

**AGREEMENT**  
**FLIGHT INFORMATION DISPLAY SYSTEMS SOFTWARE SUPPORT AND  
MAINTENANCE**

**THIS AGREEMENT**, Contract Number 201418873-00, made and entered into as of the date set forth on the signature page, below (the "Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **SIGNATURE TECHNOLOGIES, INC., DBA COM-NET SOFTWARE**, an Ohio corporation authorized to do business in the State of Colorado (the "Consultant"), Party of the Second Part;

**WITNESSETH:**

**WHEREAS**, the City owns, operates and maintains Denver International Airport, ("DIA," or the "Airport"); and

**WHEREAS**, the Consultant was engaged in the development, distribution, configuration and support of FIDS/MUFIDS/BIDS software systems at DIA and has expertise in this area; and

**WHEREAS**, the City desires to obtain continuing support services for software for the Airport's Flight Information Display System (FIDS), including its Multiple User Flight/Baggage Information Display System (MUFIDS/BIDS); and

**WHEREAS**, the Consultant is qualified and ready, willing and able to perform the services as set forth in this Agreement;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

**1. LINE OF AUTHORITY:** The City's Manager of Aviation, his designee or successor in function ("Manager of Aviation" or the "Manager") authorizes all work performed under this Agreement. The Manager hereby delegates his authority over the work described herein to the Deputy Manager of Aviation/Technologies - CIO ("Deputy Manager"), as the Manager's authorized representative for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement. The Deputy Manager's authorized representative for day-to-day administration of the Consultant's services under this Agreement is the Project Manager. The Consultant shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The Manager and the Deputy Manager may rescind or amend any such designation of representatives or delegation of authority, and the Deputy Manager may from time to time designate a different individual to act as Project Manager, upon notice to the Consultant.

**2. PROFESSIONAL SERVICES:**

A. The Consultant will furnish all of the technical, administrative,

professional and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to provide support services for the MUFIDS/BIDS Software as described in the attached **Exhibit A, Master Services Agreement**.

B. The Consultant shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

3. **COMPENSATION AND PAYMENT:**

A. **Fee:** The City hereby agrees to pay the Consultant, and the Consultant agrees to accept as its sole compensation for completion of all of the services set forth in **Exhibit A**, an amount not to exceed the Maximum Contract Liability set forth in paragraph 5., below, including all travel and other expenses, payable by the City on a monthly basis in accordance with **Attachment 1 to Exhibit A**. Monthly payments shall be made to the Consultant based on monthly invoices submitted by the Consultant which have been audited and approved by the City.

B. **Time of Payment:** The City shall process all invoices for payment received from the Consultant on a timely basis in accordance with the City's Prompt Payment Ordinance, Section 20-107, et. seq. of the D.R.M.C. The Consultant agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

C. **Reimbursable Expenses:** The Consultant may be reimbursed, at cost, for its reasonable expenses necessarily incurred in connection with its services rendered hereunder. The Consultant shall obtain prior written approval of its proposed reimbursable expenses from the Deputy Manager. Costs approved by the Deputy Manager or the Deputy Manager's designee shall be eligible for reimbursement as follows:

Mileage	At Federally approved rate per mile
Parking at DIA	At Cost
Long Distance Telephone/Fax/Courier	At Cost
Extraordinary expenses related to Consultant's services when approved in advance by the Manager	At Cost
Photocopies	\$0.10 per page

Travel costs, for travel approved by the Deputy Manager or the Deputy Manager's designee, shall be eligible for reimbursement as follows:

- (1) All reimbursable travel shall have received prior written approval of the Deputy Manager or the Deputy Manager's designee.

- (2) Vehicle rental costs will be allowed only if it can be demonstrated that such rental costs afforded the most economical travel method available, taking into consideration the element of time. Use of such vehicle for personal travel shall not be included.
- (3) No reimbursement shall be approved for air fare costs greater than the most economical rate available to the traveler at the time of his or her trip. Hourly billing rates for the traveler shall not be billed for any period of time for which the trip was extended for personal convenience.
- (4) Meals for travelers shall be limited to \$31.00 per day per person.
- (5) Sleeping accommodation costs shall be limited to a reasonable amount, taking into account costs of alternate accommodations in the location and other relevant factors.
- (6) Personal expenses such as personal telephone expenses and nonbusiness entertainment shall not be included.

It is presumed that the Consultant's hourly fee includes all expenses other than those set forth above, and no other expenses shall be separately reimbursed hereunder.

**D. Invoices:** Monthly payments shall be made to the Consultant based on monthly invoices submitted by the Consultant, which invoices shall be submitted to the City only for services, materials and equipment previously provided and work completed by the Consultant, and otherwise in accordance with the provisions of this Agreement, which invoices have been audited and approved by the City. Each such invoice shall bear the signature of an authorized officer of the Consultant certifying that the information set forth in the invoice is true and correct.

**E. Additional Services:** The Consultant may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the Manager reasonably determines to be outside of the services described in the Consultant's Scope of Work or in excess of those services. The Consultant shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses therefor have been authorized in writing in advance by the Manager, in accordance with the billing rates set out above. In no event shall the approval of Additional Services, and the cost of performing them, be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability set forth in Section 5 of this Agreement.

4. **TERM:** The term of this Agreement shall commence on July 1, 2015, and shall terminate on June 30, 2018. The term of this Agreement may be extended for one period of two (2) years, by written amendment to this Agreement. Notwithstanding any other extension of term under this paragraph 4, the term of this Agreement may be extended by the mutual agreement of

the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

5. **MAXIMUM CONTRACT LIABILITY:** Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the sum of Six Hundred Seventy Thousand Dollars (\$670,000.00), unless this Agreement is amended to increase such amount.

6. **CONTRACT FUNDING:** All payments under this Agreement shall be paid from the "City and County of Denver Airport System Operations and Maintenance Fund" and from no other fund or source. The City is under no obligation to make payments from any other source.

7. **COORDINATION AND LIAISON:** The Consultant agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Deputy Manager with any City agency, or any person or firm under contract with the City doing work which affects the Contractor's work.

8. **CITY REVIEW OF PROCEDURES:** The Contractor agrees that, upon request of the Deputy Manager, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

9. **DEFENSE & INDEMNIFICATION:**

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees 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 Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

#### 10. **INSURANCE:**

A. The Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit B**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Consultant signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit B**. All sub-contractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. The City's acceptance of any submitted insurance certificate is subject to

the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E. The Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

11. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

12. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and ordinance.

13. **ASSIGNMENT:** The Consultant covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager thereto. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager.

14. **INSPECTION OF RECORDS:**

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultant further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

B. The City and the Auditor of the City or any of his duly authorized

representatives, until the expiration of three years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant which are related to work performed under this Agreement without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

15. **INFORMATION FURNISHED BY CITY:** The City will furnish to the Consultant available information concerning DIA and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract. The Consultant shall be responsible for the verification of the information provided to the Consultant.

16. **FEDERAL PROVISIONS:** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport. The provisions of the attached **Appendices 1 and 3** are incorporated herein by reference.

17. **STATUS OF CONSULTANT AS INDEPENDENT CONSULTANT:** It is understood and agreed by and between the parties hereto that the status of the Consultant shall be that of an independent consultant retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1E(x) of the Charter of the City, and it is not intended nor shall it be construed that the Consultant, its employees or subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

18. **TERMINATION:**

A. The City has the right to terminate this Agreement without cause, on thirty (30) days written notice to the Consultant, and with cause on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the Consultant, or if this Agreement is terminated by the City for cause, the Consultant shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Consultant performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated for the convenience of the City and without the fault of the Consultant, the Consultant shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

E. The Contractor has the right to terminate this contract with cause by giving not less than thirty (30) days prior written notice to the City.

19. **NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

by Consultant to:     Manager of Aviation  
                                  Denver International Airport  
                                  Airport Office Building, 9<sup>th</sup> Floor  
                                  8500 Pena Boulevard  
                                  Denver, Colorado 80249-6340

and by City to:         Signature Technologies, Inc.  
                                  dba Com-Net Software  
                                  3728 Benner Rd.  
                                  Miamisburg, OH 45342

20. **NO WAIVER OF RIGHT:** No assent, expressed or implied, to any breach of any one or more of the covenants, terms and provisions of this Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

21. **ADMINISTRATIVE HEARING:** Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to the Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

22. **BOND ORDINANCES; GOVERNING LAW; VENUE:** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is

in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado.

**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Consultant further agrees to insert the foregoing provision in all subconsultants hereunder.

**24. PERSONNEL ASSIGNMENTS:**

A. All key professional personnel identified in the Consultant's proposal will be assigned by the Consultant or subconsultants to perform work under this Agreement. The Consultant shall submit to the Deputy Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned. Such additional personnel must be approved in writing by the Deputy Manager. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

B. If the Consultant decides to replace any of its key professional personnel, it shall notify the Deputy Manager in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the Deputy Manager, which approval shall not be unreasonably withheld. The Deputy Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen days after the Deputy Manager receives the list of key professional personnel which the Contractor desires to replace. If the Deputy Manager or his designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

C. If, during the term of this Agreement, the Deputy Manager determines that the performance of approved key personnel is not acceptable, he shall notify the Consultant, and he may give the Contractor notice of the period of time which the Deputy Manager considers reasonable to correct such performance. If the Deputy Manager notifies the Consultant that certain of its key personnel should be reassigned, the Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the Deputy Manager's notice.

D. While the Consultant may retain and contract with subconsultants, no final agreement with any such subconsultant shall be entered into without the prior written consent of

the Manager. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided by the subconsultant, the name, address, the professional experience and qualifications of the subconsultant and any other information which may be requested by the Manager. Approval of the subconsultant shall not relieve the Consultant of any obligations under this Agreement. Any final agreement with the approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make a claim of payment against any City property arising out of the performance of the agreement.

E. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed subconsultant deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of subconsultants.

F. The Consultant shall not retain any subconsultant to perform work under this Agreement if the Consultant is aware, after a reasonable written inquiry has been made, that it is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

## **25. AIRPORT SECURITY:**

A. It is a material requirement of this Agreement that the Consultant shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Consultant shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Consultant or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Agreement for cause.

B. The Consultant shall promptly upon notice of award of this Agreement, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Consultant's operations under this Agreement. The Consultant shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Consultant or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Agreement, the Consultant shall take immediate steps to comply with security modifications which occur as a

result of the changed status. The Consultant may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Consultant's operations at the Airport.

D. The Consultant shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Consultant fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Consultant under this Agreement.

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

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant 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 Consultant 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 subcontractor or subconsultant that fails to certify to the Consultant 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 the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant 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 Den. Rev. Mun. Code 20-90.3.

27. **DSBO GOALS:** The Consultant may be subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. **The goal for this Agreement is: N/A – Not Subject to Ordinance.** If it is determined that project goals apply, such project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded, for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

28. **CONFLICT OF INTEREST:** The Consultant agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

29. **TAXES AND COSTS:** The Consultant shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

30. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work

performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of the City and County of Denver.

31. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Consultant and Consultant's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Consultant and Consultant's agents from City facilities or participating in City operations.

32. **CITY SMOKING POLICY:** Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

33. **SEVERABILITY:** In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

34. **NO THIRD PARTY BENEFICIARIES:** The 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 the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Consultant that subconsultants and any other person other than the City or the Consultant receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

35. **ADVERTISING AND PUBLIC DISCLOSURES; OPEN RECORDS:**

A. The Consultant shall not include any reference to this Contract or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings and technical data which have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

B. The Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

36. **INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

37. **HEADINGS:** The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

38. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This agreement consists of Articles 1 through 41 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1	Standard Federal Assurances
Appendix No. 3	Nondiscrimination in Airport Employment Opportunities
Exhibit A	Master Services Agreement
Exhibit B	City Insurance Certificate

In the event of (i) an irreconcilable conflict between a provision of Articles 1 through 41 and any of the listed attachments or (ii) between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendices Nos.1 and 3
- Articles 1 through 41 hereof
- Exhibit A, Master Services Agreement
- Exhibit B, City Insurance Certificate
- Other documents incorporated into this Agreement by reference.

39. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Manager, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this

Agreement.

40. **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.

41. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver, and approved by the Denver City Council if such approval is required by the Charter of the City and County of Denver.

[END OF PAGE]

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PLANE-201418873-00

Contractor Name: COMNET SOFTWARE

By: David L. Michaels 

Name: DAVID L. MICHAELS  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: Stephen D. Rohrig

Name: STEPHEN D. ROHRIG  
(please print)

Title: V. P. OPERATIONS  
(please print)



## APPENDIX NO. 1

### STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX NO. 3

### NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

**It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.**

EXHIBIT A



**MASTER SERVICES AGREEMENT**

**BETWEEN**

**SIGNATURE TECHNOLOGIES, INC. dba  
COM-NET SOFTWARE**

**AND**

**THE CITY AND COUNTY OF DENVER**

**August 1, 2015**

## Master Services Agreement

- 1.0 Summary** – Software Maintenance and on-going software services are provided to the Denver International Airport (DEN) by Signature Technologies, Inc. dba Com-Net Software (Com-Net) for all Flight Information Display Systems (FIDS) software provided under the Master Purchasing Agreement. Com-Net supplies a complete solution for software maintenance and services, including operating system support. Initiated with a request from DEN, Com-Net responds with a customer service solution, twenty-four (24) hours a day, seven (7) days a week. Service history is tracked in Com-Net's Service Event Management System. This premium service covers all labor associated with the maintenance support of all inventoried software modules of the information display system.
- 2.0 Term** – July 1, 2015 - June 30, 2018.
- 3.0 Help Desk Service** – Com-Net's Help Desk is fully staffed with trained, experienced Help Desk Analysts twenty-four (24) hours a day, seven (7) days a week.
- 3.1 Service Request Procedure**
- 3.1.1 Single Point of Contact – Once a system problem is identified as a malfunction in the installed software, the DEN System Administrator will contact Com-Net at the Help Desk number (800-899-2638, Option 1). The System Administrator will need to provide a contact name, contact phone, and the description of the problem.
- 3.1.2 Initial Response - A Help Desk Analyst from Com-Net will contact DEN by phone within 1 hour of any critical call or 2 hours on any routine call. The Analyst will provide DEN the Help Desk ticket number for future reference and tracking.
- 3.1.3 Problem Resolution - A Help Desk Analyst stays involved throughout the entire process and serves as your main point of contact until the problem is resolved.
- 3.2 Service Call Tracking**
- 3.2.1 Service Event Management System - Each call received by the Help Desk Analyst will be entered into our database. The individual call will be time-stamped as to when it was received and will include a description of the problem, and the name of the person who reported the problem. The individual ticket will show who took the call, to whom the call was given and at what time he received it. When the ticket is closed it will be time-stamped as to when it was closed, the duration of the time the ticket was opened, who closed the call and what corrective action was taken to correct the problem.

### 3.3 Escalation Process

#### 3.3.1 Tier Escalation – Com-Net Tier Levels are as follows:

- a. Tier I Help Desk Analyst
- b. Tier II Software Analyst
- c. Tier III Manager of Software Support
- d. Tier IV Vice President of Operations

3.3.2 Help Desk Escalation - The first point of contact is always the Help Desk Analyst. This allows Com-Net to follow a problem from start to finish and to keep adequate records of any problem that the airport may have. Most problems can easily be solved with direction from our Help Desk Analysts. If the Help Desk cannot resolve the problem within two hours, the call will be escalated to the next level of support.

3.3.3 Software Analyst Escalation – Escalation occurs when diagnosis is not complete within 4 hours of assignment. At this point, the Software Support Manager will become involved in the call.

3.3.4 Emergency/Critical Call Escalation - Escalation occurs when there is any critical software failure. In this case, the call would go directly from a Help Desk Analyst to the Software Support Manager.

3.3.5 Senior Management Escalation - Escalation occurs when the actual or estimated time of repair exceeds 6 hours. In this case, the call would go directly from a Help Desk Analyst to the Vice-President of Operations or Product Development.

**4.0 Software Maintenance Work Scope** – Com-Net is dedicated to providing a superior customer experience by providing on-going software maintenance services on the system to keep the system performing at an exceptional level.

#### 4.1 Help Desk Support

4.1.1 Com-Net provides Help Desk service for 24-hour emergency and routine software support. The Help Desk provides real-time remote assistance. The Help Desk creates service tickets, tracks and manages each support issue.

#### 4.2 Software Releases and Upgrades

4.2.1 Software Support – Com-Net provides software support to the DEN FIDS system application modules (Exhibit A). Software fixes and related software update releases for the existing DEN customized software version modules under this Master Services Agreement are implemented into the DEN customized FIDS system after securing DEN approval change request number without an operational impact at no additional cost as part of the annual maintenance fee.

4.2.2 Software Distribution – Com-Net will access site systems and related software modules remotely. Distribution of DEN approved releases and repairs will be made electronically into the DEN customized FIDS system remotely without an operational impact.

#### **4.3 Preventative Maintenance**

4.3.1 Com-Net provides remote preventative maintenance on the server and DDC software applications. Preventative Maintenance includes tested and approved program enhancements, patches, and upgrades to the current point release of ECLIPSE software on the current DEN customized FIDS Software System without impact to normal operations. Prior notification will be provided to DEN with approval secured prior to performing any such activity.

#### **4.4 Corrective Maintenance**

4.4.1 Com-Net provides remote corrective maintenance on the server and DDC software applications upon securing DEN approval. Corrective maintenance includes diagnosis of ECLIPSE software failures, recovery of Com-Net software system failures, and remote assistance to any recovery from a server failover.

**5.0 Service Response Definition** – Com-Net provides on-going services to maintain the FIDS software in an operational state and minimize downtime. Com-Net classifies service requests into two categories; Emergency/Critical and Routine. Emergency/Critical service requests are defined as follows:

##### **5.1 Emergency/Critical Failures**

5.1.1 Emergency Definition - A software failure is considered an emergency if any of the key software modules are inoperative to the extent the system cannot deliver flight information in a normal manner. The emergency services shall include the necessary software changes required to replace malfunctioning system elements. Emergency failures include the following:

- a. The FIDS server software is inoperative for more than two (2) hours.
- b. The fourth (4th) occurrence or greater of the same system failure in a thirty (30) day period

##### **5.2 Routine Maintenance**

5.2.1 Routine Definition – A system software failure is considered routine if it doesn't meet the above definition of emergency and by its nature is non-critical to DEN's overall site operation. Routine maintenance typically includes single points of display software failure, which can be resolved remotely.

**6.0 Service Level Agreement** – Com-Net will provide a timely response to service requests from DEN on its FIDS software modules. Service response times are unique for the categories of preventative, emergency and routine. Service response times are as follows:

##### **6.1 Maintenance Response and Completion**

6.1.1 Emergency/Critical Response – Com-Net will provide software telephone support 24 hours per day, 7 days a week for emergency response. Telephone support will be provided within an hour (1) of receipt of the request.

6.1.2 Routine Response – Com-Net will provide software telephone support 24 hours per day, 7 days a week for routine response. Telephone support will be provided within two (2) hours of receipt of the request.

**7.0 Maintenance and Services Exclusions** – Com-Net software maintenance and support is provided to repair FIDS software modules. Conditions that fall outside of this service are identified as follows:

**7.1 Hardware/Software Exclusions**

7.1.1 Equipment Failure – Hardware components failures within the FIDS system are excluded from this service coverage. Hardware failure includes:

- a. Server failures
- b. DDC failures
- c. Display failures
- d. Network failures

7.1.2 Software Restoration – Should a hardware failure occur, any Com-Net labor required to reload the software application and restore software services are out of scope. Such restorations include:

- a. Reload of new server
- b. Reload of new DDCs

7.1.3 Damaged Cabling – Non-software delivery issues that affect data delivery to the displays due to cut or broken cabling that support FIDS software devices are excluded from this service coverage. Equipment diagnosis will be performed to identify cabling as the cause of the outage, but remedial action is out of scope.

7.1.4 Out of Scope Work – Out of Scope Work includes, but is not limited to the following:

- a. Hardware Adds, Moves or Changes ordered by DEN
- b. Software configuration associated with new hardware orders
- c. Follow-up on data quality of Third Party Software feeds

**7.2 Excluded Work Pricing**

7.2.1 Pricing of Excluded Work – Com-Net will accept work directed by DEN that is excluded or Out-of-Scope from this maintenance agreement. These scopes will be handled through a quotation from the Com-Net Sales Account Representative. Once a contract vehicle such as a purchase order or credit card is received, the work will be scheduled subject to Com-Net's current workload.

**8.0 Pricing of Service** – Com-Net will charge DEN a monthly fee of Nine Thousand Eight Hundred and Two Dollars (\$9,802) for the Software Maintenance, on-going Software Services as outlined within this Agreement. The annual recurring fee will include help desk, software support, and software version point releases necessary for the day-to-day operation of the DEN FIDS system.

## **8.1 Site Inventory**

8.1.1 Software Inventory – Com-Net will maintain a site-specific inventory of software as noted within the Standard Price List, Exhibit A, under this Master Services Agreement. The inventory will be the basis for the annual recurring fee structure. The inventory will be maintained on a monthly basis for any changes or modifications.

## **8.2 Standard Price List**

8.2.1 Pricing Schedule – Com-Net will maintain a Standard Price List, attachment 1 to price all services provided under the agreement. The price list includes FIDS software modules included in the recurring annual fee.

## **8.3 Invoicing**

8.3.1 Annual Invoicing – Com-Net will invoice DEN on an annual recurring basis sixty (60) days in advance of the annual term date. Out-of-Scope activities will be invoiced under a separate monthly invoice in arrears. Terms of payment are 45 days from the date of the invoice.

Attachment 1

**Standard Software Price List  
FIDS Maintenance and Services  
For Denver International Airport (DEN)**

Description	Quantity	Mo. Unit Price	Mo. Service
<b>EclipsX Software</b>			
ECLIP SX View-2	1038	\$8.00	\$8,304.00
ECLIP SX Server	1	\$525.00	\$525.00
ECLIP SX Connect	1	\$130.00	\$130.00
ECLIP SX Monitor	1	\$127.00	\$127.00
ECLIP SX Design	1	\$162.00	\$162.00
ECLIP SX Failover	1	\$127.00	\$127.00
ECLIP SX Emergency Notification System	1	\$200.00	\$200.00
ECLIP SX Display Manager (Test Lab)	1	\$227.00	\$227.00
	Total		\$9,802.00

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

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Certificate Holder Information:

CITY AND COUNTY OF DENVER  
Attn: Risk Management, Suite 8810  
Manager of Aviation  
Denver International Airport  
8500 Peña Boulevard, Room 8810  
Denver CO 80249

**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201418873 – Flight/Baggage Information Display System Upgrade**

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**I. MANDATORY COVERAGE**

**Colorado Workers' Compensation and Employer Liability Coverage**

**Coverage:** COLORADO Workers' Compensation

**Minimum Limits of Liability (In Thousands)**

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

**Any Policy issued under this section must contain, include or provide for the following:**

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

**Commercial General Liability Coverage**

**Coverage:** Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

**Minimum Limits of Liability (In Thousands):**

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

**Any Policy issued under this section must contain, include or provide for the following:**

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy \_\_\_Project \_\_\_Location\_\_\_, if applicable

**Business Automobile Liability Coverage**

**Coverage:** Business Automobile Liability (coverage at least as broad as ISO form CA0001)

**Minimum Limits of Liability (In Thousands):** Combined Single Limit

\$1,000

**Any Policy issued under this section must contain, include or provide for the following:**

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

## II. ADDITIONAL COVERAGE

### Umbrella Liability

**Coverage:**

<b>Umbrella Liability, Non Restricted Area</b>		
<b>Minimum Limits of Liability (In Thousands)</b>	Each Occurrence and aggregate	\$1,000
Umbrella Liability Restricted Area	Each Occurrence and aggregate	\$9,000

**Any Policy issued under this section must contain, include or provide for the following:**

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

### Professional Liability - Technology Contracts

**Coverage: Professional Liability including Cyber Liability for Errors and Omissions**

(If contract involves software development, computer consulting, website design/programming, multi-media designers, integrated computer system design, data management, and other computer service providers.)

<b>Minimum Limits of Liability (In Thousands)</b>	Per Claim	\$1,000
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**Any Policy issued under this section must contain, include or provide for the following:**

1. The insurance shall provide coverage for the following risks:
  - a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
  - b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
  - c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
2. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.
3. Any cancellation notice required herein may be provided by either certified or regular mail.
4. The policy shall be endorsed to include the City, its elected officials, officers and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Insured
5. Coverage must include advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

### III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

### NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.