

## **EQUIPMENT 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 **E-Z-GO DIVISION OF TEXTRON, INC.**, a tradename of **Textron, Inc.**, a Delaware corporation whose address is 1451 Marvin Griffin Rd Augusta, GA 30906 (“Contractor”).

### **RECITALS:**

1. The City desires to obtain 490 golf carts and equipment (cumulatively, the “Equipment”), and Contractor desires to provide that Equipment to the City. The City will trade in 403 existing golf carts, the terms and conditions for which are found in Exhibit A.

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 **JP MORGAN CHASE BANK, N.A.** (the “Financer”).

### **AGREEMENT:**

For and in consideration of the agreements contained herein 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. **COORDINATION AND LIAISON:** Contractor agrees that during the term of this Agreement it shall fully coordinate the performance of this Agreement with the City, including the Executive Director of Parks and Recreation (“Manager”) or as otherwise directed by the City. Contractor understands that the Manager or designee is the City's representative or Project Manager under this Agreement through whom Contractor obligations performed under this Agreement shall be coordinated.

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

A. 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”) and within the schedule and locations set out in **Exhibit A**.

B. 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.

C. Upon delivery of the Equipment, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the exhibits. If the Equipment does not conform, the City will so notify Contractor in writing within

sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Equipment contains a defect or nonconformity not apparent on examination, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Equipment, or repudiates acceptance of it, Contractor will return to the City all fees paid with respect to the rejected product, and the City will cease using the Equipment and return the Equipment to the Contractor.

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. Pricing is Free On Board, Denver, CO, delivered to the City facilities as set out on Exhibit 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 the Contractor from any obligation hereunder.

B. 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 Financer as further described in the LPA.

C. Contractor agrees to furnish, upon the written request of the City, any additional information needed to substantiate or clarify the design and/or performance characteristics of the Equipment.

D. Contractor Invoices must include the following:

- (1) City contract control number.
- (2) Items listed individually.
- (3) Invoice number and date.
- (4) Requesting department name and "ship to" address.
- (5) Payment terms.

5. **TERM.** The term of this Agreement shall commence upon January 1, 2019 and expire on December 31, 2023.

6. **COMPENSATION.**

A. It is understood and agreed that the City has elected to finance the Equipment and Warranties through the LPA. The City and Financer have also entered into an escrow agreement that together with the LPA provide for payment to the Contractor of the maximum amount stated herein subject to the procedure set out in the LPA. The Contractor's performance under this Agreement is expressly conditioned upon funding of the escrow agreement and proper payment as set out herein.

B. The total compensation payable to Contractor for acquiring and delivering the Equipment together with the Warranties shall not exceed the amount of **TWO MILLION**

**THREE HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED AND EIGHTY DOLLARS** (\$2,321,480.00) (the “Maximum Purchase Amount”), payable directly to the Contractor by Financer under the escrow agreement. Title to the Equipment shall vest with Financer upon payment of the Maximum Purchase Amount to Contractor. Beneficial use of the Equipment and Warranties shall remain with the City.

C. The total compensation payable by the City to Contractor under this Agreement for the Equipment and Warranties is Zero Dollars (\$0.00) (the “Maximum Contract Amount”).

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. **TIME IS OF THE ESSENCE**: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by Contractor, time is of the essence.

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 or if the underlying project or activity is canceled. The City has the right to terminate this Agreement without cause on thirty (30) days written notice. 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 upon ten (10) days prior 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) Financer fails to honor its obligations under the LPA.

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

pertinent books, documents, papers and records of the Contractor, 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:** 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. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 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 Contractor from City facilities or participating in City operations.

15. **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 Financer 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 rights, 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 Financer and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Financer that such subleasing will not adversely affect the exclusion of the interest components of the rental payments made to Financer 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 Financer and the rights of Financer 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.

16. **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.

17. **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:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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.

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:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

I. **Additional Provisions:**

(a) For Commercial General 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.

**18. DEFENSE AND INDEMNIFICATION:**

**A.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this 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 Contractor 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.** Contractor’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. Contractor’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.** Contractor 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 Contractor under the terms of this indemnification obligation. The Contractor 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.

F. In the event of any claim to the City concerning infringement or violation of a third party's intellectual property rights, the City will endeavor to promptly notify Contractor in writing of any such claim and will cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (1) contest, (2) settle, (3) procure for the City the right to continue using the Equipment, software, or services, or (4) modify or replace them to be non-infringing (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If none of the foregoing options is reasonably possible, then Contractor will refund a pro-rata portion of the amounts paid hereunder with respect to the Equipment, software, or services (based on the expected life thereof) and reimburse the City for all reasonable expenses for removal and replacement of the Equipment or software. Contractor is not liable for any infringement-related liabilities based upon modifications to the Equipment or software made by the City without Contractor's consent or being used or sold with products not provided by Contractor and made without Contractor's consent.

19. **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.

20. **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.

21. **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.



22. **DISPUTES:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) et. seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article 2 hereof.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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 both 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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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:

Executive Director of Parks and Recreation or Designee  
201 West Colfax Avenue, Suite 601  
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.

33. **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.

34. **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.

35. **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.

36. **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.

**EXHIBITS ATTACHED**

**EXHIBIT A-EQUIPMENT**

**EXHIBIT B-CERTIFICATE OF INSURANCE**

[Signatures on following 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:** PARKS-201845941-00

**Contractor Name:** E-Z-GO DIVISION OF TEXTRON INC

By: Maryellen Williams

Name: Maryellen Williams  
(please print)

Title: Contracts Administrator  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



EXHIBIT A

# Pricing

9-27-18

## City of Denver Golf

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
217	TXT Elite 2.0	2019	Net 30	\$6,220.00	\$1,349,740.00
260	TXT Elite 2.0	2019	Net 30	\$6,220.00	\$1,617,200.00
13	TXT Elite (Ranger) 3.0	2019	Net 30	\$6,930.00	\$90,090.00

INCLUDED ACCESSORIES			
Color: Platinum	Fold Down Windshield	Sand Bottles	Charger
Premium Steering Wheel	Message Holder	Premium Seat - Ranger Cars	Wheel Covers - silver
USB Port	Sun Canopy Top - Black	Logo and Numbers	Fleet seat color = tan

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

### TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	214	TXT48	2014	\$1,450.00
E-Z-GO	183	TXT Gas	2014	\$2,250.00
E-Z-GO	6	TXT Gas Ranger	2014	\$2,250.00

### PURCHASE PROGRAM DETAILS

Trade value per car:	<b>\$1,450.00, \$2,250.00</b>	Total trade value:	<b>\$735,550.00</b>
Trade amount used to net down lease payment or purchase price:	<b>\$735,550.00</b>	Trade value returned as cash:	<b>\$0.00</b>

### SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. City of Denver Golf must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

Contract Dates: 1/1/17 – 12/31/19 National IPA Contract # R161101

E-Z-GO DIVISION OF TEXTRON INC, 1451 Marvin Griffin Road Augusta, GA 30906-3852

Duns #: 02-321-1535 FEIN #: 05-07-15468 Letter of intent by 10-17-18, Delivery of first 217 in February 2019. Delivery of 260 by end of June 2019.

**NOTE:** Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

City of Denver Golf

E-Z-GO Division of Textron Inc.



**WARNING:** Operating, servicing, and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to - [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

Accepted by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The Textron Specialized Vehicles (TSV) Division of Textron Inc. ("Company") provides that any new Model Year 2019 E-Z-GO RXV Fleet and TXT Fleet gasoline or lead-acid electric vehicle (the "Vehicles") and/or battery charger purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
MAJOR SUSPENSION COMPONENTS - Steering Gearbox, steering column, shocks, struts and leaf springs	4 years
MAJOR ELECTRONICS – Electric motor, solid state speed controller and battery charger	4 years
LEAD ACID DEEP CYCLE BATTERY – TXT ELECTRIC MODELS:	
• Standard Battery	Earlier of 4 years or 23,500 amp hours*
• Standard Battery with optional water fill system	Earlier of 4 years or 25,000 amp hours*
LEAD ACID DEEP CYCLE BATTERY – RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
GAS CAR BATTERY (Gas cars with added electrical loads must be equipped with heavy duty battery)	2 years
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
SEATS - Seat bottom, seat back and hip restraints	3 years
POWERTRAIN – Gasoline engine, gasoline axle, engine air intake and exhaust system	4 years
POWERTRAIN – Electric axle	3 years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL OPTIONS AND ACCESSORIES - All options and accessories supplied by Company at time of purchase	2 years
ALL OTHER COMPONENTS - All other components supplied by Company at time of purchase	2 years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening	90 Days
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date of:

- Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is one (1) year from the date of manufacture of the Vehicle.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the TSV Customer Care / Warranty Department.

**EXCLUSIONS:** Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate or improper maintenance, neglect, abuse, improper usage, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

**THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:**

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, routine scheduled oil and filter changes, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
- shows indications that the charger has been modified to charge vehicles not approved for the charger;
- gasoline vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used in an application other than a fleet golf vehicle such as a Personal Transportation Vehicle (PTV), utility vehicle, or other non-fleet golf vehicle
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company for the application.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO EZGO.TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION:  
TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646534G19



**USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO NON-APPROVED GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If the Company elects to repair or replace a defective part, the Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

**DISCLAIMER:** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

**LIABILITY LIMITATIONS:** IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

**WARNING:** ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

**LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:**

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- Claims for battery warranty replacement require specific testing, as specified by the TSV Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - five (5) air exchanges per hour in the charging facility;
  - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

**OTHER COMPANY RIGHTS:**

- Company may perform vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of the warranty period.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by a Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS AUTHORITY:** No Company employee, dealer, distributor or representative, or any other person, has any authority to bind the Company beyond the terms of this Limited Warranty without the express written approval of the TSV Customer Care / Warranty Department.

**EMISSIONS CONTROL WARRANTY:** The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided in a separate Statement with the Vehicle.

## Limited Warranty Terms and Conditions – RXV and TXT ELITE Fleet Vehicles

Textron Specialized Vehicles Inc. (“Company”) provides that any new Model Year 2019 E-Z-GO RXV Fleet and TXT Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the “Vehicles”) and/or the battery charger for the Vehicle’s lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the “Limited Warranty”). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee (“Purchaser”) for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the “Warranty Period”):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	4 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser’s location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser’s location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company’s Customer Care / Warranty Department.

**EXCLUSIONS:** Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

**THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:**

- shows indications that routine maintenance was not performed in accordance with the Owner’s Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

**FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION:  
TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.**

**TSV P/N 657284G19**

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) <b>STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK</b>	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	<b>NOT ALLOWED</b>

**USE OF NON-APPROVED PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

**DISCLAIMER:** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

**LIABILITY LIMITATIONS:** IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOSS OF TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

**WARNING:** ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

**LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:**

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
  - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

**OTHER COMPANY RIGHTS:**

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

**AUTHORITY:** No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.

## TEXTRON E-Z-GO GOLF CARTS

### Purchase

	Electric			Electric			Electric		
	Fleet	Ranger	Total	Fleet	Fleet \$	Ranger	Ranger \$	Total	Total
City Park	80	2	82	80	\$ 497,600.00	2	\$ 13,860.00	82	\$ 511,460.00
Evergreen	70	2	72	70	\$ 435,400.00	2	\$ 13,860.00	72	\$ 449,260.00
Kennedy	110	3	113	110	\$ 684,200.00	3	\$ 20,790.00	113	\$ 704,990.00
<b>Total June</b>	<b>260</b>	<b>7</b>	<b>267</b>	<b>260</b>	<b>\$ 1,617,200.00</b>	<b>7</b>	<b>\$ 48,510.00</b>	<b>267</b>	<b>\$ 1,665,710.00</b>
Overland	72	2	74	72	\$ 447,840.00	2	\$ 13,860.00	74	\$ 461,700.00
Wellshire	70	2	72	70	\$ 435,400.00	2	\$ 13,860.00	72	\$ 449,260.00
Willis	75	2	77	75	\$ 466,500.00	2	\$ 13,860.00	77	\$ 480,360.00
<b>Total Feb</b>	<b>217</b>	<b>6</b>	<b>223</b>	<b>217</b>	<b>\$ 1,349,740.00</b>	<b>6</b>	<b>\$ 41,580.00</b>	<b>223</b>	<b>\$ 1,391,320.00</b>
<b>Total</b>	<b>477</b>	<b>13</b>	<b>490</b>	<b>477</b>	<b>\$ 2,966,940.00</b>	<b>13</b>	<b>\$ 90,090.00</b>	<b>490</b>	<b>\$ 3,057,030.00</b>

Jun-19  
Feb-19

Purchase Fleet \$ 6,220.00  
Purchase Ranger \$ 6,930.00

### Trade In

	Electric				Gas		Electric		Total	
	Fleet	Fleet	Ranger	Total	Gas	Gas \$	Electric	Electric \$	Total	Total
City Park	0	0	0	0	0	\$ -	0	\$ -	0	\$ -
Evergreen	0	70	1	71	71	\$ 159,750.00	0	\$ -	71	\$ 159,750.00
Kennedy	0	110	2	112	112	\$ 252,000.00	0	\$ -	112	\$ 252,000.00
<b>Total June</b>	<b>0</b>	<b>180</b>	<b>3</b>	<b>183</b>	<b>183</b>	<b>\$ 411,750.00</b>	<b>0</b>	<b>\$ -</b>	<b>183</b>	<b>\$ 411,750.00</b>
Overland	72	0	2	74	2	\$ 4,500.00	72	\$ 104,400.00	74	\$ 108,900.00
Wellshire	70	0	2	72	2	\$ 4,500.00	70	\$ 101,500.00	72	\$ 106,000.00
Willis	72	0	2	74	2	\$ 4,500.00	72	\$ 104,400.00	74	\$ 108,900.00
<b>Total Feb</b>	<b>214</b>	<b>0</b>	<b>6</b>	<b>220</b>	<b>6</b>	<b>\$ 13,500.00</b>	<b>214</b>	<b>\$ 310,300.00</b>	<b>220</b>	<b>\$ 323,800.00</b>
<b>Total</b>	<b>214</b>	<b>180</b>	<b>9</b>	<b>403</b>	<b>189</b>	<b>\$ 425,250.00</b>	<b>214</b>	<b>\$ 310,300.00</b>	<b>403</b>	<b>\$ 735,550.00</b>

Jun-19  
Feb-19

Tade in for Electric \$ 1,450.00  
Trade in for Gas \$ 2,250.00

Net Lease June \$ 1,253,960.00  
Net Lease Feb \$ 1,067,520.00  
Net Lease Total \$ 2,321,480.00

GOLF		PARKS	
<b>City Park Golf Course</b> 3181 East 23rd Avenue Denver, CO 80205 720-865-03410		<b>East District</b> City Park 2100 Steele Street Denver CO 80205	303.704.3210
<b>Evergreen Golf Course</b> 29614 Upper Bear Creek Road Evergreen, CO 80439 720-86503430		<b>Northwest</b> Sloan's Lake 4700 Byron Place Denver CO 80212	303.880.7376
<b>Harvard Gulch Golf Course</b> 660 East Iliff Avenue Denver, CO 80210 720-865-0450		<b>Northeast</b> Lowry 8540 E Lowry Blvd Denver CO 80220	303.520.9623
<b>John F. Kennedy Golf Course</b> 10500 East Hampden Avenue Denver, CO 80014 720-865-0720		<b>Southwest</b> Washington Park 820 S Humbolt Street Denver CO 80209	720.865.2230
<b>Overland Park Golf Course</b> 1801 South Huron Street Denver, CO 80223 720-865-0430		<b>DPO</b> 3375 Park Ave West Denver CO 80216	720.913.0606
<b>Wellshire Golf Course</b> 3333 South Colorado Blvd. Denver, CO 80222 720-865-0440		<b>City Wide Trails</b> 678 S Jason Street Denver CO 80223	720.865.7071
<b>Willis Case Golf Course</b> 4999 Vrain Street Denver, CO 80212 720-865-0700			



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/16/2018

**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).**

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Textron Inc. and E-Z-GO Division of Textron Inc. 1451 Marvin Griffin Road Augusta GA 30913 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: 570073934896      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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L 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	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
							Products - Comp/Op	\$2,000,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> 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)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> 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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC402021004	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C				WC402021104	04/01/2018	04/01/2019	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	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 : 570073934896

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

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. City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and workers Compensation policies.

**CERTIFICATE HOLDER**

**CANCELLATION**

City and County of Denver 101 West Colfax Ave., Suite 900 Denver, CO 80202 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  