

## 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 **PATTLEN ENTERPRISES, INC.**, a Colorado corporation whose address is 4700 Holly Street, Denver, Colorado 80216 (“Contractor”).

### RECITALS:

1. The City desires to obtain golf, parks, and lawn maintenance equipment (cumulatively, the “Equipment”), and Contractor desires to provide that Equipment to the City.
2. The City intends to finance and pay for the acquisition of the Equipment through a separate lease-purchase agreement (the “LPA”) between the City and **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**. The delivery of the Equipment which is designated for Parks in Exhibit A shall be to 945 south Huron Street, Denver, Colorado.

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 **FOUR MILLION**

**ONE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED AND FORTY-SEVEN DOLLARS AND THREE CENTS** (\$4,143,547.03) (the “Maximum Purchase Amount”), payable directly to the Contractor by Financer. 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 the 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**H. Business Automobile Liability:** 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-201845940-00

Contractor Name: Pattlen Enterprises, Inc.

By: Dan Melchior

Name: DAN MELCHIOR  
(please print)

Title: V.P. & Gen. Mgr.  
(please print)

ATTEST: [if required]

By: Shelly Grajeda

Name: SHELLY GRAJEDA  
(please print)

Title: Credit Manager  
(please print)

SHELLY GRAJEDA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974006107  
MY COMMISSION EXPIRES SEPT. 2, 2021



## EXHIBIT A



4700 Holly Street  
 Denver, CO 80216  
 Mobile: 720-641-3865  
 Office: 303-394-6638



## CITY OF DENVER GOLF

## 2018 Discounted Pricing

Att: Pam Smith

10/23/2018

Qty	Model Number	Description	Unit price	Extended
8	30809	GM 3500-G gas powered trim mower	\$33,217.50	\$265,740.00
8	30841	Work Light Kit		
15	04358	<b>Greenmaster 3150-Q</b>	\$35,528.25	\$532,923.75
45	04654	11 BL Cutting Unit		
15	04626	Narrow Wiehle Roller (Set of 3)		
45	04648	Universal Groomer Drive		
45	04802	Twin Tip Grooming Reel		
15	04554	Light Kit - LED		
2	04358	<b>Greenmaster 3150-Q</b>	\$29,208.00	\$58,416.00
6	04652	8 BL Cutting Unit		
2	04626	Narrow Wiehle Roller (Set of 3)		
2	04554	Light Kit - LED		
9	03606	<b>Reelmaster 5410-D - 36.8 hp Tier 4-compliant Diesel w/ factory installed ROPS</b>	\$55,960.50	\$503,644.50
45	03621	22 IN 5 IN 8 Blade (RR) Radial Reel EdgeSeries		
9	03406	Powered Rear Roller Brush Only (Kit of 5)		
9	30669	Universal Sunshade - White		
9	03614	Golf Ball Guard		



1	03606	<b>Reelmaster 5410-D - 36.8 hp Tier 4-compliant Diesel w/ factory installed ROPS</b>	\$53,526.00	\$53,526.00
5	03621	22 IN 5 IN 8 Blade (RR) Radial Reel EdgeSeries		
1	30669	Universal Sunshade - White		
1	03614	Golf Ball Guard		
1	03679	<b>Reelmaster 5610-D 43.5 hp Turbo Diesel w/ Cross-Trax &amp; factory installed ROPS</b>	\$63,284.25	\$63,284.25
5	03638	22 IN 7-Inch, 8-Blade RR DPA Cutting Unit EdgeSeries		
1	03408	Powered Rear Roller Brush Only (Kit of 5)		
1	03405	7-inch Weight for CUs with No Attachments (Kit of 5)		
1	30669	Universal Sunshade - White		
1	03614	Golf Ball Guard		
2	30609	<b>GM 4000-D (Tier 4 Final Compliant)</b>	\$62,325.75	\$124,651.50
2	30669	Universal Sunshade - White		
2	30691	Lights Adapter Kit		
2	30414	North American Road Light Kit		
7	30881	<b>GM 4500-D (Tier 4 Final Compliant)</b>	\$62,205.00	\$435,435.00
7	30669	Universal Sunshade - White		
5	07387	<b>Workman - (HDX) - 4WD Diesel (Kubota)</b>	\$27,007.50	\$135,037.50
5	07316	High Flow Hydraulic Kit		
22	07042	<b>GTX Workman (Gas)</b>	\$8,831.25	\$194,287.50
22	07140	Canopy, 2-Seat		
22	07145	Brush Guard		
22	07144	12v Electric Lift Kit		

1	08705	<b>Sand Pro 5040</b>	\$22,536.51	\$22,536.51
1	08714	Manual Blade (40")		
1	08731	Mid-Mount ASM		
1	08734	Solid Tine Toolbar		
1	08754	QAS Finish Grader		
1	08752	Spring Rake		
1	110-1314	LIGHT KIT-SANDPRO		
1	108-9427	LIFT ARM ADAPTER ASM		

1	08705	<b>Sand Pro 5040</b>	\$22,796.66	\$22,796.66
1	08714	Manual Blade (40")		
1	08731	Mid-Mount ASM		
1	08734	Solid Tine Toolbar		
1	08751	Tooth Rake		
1	08754	QAS Finish Grader		
1	110-1314	LIGHT KIT-SANDPRO		

2	41394	<b>Multi Pro 5800-G with ExcelaRate™</b>	\$47,611.10	\$95,222.20
2	41614	30g FRESH WATER RINSE KIT		
2	41249	Foam Marker Kit - Multi Pro Sprayer		
2	136-0458	FINISH KIT - FOAM MARKER, MP5800		
24	95-9188	NOZZLE SS 1.GPM		

2	07053	<b>Versa Vac</b>	\$21,941.25	\$43,882.50
2	07081	Rubber Finger Deck		

4	44552	<b>Pro Force Debris Blower</b>	\$7,131.75	\$28,527.00
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4	44913	<b>GreensPro 1260 (Armrest and LED light kits standard)</b>	\$11,871.75	\$47,487.00
4	44911	Smoothing Roller Scraper		

1	44701	<b>ProPass 200 Base (Please verify Toro or Gator mount upon order)</b>	\$9,558.75	\$9,558.75
1	44707	ProPass Toro Truck Mount Kit		

1	09715	<b>ProCore 864</b>		\$26,568.71	\$26,568.71
4	09796	4 Tine 3/4" Head Set			
2	120-1045	GUARD-TURF, 4-TINE (SHORT)			
1	120-1059	GUARD-TURF, 4-TINE (RH)			
1	120-1060	GUARD-TURF, 4-TINE (LH)			
32	114-0558	TINE-SD EJECT			

3	09716	<b>ProCore 1298</b>		\$30,938.97	\$92,816.91
18	09797	3 Tine 7/8" Head Set HD			
12	120-1044	GUARD-TURF, 3-TINE (SHORT)			
6	120-1051	GUARD-TURF, 3-TINE, LONG			
3	104-9877	TINE-SIDE EJECT, 7/8 X 5.75			

1	L6060	<b>[Non-Toro Part]: Kubota 60HP Tractor</b>		\$33,262.20	\$33,262.20
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1	04654	<b>11-blade DPA reels for the Toro GR3150 (Set of 3)</b>		\$7,122.00	\$7,122.00
1	04626	Narrow wiehle roller kit (set of 3)			

Note: All above Toro products include a five (5) year warranty. Kubota products include a two (2) year warranty.

<b>TOTALS</b>	
<b>Total</b>	<b>\$2,796,726.44</b>



4700 Holly Street  
 Denver, CO 80216  
 Mobile: 720-641-3865  
 Office: 303-394-6638



**CITY OF DENVER PARKS DEPARTMENT**

2018 Discounted Pricing

Att: Abby McNeal

10/15/2018

Qty	Description	Unit price	Extended price
18	Scag 61- zero turn with 3- year warranty	\$8,789.30	\$158,207.40
18	Light Bar	\$152.00	\$2,736.00
18	Leaf Mulching	\$75.20	\$1,353.60

12	Scag 72- zero turn with 3-year warranty	\$9,267.05	\$111,204.60
12	Light Bar	\$152.00	\$1,824.00
12	Leaf Mulching	\$83.20	\$998.40

27	Toro GM 3280 (no canopy) with 5-year warranty	\$18,523.19	\$500,126.13
27	72 " deck	\$4,830.75	\$130,430.25
27	Recylcer completion kit	\$329.25	\$8,889.75
24	Cab- doors heater weights	\$9,120.29	\$218,886.96
23	Broom	\$5,890.00	\$135,470.00
23	Plow	\$3,334.50	\$76,693.50

Thank you for the opportunity to quote you on the above listed equipment.  
 As always, please feel free to call me with any questions!

**Total equipment cost \$1,346,820.59**

Sincerely,  
 Brent Szafraniec  
 Southern Territory Manager

Exhibit A  
Golf Course Delivery Addresses

City Park Golf Course  
3181 East 23rd Avenue  
Denver, CO 80205  
720-865-03410

Evergreen Golf Course  
29614 Upper Bear Creek Road  
Evergreen, CO 80439  
720-86503430

Harvard Gulch Golf Course  
660 East Iliff Avenue  
Denver, CO 80210  
720-865-0450

John F. Kennedy Golf Course  
10500 East Hampden Avenue  
Denver, CO 80014  
720-865-0720

Overland Park Golf Course  
1801 South Huron Street  
Denver, CO 80223  
720-865-0430

Wellshire Golf Course  
3333 South Colorado Blvd.  
Denver, CO 80222  
720-865-0440

Willis Case Golf Course  
4999 Vrain Street  
Denver, CO 80212  
720-865-0700











# EXHIBIT A

## Pattlen Enterprises, Inc. Golf & Parks Equipment

### GOLF TURF EQUIPMENT LOCATIONS AND QUANTITIES



Pattlen Golf Equipment GOLF					GOLF TURF EQUIPMENT LOCATIONS AND QUANTITIES							
					City Park Golf	Evergreen Golf	Harvard Golf	Kennedy Golf	Overland Golf	Wellshire Golf	Willis Case Golf	match total
Description												
GM 3500 G Gas Pwered trim mc	8	\$ 33,217.50	\$ 265,740.00	5	1	1	1	2	1	1	1	8
Work Light Kit	8				1	1	1	2	1	1	1	8
Greenmaster 3150-Q	15	\$ 35,528.25	\$ 532,923.75	5	2	2	0	4	3	2	2	15
11 BL Cutting Unit	45				6	6	0	12	9	6	6	45
Narrow Wiehle Roller (set of 3)	15				2	2	0	4	3	2	2	15
Univeral Groomer Drive	45				6	6	0	12	9	6	6	45
Twin Tip Grooming Reel	45				6	6	0	12	9	6	6	45
Light Kit - LED	15				2	2	0	4	3	2	2	15
Greenmaster 3150-Q	2	\$ 29,208.00	\$ 58,416.00	5	0	0	0	0	0	1	1	2
8 BL Cutting Unit	6				0	0	0	0	0	3	3	6
Narrow Wiehle Roller (set of 3)	2				0	0	0	0	0	1	1	2
Light Kit - LED	2				0	0	0	0	0	1	1	2
Reelmaster 5410-D - 36.1 hp 4-c	9	\$ 55,960.50	\$ 503,644.50	7	2	0	0	1	2	2	2	9
22 IN 5 IN 8 Blade (RR) Radial Re	45				10	0	0	5	10	10	10	45
Powered Rear Roller Brush Only	9				2	0	0	1	2	2	2	9
Universal Sunshade - White	9				2	0	0	1	2	2	2	9
Golf Ball Guard	9				2	0	0	1	2	2	2	9
Reelmaster 5410-D - 36.1 hp 4-c	1	\$ 53,526.00	\$ 53,526.00	7	0	0	0	1	0	0	0	1
22 IN 5 IN 8 Blade (RR) Radial Re	5				0	0	0	5	0	0	0	5
Universal Sunshade - White	1				0	0	0	1	0	0	0	1
Golf Ball Guard	1				0	0	0	1	0	0	0	1
Reelmaster 5610-D 43.5 hp Turf	1	\$ 63,284.25	\$ 63,284.25	7	0	1	0	0	0	0	0	1
22 IN 7-inch, 8-Blade RR DPA Cu	5				0	5	0	0	0	0	0	5
Power Rear Roller Brush Only (k	1				0	1	0	0	0	0	0	1
7-inch Weight for CUS with No A	1				0	1	0	0	0	0	0	1
Universal Sunshade	1				0	1	0	0	0	0	0	1
Golf Ball Guard	1				0	1	0	0	0	0	0	1
GM 4000-D (Tier 4 Final Complia	2	\$ 62,325.75	\$ 124,651.50	7	0	0	0	0	1	1	0	2
Universal Sunshade - White	2				0	0	0	0	1	1	0	2
Lights Adapter Kit	2				0	0	0	0	1	1	0	2
North American Road Light Kit	2				0	0	0	0	1	1	0	2
GM 4500-D (Gier 4 Final Compli	7	\$ 62,205.00	\$ 435,435.00	7	2	1	0	2	1	0	1	7
Universal Sunshade - White	7				2	1	0	2	1	0	1	7
Workman - (HDX) - 4 WD Diesel	5	\$ 27,007.50	\$ 135,037.50	7	1	0	0	1	1	1	1	5
Hihg Flow Hydraulic Kit	5				1	0	0	1	1	1	1	5
GTX Workman (Gas)	22	\$ 8,831.25	\$ 194,287.50	7	4	2	0	5	3	4	4	22
Canopy, 2 -Seat	22				4	2	0	5	3	4	4	22
Brush Guard	22				4	2	0	5	3	4	4	22
12v Electric Lift Kit	22				4	2	0	5	3	4	4	22

	Sand Pro 5040	1	\$ 22,536.51	\$ 22,536.51	5	1	0	0	0	0	0	0	1
	Manual Blad (40")	1				1	0	0	0	0	0	0	1
	Mid-Mount ASM	1				1	0	0	0	0	0	0	1
	Solid Tine Toolbar	1				1	0	0	0	0	0	0	1
	QAS Finish Grader	1				1	0	0	0	0	0	0	1
	Spring Rake	1				1	0	0	0	0	0	0	1
	LIGHT KIT-SANDPRO	1				1	0	0	0	0	0	0	1
	LIFT ARM ADAPTER ASM	1				1	0	0	0	0	0	0	1
	Sand Pro 5040	1	\$ 22,796.66	\$ 22,796.66	5	0	0	0	0	0	0	1	1
	Manual Blad (40")	1				0	0	0	0	0	0	1	1
	Mid-Mount ASM	1				0	0	0	0	0	0	1	1
	Solid Tine Toolbar	1				0	0	0	0	0	0	1	1
	QAS Finish Grader	1				0	0	0	0	0	0	1	1
	Tooth Rake	1				0	0	0	0	0	0	1	1
	LIGHT KIT-SANDPRO	1				0	0	0	0	0	0	1	1
	Multi Pro 5800-G with ExcelaRa	2	\$ 47,611.10	\$ 95,222.20	7	1	0	0	0	1	0	0	2
	30g FRESH WATER RINSE KIT	2				1	0	0	0	1	0	0	2
	Foam Marker Kit - Multi Pro Spr	2				1	0	0	0	1	0	0	2
	FINISH KIT - FOAM MARKER, MF	2				1	0	0	0	1	0	0	2
	NOZZLE SS 1.GPM	24				12	0	0	0	12	0	0	24
	Versa Vac	2	\$ 21,941.25	\$ 43,882.50	7	0	1	0	0	0	1	0	2
	Rubber Finger Deck	2				0	1	0	0	0	1	0	2
	Pro force Debris Blower	4	\$ 7,131.75	\$ 28,527.00	7	2	0	0	2	0	0	0	4
	GreensPro 1260 (Armrest and L	4	\$ 11,871.75	\$ 47,487.00	5	1	0	0	1	0	1	1	4
	Smoothing Roller Scraper	4		\$ -		1	0	0	1	0	1	1	4
	ProPass 200 Base (Plesae verify	1	\$ 9,558.75	\$ 9,558.75	5	1	0	0	0	0	0	0	1
	Pro Pass Toro Truck Mount Kit	1				1	0	0	0	0	0	0	1
	ProCore 864	1	\$ 26,568.71	\$ 26,568.71	7	1	0	0	0	0	0	0	1
	4 Tine 3/4" Head Set	4				4	0	0	0	0	0	0	4
	GUARD-TURF, 4-TINE (SHORT)	2				2	0	0	0	0	0	0	2
	GUARD-TURF, 4-TINE (RH)	1				1	0	0	0	0	0	0	1
	GUARD-TURF, 4-TINE (LH)	1				1	0	0	0	0	0	0	1
	TINE-SD EJECT	32				32	0	0	0	0	0	0	32
	ProCore 1298	3	\$ 30,938.97	\$ 92,816.91	7	0	0	0	1	0	1	1	3
	3 tine 7/8" Head Set HD	18				0	0	6	0	6	6	6	18
	GUARD-TURF, 3-TINE (SHORT)	12				0	0	4	0	4	4	4	12
	GUARD-TURF, 3-TINE (LONG)	6				0	0	2	0	2	2	2	6
	TINE-SIDE EJECT, 7/8 X 5.75	3				0	0	1	0	1	1	1	3
	[Non-Toro Part]: Kubota 60HP T	1	\$ 33,262.20	\$ 33,262.20	10	0	0	0	0	0	0	1	1
no photo	11-Blade DPA reels for the Toro	1	\$ 7,122.00	\$ 7,122.00	7	1	0	0	0	0	0	0	1
			<b>Pattlen Golf Total</b>	<b>\$ 2,796,726.44</b>									



Pattlen Parks Equipment PARKS				PARKS LOCATIONS AND QUANTITIES						
				East District	Northwest District	Northeast District	Southwest District	DPO District	City Wide Trials	
Scag 61 - zero turn with 3-year v	18	\$ 8,789.30	\$ 158,207.40	6	2	6	2	1	1	18
Light Bar	18	\$ 152.00	\$ 2,736.00	6	2	6	2	1	1	18
Leaf Mulching	18	\$ 75.20	\$ 1,353.60	6	2	6	2	1	1	18
Scag 72 - zero turn with 3-year v	12	\$ 9,267.05	\$ 111,204.60	2	1	4	4	1	0	12
Light Bar	12	\$ 152.00	\$ 1,824.00	2	1	4	4	1	0	12
Leaf Mulching	12	\$ 83.20	\$ 998.40	2	1	4	4	1	0	12
Toro GM 3280 (no canopy) with 72" deck	27	\$ 18,523.19	\$ 500,126.13	9	3	5	6	3	1	27
Recycler completion kit	27	\$ 4,830.75	\$ 130,430.25	9	3	5	6	3	1	27
Cab-doors heater weights	27	\$ 329.25	\$ 8,889.75	9	3	5	6	3	1	27
Broom	24	\$ 9,120.29	\$ 218,886.96	8	3	4	5	3	1	24
Plow	23	\$ 5,890.00	\$ 135,470.00	8	3	4	5	2	1	23
	23	\$ 3,334.50	\$ 76,693.50	7	3	4	5	3	1	23
<b>Pattlen Parks Total</b>			<b>\$ 1,346,820.59</b>							
<b>Pattlen Parks and Golf Total</b>			<b>\$ 4,143,547.03</b>							



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/19/2018

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 any rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> USI Colorado, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: <b>Client Manager</b>
	PHONE (A/C, No, Ext): <b>800 873-8500</b>
	FAX (A/C, No):
	E-MAIL ADDRESS: <b>den.certificate@usi.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Zurich American Insurance Company
	INSURER B : Travelers Property Cas. Co. of America
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :
<b>INSURED</b> Pattlen Enterprises, Inc. 4700 Holly Street Denver, CO 80216	NAIC # 16535 25674

**COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GL0980923904	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP980924004	03/01/2018	03/01/2019	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	ZUP61M7480418NF	03/01/2018	03/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC980923804	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City and County of Denver, its elected and appointed officials, employees and volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation endorsement in favor of the Certificate (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> City and County of Denver 101 West Colfax Ave., Suite 900 Denver, CO 80202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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