	1	NSP	NSP
Dual Controls	1	NSP	NSP
28 Amps Battery	1	NSP	NSP
M/R Blades - High Vis	1	NSP	NSP
Aux Fuel Tank Provisions (19 Gal)	1	NSP	NSP
Wire Strike Protection System	1	NSP	NSP
Doors - Jettisonable (Crew Only)	1	NSP	NSP
Glass Cockpit - G1000 (Garmin)	1	NSP	NSP
Tail Rotor Camera	1	NSP	NSP
LED Lighting (Interior/Exterior)	1	NSP	NSP
High Skid Gear -w- Flitesteps	1	NSP	NSP

Kits & Customizing

5250 lbs Max.Gross Weight	1	\$ 0.00	\$ 0.00
Artex C406-NHM ELT Provisions	1	\$ 3,400.00	\$ 3,400.00
Aux Fuel Tank Equipment (19 Gal)	1	\$ 34,000.00	\$ 34,000.00
Artex C406-NHM ELT -w- PGM Adaptor	1	\$ 15,500.00	\$ 15,500.00
Cargo Hook Provisions	1	\$ 12,400.00	\$ 12,400.00
Expanded Avionics Shelf	1	\$ 4,100.00	\$ 4,100.00
Headliner - Standard -w- AC Ducting	1	\$ 3,800.00	\$ 3,800.00
Increased Starter Generator	1	\$ 6,800.00	\$ 6,800.00
Radar Altimeter – GRA55(FreeFlight)	1	\$ 34,400.00	\$ 34,400.00
Snow Baffles	1	\$ 6,100.00	\$ 6,100.00
Soundproofing - Corporate	1	\$ 1,300.00	\$ 1,300.00
Traffic Avoidance System - GTS 800 TAS (Garmin)	1	\$ 42,700.00	\$ 42,700.00
Weather Data Link - GDL-69HA (Garmin) & XM Radio	1	\$ 23,000.00	\$ 23,000.00
AeroDynamix NVG STC (does not include AeroDynamix NVG Covert IR Formation Lighting System)	1	\$ 106,500.00	\$ 106,500.00
Air Conditioner -w- Dual Forward Evaporators (Air Comm)	1	\$ 90,900.00	\$ 90,900.00

Audio System - DAC (Becker) -w- 1 REU - 2 ACU6101 Control Panels in Cockpit - 1 ACU6101 in Cabin -w- 2 place Aft Xmit & 3 Place Aft ICS - ICS CALL	1	\$ 72,100.00	\$ 72,100.00
Baggage Floor Protector (AA)	1	\$ 1,500.00	\$ 1,500.00
Bleed Air Heater -w- Windshield & Chin Bubble Defrost (Air Comm)	1	\$ 29,400.00	\$ 29,400.00
Bulged Skylights Kit - (LH & RH gray) (AA)	1	\$ 4,500.00	\$ 4,500.00
Boattail Shelf (AA)	1	\$ 7,100.00	\$ 7,100.00
Bulkhead Protector (AA)	1	\$ 700.00	\$ 700.00
Cockpit/Cabin Floor Protector Kit (AA)	1	\$ 1,400.00	\$ 1,400.00
Combination LED Strobe/Position Light (2 Å– Left/Right Horizontal Stab)(Whelen)	1	\$ 18,200.00	\$ 18,200.00
Door - Sliding LH (AA)	1	\$ 27,700.00	\$ 27,700.00
Door - High Visibility Kit (Crew - LH & RH) (AA)	1	\$ 32,400.00	\$ 32,400.00
Door - Sliding RH (AA)	1	\$ 27,700.00	\$ 27,700.00
Door Openers - Automatic - for Hi Viz Crew Doors (AA)	1	\$ 4,200.00	\$ 4,200.00
Door Openers - Automatic - for Baggage Door (AA)	1	\$ 800.00	\$ 800.00
Expanded Instrument Panel (AA)	1	\$ 24,600.00	\$ 24,600.00
Inlet Barrier Filter w/Access Door (AA)	1	\$ 35,700.00	\$ 35,700.00
Locking Fuel Cap Kit (AA)	1	\$ 1,800.00	\$ 1,800.00
Mission Equipment Shelf located in Baggage Compartment (Edwards)	1	\$ 18,700.00	\$ 18,700.00
Polycarb Windshield LH and RH, Clear	1	\$ 40,100.00	\$ 40,100.00
Pre-Flight Kit Includes (4) Step Handles (2) Folding Maintenance Steps or (2) Access. Steps (1) Door Retention Strap (AA)	1	\$ 3,900.00	\$ 3,900.00
Pulse Landing Lights (MaxPulse)	1	\$ 3,900.00	\$ 3,900.00
Quick Release Pins (2 door kit) (Meeker)	1	\$ 1,700.00	\$ 1,700.00
Rappelling Fixture Kit LH & RH (AA)	1	\$ 5,600.00	\$ 5,600.00
(Provisions only) HD/SD Airborne Video Downlink Surveillance Network Aircraft Transmit HD/SD System at 6.5 GHz Bell 407 Aircraft Platform w/Omnidirectional Antenna	1	\$ 35,894.00	\$ 35,894.00
HD/SD Downlink Provisions to consist of the following items ONLY: HDX Mount Tray, Antenna Mount, Wiring and space allocation	1	\$ 0.00	\$ 0.00
3 sets of NVG Goggles-MODEL AN / AVS-9 (M949 ALPHA) AVIATOR NIGHT VISION IMAGING SYSTEM	1	\$ 89,143.00	\$ 89,143.00
AAI Quick Mount for MX-10 with dovetail mount	1	\$ 20,344.00	\$ 20,344.00
Churchill ARS 700C Augmented Reality Mapping System (ATOM) Mission Computer -w- Internal Dual Recording / WiFi Router	1	\$ 183,572.00	\$ 183,572.00
Garmin GDL88H ADSB Out	1	\$ 27,984.00	\$ 27,984.00
Trakka Beam A800 Searchlight w/slaving and IR filters mounted on Meeker Universal Aft Fuselage Mount	1	\$ 171,184.00	\$ 171,184.00
Aeronautical Accessories Mid-Continent MD-302 Standby Attitude Module	1	\$ 14,173.00	\$ 14,173.00

One (1) Macro Blue MB12W touchscreen, sunlight readable, NVIS monitor, with one (1) DVI-D/HDMI input, two (2) (3G, HD, SD,) SDI inputs and two (2) SDI loop throughs, Mounted in left side of expanded instrument panel and interfaced to EO/IR sensor.	1	\$ 34,890.00	\$ 34,890.00
PROVISIONS ONLY- Transceiver - TDFM-9000 P90029 /136-174,764-870,450-520MHZ/TDMA/OTAR/AES-w-DES/DES-XL/DES- OFB,SmartZone Trunking/DVP-XL Encryption (Technisonic)	1	\$ 32,978.00	\$ 32,978.00
Rotary Knob Controller for MB12W monitor in cockpit	1	\$ 3,165.00	\$ 3,165.00
Wescam MX-10 -w- Cables, 1) Thermal Imager, Cooled MWIR, SD 640x512 pixel. 2) Color Daylight Imager, HD 1920x1080 pixel. 3) Lowligh Imager / MX-GEO with Internal GPS / Hand Controller/ Map- Search Lt Interface	1	\$ 597,910.00	\$ 597,910.00

Kits & Customizing Subtotal \$ 1,959,837.00

Training

Complimentary Field Maintenance Training	1	\$ 0.00	\$ 0.00
Complimentary Electrical Training	1	\$ 0.00	\$ 0.00
Complimentary 407GX Garmin Avionics	1	\$ 0.00	\$ 0.00
Complimentary Ground - FTD - & Flight Training	1	\$ 0.00	\$ 0.00
Night Vision Goggles	2	\$ 24,350.00	\$ 48,700.00

Acceptance Location

Training Subtotal \$ 48,700.00

Centennial Airport, Centennial, Colorado	1	\$0.00	\$0.00
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Certification

U.S. FAA	1	\$0.00	\$0.00
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Purchase Price

\$ 5,108,537.00

**APPENDIX 2
NEW HELICOPTER WARRANTY
THREE YEARS/1,000 HOURS WARRANTY**

Seller warrants each new helicopter to be free from defect in material or workmanship under normal use and service for 1000 hours of operation or three (3) years from acceptance, whichever occurs first. Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will be warranted for the balance of the original aircraft warranty. Seller assigns each manufacturer's warranty to Buyer to the extent such manufacturer's warranty exists and is assignable.

Parts, components and assemblies of all helicopter parts may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.

Seller's sole obligation under this warranty is limited to the repair or replacement of parts which are determined to Seller's reasonable satisfaction to have been defective within the applicable warranty period as described above. Replacement of parts may be either new or reconditioned at Seller's election and at the lowest allowable maintenance level contained in Seller's manuals, service bulletins or applicable supplier manuals. In addition, during the first year or within 1,000 hours of total aircraft time, whichever occurs first, the Seller shall reimburse Buyer at a rate of \$85.00 USD per hour for reasonable labor costs directly related to removal and reinstallation of parts determined to be defective; such reimbursement amount shall be in Seller's sole discretion and Seller shall not reimburse any labor costs which it does not deem to be reasonable or directly related to removal and reinstallation. Seller shall also reimburse reasonable freight charges, excluding insurance, customs fees, duties, handling fees, and taxes. Seller shall not reimburse Buyer for any parts repaired or replaced outside of the Seller's Warranty Claims Process unless express prior written authorization is granted by Seller's Warranty Department to Buyer for such repair or replacement.

NO FAULT FOUND: In the event Seller determines, after evaluation of a returned part, that a defect does not exist, then Buyer shall pay all expenses incurred by Seller related to the return including, but not limited to, costs incurred in shipping and evaluating the part and cost for any replacement part and restocking of the part. In addition, Seller shall not reimburse Buyer for any costs related to the removal or reinstallation of such a part.

WARRANTY CLAIM PROCESS: Defective parts must be reported in writing to the Seller's Warranty Administration within fourteen (14) days of being found defective. Parts may be repaired or replaced with new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Buyer complying with the Seller's Warranty Process as described in the Bell Helicopter VISTA Customer Portal and with the Seller's Warranty Administration disposition instructions for defective parts. Failure to properly comply with Seller's Warranty Process may, at Seller's sole option, void Seller's warranty as to the allegedly defective part.

RETURN SHIPMENT: Parts returned to Seller will be eligible for remedy under this warranty only if the part is carefully packed by the Buyer for the return shipment. Damage occurring to a part due to improper packaging may result in the denial of a warranty claim. In the event that Seller determines a returned part to be damaged or unsalvageable due to improper packaging, the Buyer will be billed repair or replacement cost incurred by Seller. The party initiating shipment bears the risk of loss or damage to parts in transit.

CORE RETURNS: Any core removed by Buyer for which Seller has furnished a replacement part through the Warranty Process shall be shipped by Buyer, with all historical service records, to a facility designated by Seller, within fourteen (14) days of receipt by Buyer of the replacement part. Buyer shall provide Seller with proof of shipment within fourteen (14) days following receipt of the replacement part. In the event that Buyer fails to provide Seller with such proof of shipment within the fourteen (14) days or fails to provide the applicable historical service records, Buyer shall be charged the invoiced value of the replacement part.

WARRANTY AND LIABILITY DISCLAIMERS AND EXCLUSIONS: THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Buyer's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of the helicopter part, reimbursement of reasonable freight charges, and reimbursement of reasonable labor costs directly related to removal and reinstallation as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to work performed by third parties at Buyer's request and with respect to engines, engine accessories, batteries, paint, radios, Garmin equipment, Honeywell equipment, and Buyer furnished equipment or equipment manufactured by others and installed at Buyer's request.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, normal wear and tear, erosion or corrosion. Seller makes no warranty and disclaims all liability for consumables which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

This warranty shall not apply to any helicopter part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole

judgment, to affect its stability, safety or reliability. This warranty shall not apply to any helicopter part which has been subject to misuse, negligence or accident, or which has been installed in any aircraft which has been destroyed. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell Authorized Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL AUTHORIZED CUSTOMER SERVICE FACILITIES, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

CHOICE OF LAW AND JURISDICTION: This warranty shall be interpreted under and governed by the laws of the State of Texas. All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Fort Worth Division located in Fort Worth, Tarrant County, Texas. In the event that Buyer files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Buyer files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

**ATTACHMENT A
AIRCRAFT DESCRIPTION**

Qty.	Description	
1	<p>Bell Helicopter Model 407 Serial No. 53249 Registration No. N710DP Engine Serial Numbers: Rolls Royce 250-C47B, CAE-847277 Airframe TTSNEW: 15,363.3 (as of 8/29/2018) Total Airframe Landings/Torque Events: 16206 Engine TTSNEW: 14,537.4 Engine Cyc SNEW: 11698</p> <p>Exterior: White base with blue metallic accent stripes w/clearcoat. Main rotor blades are finished with high visibility markings.</p> <p>Configuration/Avionics/Mission Equipment (subject to audit confirmation):</p> <ul style="list-style-type: none"> • Garmin GTN635 Comm/WAAS GPS • Garmin SL-40 Comm #2 • NAT AA-94/95 Audio Panels (1 ea Cockpit & Pax) • Garmin GTX-32 Remote Transponder • FLIR EO/IR Turret w/ECU • Troll Microwave Downlink System • King KCS-55a H.S.I. System • Bell Flight Instrument Group (DG is removed) • Airfilm Sensor Mount • Rotor Brake • Dual Controls • High Skids w/Flitesteps • Concorde Lead Acid Battery • PreciseFlight Pulselight Kit • AAI Folding Pre-Flight/Maintenance Step Kit • 7 place standard seating • Corporate Soundproofing • Bell Litter Provisions w/Ski Option • Churchill Augmented Reality System (ARS) • Rear Op Station/Monitor for Churchill ARS • TFO Station Video Monitor • AAI Rapelling Fixture Kit (Left & Right, Ropes not incl.) • Air Comm Bleed Air Heater • Engine Particle Separator • AAI Automatic Door Openers (w/Baggage Door) • King KRA-10 Radar Altimeter • Spectrolab SX-5 w/SLASS • Technisonic TDFM9300 wiring provisions only • Airfilm Lighting System 	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/09/2018

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 Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Textron Inc. and Bell Helicopter Textron Inc. 3255 Bell Helicopter Blvd. Fort Worth TX 76118 USA	INSURER A: Westminster Ins Co. 0094AL	
	INSURER B: National Union Fire Ins Co of Pittsburgh 19445	
	INSURER C: Zurich American Ins Co 16535	
	INSURER D: American Zurich Ins Co 40142	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570070407483** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3441GLUS018 GENERAL LIABILITY	01/01/2018	01/01/2019	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4020209 04	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$3,000,000
							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			28189406 UMBRELLA SIR applies per policy terms & conditions	01/01/2018	01/01/2019	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC402021004 WC402021104	04/01/2018 04/01/2018	04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Excess WC			EWS402021204 SIR applies per policy terms & conditions	04/01/2018	04/01/2019	EL Each Accident	\$1,000,000
							EL Disease - Policy	\$1,000,000
							EL Disease - Ea Emp	\$1,000,000

Certificate No : 570070407483

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

Evidence of Insurance
Excess WC SIR - \$1,000,000 As respects General Liability policy number 3441GLUS018, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Coverage is Independently Procured by the Insured. Aon Insurance Managers is the insurance manager and/or authorized representative.

CERTIFICATE HOLDER**CANCELLATION**

Bell Helicopter Textron Inc. 3255 Bell Helicopter Blvd Fort Worth TX 76118-7630 USA	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 <i>Aon Risk Services Northeast, Inc.</i>



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 _____



Contract Control Number: POLIC-201843211-00

Contractor Name: BELL HELICOPTER TEXTRON INC

By: Rick D. Van Zandt

Name: Rick D. Van Zandt
(please print)

Title: Authorized Representative
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

