

A G R E E M E N T

THIS AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “CITY” and **CENTURY HELICOPTER, INC.**, a Colorado Corporation with a principal address of 2001 Airway Ave., Ft. Collins, Colorado 80524, hereinafter referred to as the “CONTRACTOR”, collectively the “Parties”.

WITNESSETH:

WHEREAS, the City requires the services of an experienced Contractor to provide both scheduled and non-scheduled maintenance of the Denver Police Department’s helicopter for the purpose of maintaining optimal air worthiness status; and

WHEREAS, the Contractor was selected on the basis of its experience and demonstrated ability to perform the services contemplated herein as a candidate offering services to the public; and

WHEREAS, the City believes the Contractor to be well able to undertake and perform such services for the City and County of Denver, and desires to contract with the Contractor for the performing of such services as an independent contractor; and

WHEREAS, the Contractor is ready, willing and able to undertake such services as an independent contractor;

NOW, THEREFORE, in consideration of the premises, the mutual agreement herein contained, and the subject to the term and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. **WORK TO BE PERFORMED**: The Contractor, under the general direction and authorization of, and in coordination with, the City’s Chief of Police or designee (the “Chief”), shall provide both the scheduled and non-scheduled maintenance of the Denver Police Department’s **Bell 407** helicopter for the purpose of maintaining optimal air worthiness status, as more fully described in the Contractor’s Statement of Work and Estimated Services, a copy of which marked as **Exhibit “A”** is attached hereto and incorporated herein by reference. The designee of the Chief, unless otherwise modified in writing, will be the Police Department Air Support Unit Commander. It is understood and agreed that the Three Hundred (300) Hour Airframe Inspection and Annual Inspection referenced in Exhibit A will each take **approximately** eighty (80) man-hours. The Contractor shall faithfully perform the work required

under this Agreement in accordance with the standards of care, skill, training, diligence, and judgement provided by highly competent professionals who preform work of a similar nature to the work described in this Agreement, and in strict compliance with the terms and conditions of this Agreement.

2. COORDINATION AND LIAISON: The Contractor agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the City, including the Chief or as otherwise directed by the City.

The Contractor understands that the Chief is the City's representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated.

All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Chief shall become the property of the City. The Contractor also agrees to allow the City to review any and all procedure used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder, in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2018, provided that the Agreement may be extended for successive one (1) year terms upon agreement of the parties, appropriation of sufficient funds by the City and execution by the parties of amendments to this Agreement.

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

5. COMPENSATION AND PAYMENT: The Contractor agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all the items of work contained in this Agreement and **Exhibit A**, a sum not to exceed **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)**. Compensation shall be payable at the rate of \$95.00 per hour regular rate (**work performed on Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding federal holidays**) or \$142.50 per hour overtime rate (**work performed at all other days and times**), as applicable, for services, and on the basis of **Bell Helicopter** price lists approved by the City for parts and materials, all as described in Exhibit A, payable upon receipt

and approval by the City of complete and satisfactory invoices from the Contractor, demonstrating performance of services.

6. STATUS OF CONSULTANT: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Without limiting the foregoing, the parties specifically acknowledge that: the Contractor is not entitled to unemployment insurance benefits (unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City); the Contractor is not entitled to workers' compensation benefits from the City; and the Contractor is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

7. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon 30 days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the 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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other

items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

8. 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.

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

10. 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, and during any warranty period. 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 above-described 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 coverages required under this Agreement. 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 Professional Liability, and Excess Liability/Umbrella (if required) Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, 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. **Personal Automobile Insurance:** Contractor shall ensure personal automobile insurance is in force with limits of \$100,000 bodily injury per person; \$300,000 bodily injury per accident; \$50,000 property damage for all vehicles used in performing services under this Agreement. The policy will include a business use endorsement. Contractor represents, as material representations upon which the City is relying, that Contractor does not own any fleet vehicles and that in performing Services under the Agreement, Contractor's owners, officers, directors, and employees use their personal vehicles. Contractor shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

j. **Professional Liability (Errors & Omissions):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

k. Additional Provisions:

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) 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.

(b) 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.

11. DEFENSE AND INDEMNIFICATION

a. Contractor 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 shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to 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.

12. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

13. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the

City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

14. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

15. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

17. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the

existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

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

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

20. 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 subconsultant 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 it is required 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 subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant 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.

21. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, 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 variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

24. 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.

25. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor

to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

26. 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.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will 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.

29. 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 Executive Director. 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 Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third

parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

b. Use and Protection of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

(ii) Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii) Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

c. **Employees and Subcontractor**: Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

d. **Disclaimer**: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

31. 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.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the

terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

34. 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 under the Agreement, 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.

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: POLIC-201628715-00

Contractor Name: Century Helicopter, Inc.

By: Michael S. Hansen

Name: Michael Hansen
(please print)

Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 BACKGROUND

The Denver Police Department (DPD) has selected a Contractor with demonstrated experience in public safety or law enforcement completion; and a maintenance facility to provide scheduled and non-scheduled maintenance on the Department's Bell 407 helicopter, Serial No. 53249 – Tail No. N710DP; for the purpose of maintaining optimal airworthiness status.

The aircraft is specially equipped for law enforcement operations; and is operated under the provisions of "The General Operating and Flight Rules for Civil Aircraft" (Part 91) of the Federal Aviation Regulations (FAR). The aircraft is estimated to fly 675 hours per year.

The aircraft was delivered with an Airworthiness Certificate issued by the Federal Aviation Administration (FAA); and therefore, in order to maintain that certificate the aircraft must comply with a strictly regulated schedule of inspections and preventative maintenance. This maintenance is scheduled by flight hour and/or by calendar date. Manufacturer maintenance manuals are specific in regard to repair methods, and allowable tolerances for damage or wear for each component of the aircraft.

The law enforcement specialized equipment installed on the aircraft include, but may not be limited to, police radios, FLIR Systems Infrared & Color Camera Imager, Churchill ARS Moving Map System, Troll Systems Downlink Antenna, and Lo-Jack receiver. All require periodic inspection and repair.

The aircraft is powered by a Rolls Royce C47-B internal combustion turbo shaft engine. This engine is a separate component of the aircraft and on its own requires periodic inspections, maintenance, and repairs. Major overhaul(s) and rebuild(s) are required of the maintenance provider, or subcontracted and scheduled by the maintenance provider. During overhaul and rebuild periods, a replacement engine is required, to be provided and installed, by the maintenance provider to insure optimal flight time of the DPD aircraft.

The Contractor will independently provide for non-scheduled maintenance required by the aircraft manufacturer(s) and by the FAA. Airworthiness Directives and Alert Service Bulletins are issued by the aircraft manufacturer and engine manufacturer to insure safety and reliability of the aircraft. These directives are monitored by the FAA and issued to aircraft operators and certified maintenance providers.

A.2 CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor will employ and dedicate at least one full-time licensed mechanic who has successfully completed the Bell Field Maintenance, Component Repair and Overhaul, Electrical Avionics and/or Flight Control courses applicable to the model utilized by the Denver Police Department.

The Contractor's assigned mechanic/technician must have Bell approved training within the last five (5) years; and, the assigned mechanic/technician must have attended the respective refresher Bell Customer Training Academy course as applicable. All maintenance training records MUST be current, maintained and available for inspection upon request.

The Contractor shall have on staff an insured pilot with minimum qualifications of 2,000 hours total time, 500 hours in turbine rotorcraft, 250 hours in Bell 407, and recurrent training in the 407 within the last twelve (12) months.

The Contractor shall have a qualified pilot to ferry aircraft and provide testing, and track & balance operations. DPD agrees to ferry aircraft to the maintenance facility for scheduled maintenance / repair operations. DPD agrees to provide pilot services at the Contractor's maintenance facility, as requested, to expedite maintenance completion on DPD aircraft.

The Contractor shall provide capability to allocate labor resources and demonstrate expertise in prioritizing public safety aircraft in order to minimize the AOG at the maintenance facility.

All supervisors, inspectors and mechanics supervising, inspecting or performing maintenance, repair and calibration / testing service services on any aircraft, engine or components covered by this contract shall be FAA licensed and maintain proficiency in accordance with the FARS and be manufacturer (factory) trained, as appropriate, for type engine/aircraft, avionics, instruments and components being serviced.

All supervisors, inspectors and mechanics are required to be thoroughly familiar with appropriate FAA advisory circulars, FAA regulations, airworthiness directives, manufacturer's service letters and bulletins and engineering orders appropriate to the facility being operated and the type of engines, airframe, avionics and instruments being serviced.

All aircraft maintenance shall be provided by employees of the Contractor. No persons not employed by the Contractor shall work on the aircraft unless approved in writing by both the Bidder and Denver Police Department.

All work orders shall be signed by both the mechanic and a separate inspector.

A.3 TYPES OF SERVICE

The Contractor providing engine services, airframe services, avionics services, instrument repair and calibration services, non-destructive testing and altimeter certification services shall be certified and licensed as an approved FAA repair station in accordance with Federal Aviation Regulations (FAR) Part 145 and shall be a certified manufacturer's service station for type engine, airframe, avionics and instruments being serviced and be responsible for warranty repair work. The Contractor must submit certification and license as approved FAA repair station with its bid proposal.

Denver Police Department Exhibit A – Statement/Scope of Work

The avionics Contractor shall also be licensed by the Federal Communications Commission (FCC).

DPD is responsible for notifying the Contractor of the Hobbs Time reading of the helicopter once per week. The Contractor will notify DPD of any scheduled servicing, lubrication, inspections, retirements and overhauls; and the Contractor will provide expedient scheduling at required service times of each to minimize down time to the aircraft. Contractor shall be required to initiate the required inspection and maintenance (FAR Part 91 section 43.13 and 43.15) within 20 hours of the time the aircraft is delivered to the maintenance facility. Labor efforts to return the aircraft to service shall be continuous until all inspections, maintenance, and repairs have been completed and the aircraft is determined to be airworthy. No portion of FAR Part 91 Section 43.15 shall allow for any person other than those directly employed by the Contractor to work on the aircraft.

The Contractor shall employ database technology to track required maintenance in compliance with BHTI recommendations and all FAR requirements. This system shall include an FAA parts traceability program.

Service to be provided pursuant to this contract shall include, but not be limited to:

100, 150, and 300 hour inspections	Engine repair	Avionics repair & installation
Annual inspections	Overhaul	Altimeter certification system testing
Sheet metal repair	Paint and Painting	Non destructive airframe testing
Drive train and component repair		Minor structural repairs

The Contractor will have the capability to conduct routine approved engine inspections, maintenance and repair for the Rolls Royce C47-B internal combustion turbo-shaft engine. In the event that significant repairs and scheduled overhauls may require the engine to be sent to another, specialized factory approved repair facility; bidder shall have the capability to remove, ship, and reinstall the engine. Contractor shall also complete an engine power check after engine installation. See [Section A.9](#) Consignment Engines for additional information.

The Contractor must obtain approval in advance of all service from an authorized DPD Employee. All work performed will be done in compliance with FAA Regulations Part 91 and the requirements of BHTI. This includes mandatory compliance with all FAA Airworthiness Directives and BHTI mandatory Service Bulletins.

The Contractor shall provide a Weekly Maintenance and Component Time report based on Hobbs Time and current date.

The Contractor shall provide an Annual Aircraft Projection Report for scheduled maintenance / repair to include Type of Service, Description, Time Due, Estimated Due Date, Labor Cost, Parts costs.

A.4 DEVIATIONS / SUBSTITUTIONS

All services shall be performed as described throughout this RFP. Deviations are not permitted, unless the Contractor can explain in detail that deviation is of material benefit to DPD and provides service levels at least equal to those specified.

A.5 EMERGENCY SERVICES CAPABILITY

The Contractor must have the capability to provide emergency response 24-hours per day, 365-days per year to recover / repair disabled aircraft in the event of an aviation mishap or emergency aircraft on ground (AOG) event within one hour of notification. Response shall include all heavy lift and transport capability to return aircraft to the maintenance facility. The AOG response time is a requirement to begin to address the AOG situation when the scene, if applicable, is released by the appropriate investigative authority. AOG response time does not include time to travel to the AOG site.

The Contractor should provide a current list of contacts and after regular business hours phone numbers for emergency contact by DPD; or MUST within seven (7) business days of written notification from DPD provide the Emergency contact list.

A.6 SUPPLY OF PARTS

The Contractor shall be certified by the FAA and appropriately licensed/certified by the manufacturer to provide the parts used in this contract.

Contractor must maintain, at a minimum, a perpetual spare part inventory for each approved Bell model as shown in the following table. Contractor that maintains serviceable exchange components in their inventory may offset the minimum inventory requirement up to 15% for each applicable model. Major components and rotor blades will not be used in calculating the minimum inventory requirements.

Bell Model	Minimum Inventory
Model 407 series	\$60,000
Model 206/407 series	\$90,000

The Contractor shall provide demonstrated capability for parts availability, prioritizing public safety aircraft in order to minimize the AOG at the maintenance facility.

The Contractor providing parts shall use only those parts manufactured under FAR Part 21 and in accordance with manufacturer's specifications. The Contractor should familiarize itself with FAA Advisory Circular # 21-29B, pertaining to approved and/or unapproved parts and materials.

Any part or material supplied or used on DPD aircraft that is determined to be unapproved will be rejected and a formal complaint may be filed with the FAA Office of

Audit and Evaluation; which may place the affected contract in jeopardy of termination and/or affect future contract awards.

A.7 OWNERSHIP – REMOVED EQUIPMENT/COMPONENTS

Any and all equipment or components removed from the aircraft during the performance of any aircraft service, repair or installation shall remain the sole property of the Denver Police Department. Final disposition of the equipment or components shall be determined by DPD.

A.8 WARRANTY – PARTS

Parts that are within the warranty period and found to be defective by DPD, as supplied by the Contractor shall be the full responsibility of the contractor to pick up and replace the defective part(s), at no additional cost to DPD or the City of Denver.

Contractor shall track and maintain all warranty records for DPD for all parts used to complete services for this RFP.

A.9 CONSIGNMENT ENGINES

The Contractor shall have the capability of providing a consignment engine (C47-B) and components to support DPD aircraft, as required. It is not expected that the consigned engines and components will be for the sole use of the DPD. Bidder must provide advance recommendation for consignment engine vendor and hourly usage charge.

Re-Certification of consignment engines shall include engine power check. All recertification will be based on a fixed flat rate per type of engine/aircraft as required.

A.10 MAINTENANCE OF RECORDS – COMPONENTS

The contractor shall maintain records and certificates of manufacture for all major components. A copy of the work order explaining in detail the work performed shall be provided with all overhauled / repaired components regardless of whether the component was actually overhauled / repaired by the contractor at its facility or elsewhere.

A.11 CONTRACTOR FACILITIES

The Contractor must maintain a minimum of 5,000 square-feet of shop space dedicated to helicopter maintenance; must maintain a “clean room” of at least 200 square-feet; and must maintain a spare parts room of at least 150 square-feet.

The Contractor must maintain minimum equipment and field maintenance special tools as outlined in the BHTI Customer Service Facility Specification.

The Contractor shall provide a secure maintenance facility with 24 hour security provided. The services contractor(s) shall assure that no unauthorized personnel have any access to any Denver Police Equipment while said equipment is under the care, custody or control of the contractor. At

the close of a normal workday, all DPD aircraft shall be secured within a locked facility, no exceptions.

The Contractor must be able to perform scheduled and routine maintenance, and inspections at a facility that is no further than 45 minutes flight time from Centennial Airport (KAPA).

A.12 FACILITIES SURVEYS AND INSPECTIONS

The City reserves the right to periodically, and at any time during normal work hours, inspect the Contractor's work location. These inspections may take place either prior to, or anytime during the term of the contract.

Should the result of any inspection made by the City indicate that any material/parts supplied do not meet FAA regulations or contract specifications; the Contractor shall promptly rectify the situation at no additional cost to the City.

A.13 AIRCRAFT HANDLING

DPD employees will be primarily responsible for movement of the aircraft in and out of the DPD hanger. Pilots will always seek to operate the aircraft so as to prevent / minimize dust and snow from being blown into open hanger doors.

DPD agrees to provide a Heliporter® to transport the aircraft in and out of the hanger. DPD also agrees that the Contractor's mechanics may move the aircraft, if DPD employees are unavailable, with this same Heliporter®.

A.14 REQUIRED COMPLIANCE

The Contractor is required to comply with BHTI statements of compliance with International Traffic in Arms Regulations (ITAR) and Foreign Corrupt Practices Act (FCPA), Annual Activity, and Annual Marketing Plan before March 31st of each year.

A.15 REQUIRED SUBMITTALS

- A) A current listing of emergency contacts and phone numbers for after regular business hours, or MUST be supplied within seven (7) business days upon notification from DPD.
- B) The Contractor MUST provide FAA licenses and certificates, provide a record of maintenance proficiency in accordance with the FARS and be (factory) trained by the manufacturer, as appropriate, for each type of engine, airframe, avionics, instruments and components being serviced.
- C) The Contractor MUST submit certification and license as an approved FAA repair station for service and parts.

A.16 CONTRACT SPECIFIC DEFINITIONS

All terminologies and descriptions shall hold the meaning as commonly used in the Federal Aviation Regulations (FARs) and industry / manufacturers’ glossary of terms.

Term	Definition
ADS	Airworthiness Directives
AOG or Aircraft on Ground	Aircraft is grounded for maintenance and awaiting parts/repairs and therefore requires expedited attention
Avionics	Includes radio, radar and navigation systems, supplied/repaired by an FAA certified repair station
BHTI	Bell Helicopter Textron, Incorporated
City	City and County of Denver
DPD	Denver Police Department
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulations
FCC	Federal Communications Commission
Hobbs Time	Metered record of flight time
Parts	An FAA manufacturer certified airframe/engine assembly such as bearings, fasteners, rotor blades, shafts, fittings, instruments, controls and components including overhauled or repaired items
Service	Includes maintenance, repair, installation, overhaul and recertification conducted by an FAA certified approved repair station.
STC’s	Standard Terms and Conditions

PRICING MATRIX

Labor, Regular Business Hours	Hourly Rate
Labor, After Hours	Hourly Rate
Labor, Travel Time	Hourly Rate
Labor, Miscellaneous	Hourly Rate
Consignment Engine Rental	Hourly Rate
Emergency Response Costs	
Parts, DPD aircraft specific	
Consumables	

C.4 PROPOSAL ITEMS:

Proposal Item #1

Hourly Rate (M-F, 7AM-5PM, Regular Business Hours) \$ 95.00 Hour
 (to be multiplied by 150)

Proposal Item #2

Hourly Rate (5PM-7AM, Outside Regular Business Hours) \$ 142.50 Hour
 (to be multiplied by 5)

Proposal Item #3

Hourly Rate for Travel Time \$ 95.00 Hour
 (to be multiplied by 10)

Proposal Item #4

Rate Per Mile Vehicle Travel \$ 0.56 per mile plus tolls Mile
 (to be multiplied by 250)

Proposal Item #5

Emergency Response Charge (per incident) \$ 0.00 per occurrence
 (to be multiplied by 3)

Proposal Item #6

Discount/Markup from list on Bell Helicopter Parts +/- 0 %
 (to be multiplied by \$50,000 in parts)
 0% means no markup on list price

Proposal Item #7

Discount/Markup from other than Bell Helicopter Parts +/- +20% %
 (to be multiplied by \$5,000 in parts)
 10% means 10% markup over cost of parts

Notes:

The prices above are firm and fixed for the first year of the contact. Subsequent contract extensions may be subject to price increases not to exceed 2.5% of the current contract year pricing.

Since this proposal does not have a guaranteed value and services are only purchased and paid for on an as-needed basis, no performance bond will be furnished.

This proposal is valid until August 30, 2016.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AirSure Limited 25548 Genesee Trail Road Golden, CO 80401	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: AirSure Limited</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 303-526-5300</td> <td>FAX (A/C, No): 303-526-5303</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	CONTACT NAME: AirSure Limited		PHONE (A/C, No, Ext): 303-526-5300	FAX (A/C, No): 303-526-5303	E-MAIL ADDRESS:	
CONTACT NAME: AirSure Limited							
PHONE (A/C, No, Ext): 303-526-5300	FAX (A/C, No): 303-526-5303						
E-MAIL ADDRESS:							
INSURER(S) AFFORDING COVERAGE							
INSURER A : Praetorian Insurance Company							
INSURER B :							
INSURER C :							
INSURER D :							
INSURER E :							
INSURER F :							

INSURED
 Century Helicopters, Inc. Paravion Technology Inc
 Natrona Avionics LLC & Peloar Properties LLC
 2001 Airway Avenue
 Ft. Collins CO 80524

COVERAGES **CERTIFICATE NUMBER: 29391288** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC0400087	4/1/2016	4/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PER STATUTE</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PER STATUTE	OTHER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														
A	Workers Compensation			AWC0400087	4/1/2016	4/1/2017	Listed policy includes stop gap coverage for North Dakota, Ohio, Washington and Wyoming								

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

CERTIFICATE HOLDER City and County of Denver Attn: Debra Haynes, Finance Bureau 1331 Cherokee Street, Room 422 Denver CO 80204-2787	CANCELLATION 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 (CO) Kerin Dodd
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CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AirSure Limited 25548 Genesee Trail Road Golden, CO 80401	CONTACT NAME: AirSure Limited			
	PHONE (A/C, No. Ext): 303-526-5300	FAX (A/C, No): 303-526-5303		
E-MAIL ADDRESS:				
PRODUCER CUSTOMER ID #:				
INSURED Century Helicopters, Inc. Paravion Technology Inc & Peloar Properties LLC 2001 Airway Avenue Ft. Collins CO 80524	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A : Allianz Global Corporate & Specialty-Aviation			
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

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.

AIRPORT & FBO LIABILITY COVERAGES CERTIFICATE NUMBER: 30173880 REVISION NUMBER:

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
A	A2GA000284416AM	6/1/2016	6/1/2017	Y	N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY		\$	BI EA PER	\$	PD
		\$	EA OCC	\$10,000,000	
PREMISES MEDICAL PAYMENTS		\$	EA PER	\$	EA OCC
PRODUCTS LIABILITY	SALE OF FUEL & OIL	\$	BI EA PER	\$	\$5,000,000
	EXTENDED	\$	EA OCC	\$	\$5,000,000
COMPLETED OPERATIONS LIABILITY	EXTENDED	\$	BI EA PER	\$	\$5,000,000
		\$	EA OCC	\$	\$5,000,000
HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI	\$	EA AIRCRAFT	\$	\$20,000,000
	IN FLIGHT	\$		\$	\$20,000,000
FIRE LEGAL LIABILITY		\$	ANY ONE FIRE		
PERSONAL INJURY LIABILITY		\$	EA OCC	\$	AGGR
ADVERTISING LIABILITY		\$	EA OCC	\$	AGGR
CONTRACTUAL LIABILITY	INCLUDED				
	EXCLUDED				
COVERAGE		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION				
	Non-Owned Liability	\$	EA OCC	\$	\$5,000,000
	Non-Owned Hull	\$	EA OCC	\$	\$5,000,000
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	

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

Certificate Holder is included as additional insured but only with respects operations of the Named Insured. Certificate Holder is not covered for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

CERTIFICATE HOLDER

City and County of Denver
 Attn. Debra Haynes, Finance Bureau
 1331 Cherokee Street, Room 422
 Denver CO 80204-2787

CANCELLATION

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

(CO) Kerin Dodd

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ACORD 20 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2016

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.

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PRODUCER Danny Barnhart, Agent State Farm Insurance Companies 2427 S College Ave Unit B6 Fort Collins, CO 80525	CONTACT NAME: Callyn Olson PHONE (A/C, No, Ext): 970-226-1800 E-MAIL ADDRESS: callyn@danny-b.org	FAX (A/C, No): 970-226-1809
	INSURER(S) AFFORDING COVERAGE	
INSURED CENTURY HELICOPTERS INC & PARAVION TECHNOLOGY INC 2001 AIRWAY AVE FORT COLLINS CO 80524-2796	INSURER A : State Farm Mutual Automobile Insurance Company	NAIC # 25178
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	Y	Y	002 6623-F03-06E	06/03/2015	06/03/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as additional insured on Contract POLIC 201628715-00

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver, Its Elected and Appointed Officials, Employees and Volunteers
 1331 Cherokee Street, Room 422
 Denver CO 80204-2787

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



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AirSure Limited 25548 Genesee Trail Road Golden, CO 80401	CONTACT NAME: AirSure Limited			
	PHONE (A/C. No. Ext): 303-526-5300	FAX (A/C. No.): 303-526-5303		
E-MAIL ADDRESS:				
PRODUCER CUSTOMER ID #:				
INSURED Century Helicopters, Inc. Paravion Technology Inc & Peloar Properties LLC 2001 Airway Avenue Ft. Collins CO 80524	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A: Allianz Global Corporate & Specialty-Aviation			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

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.

AIRPORT & FBO LIABILITY COVERAGES

CERTIFICATE NUMBER: 31244281

REVISION NUMBER:

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
A	A2GA000284416AM	6/1/2016	6/1/2017	Y	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
PREMISES LIABILITY		\$	BI EA PER	\$	PD	
		\$	EA OCC	\$10,000,000		
PREMISES MEDICAL PAYMENTS		\$	EA PER	\$	EA OCC	
PRODUCTS LIABILITY	SALE OF FUEL & OIL	\$	BI EA PER	\$	\$5,000,000	
	EXTENDED	\$	EA OCC	\$5,000,000	AGGR	
COMPLETED OPERATIONS LIABILITY	EXTENDED	\$	BI EA PER	\$	\$5,000,000	
		\$	EA OCC	\$5,000,000	AGGR	
HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI	\$	EA AIRCRAFT	\$	\$20,000,000	
	IN FLIGHT	\$		\$20,000,000	EA OCC	
FIRE LEGAL LIABILITY		\$	ANY ONE FIRE			
PERSONAL INJURY LIABILITY		\$	EA OCC	\$	AGGR	
ADVERTISING LIABILITY		\$	EA OCC	\$	AGGR	
CONTRACTUAL LIABILITY	INCLUDED				EXCLUDED	
COVERAGE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
	Non-Owned Liability		\$	EA OCC	\$	\$5,000,000
	Non-Owned Hull		\$	EA OCC	\$	\$5,000,000
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

As required by written contract, the City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured on contract POLIC 20168715-00.
 We won't cover the Certificate Holder for claims arising out of their liability as manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 Attn. Debra Haynes, Finance Bureau
 1331 Cherokee Street, Room 422
 Denver CO 80204-2787

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

(CO) Kerin Dodd

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ACORD 20 (2016/03)

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8/5/2016

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INSURER A : Allianz Global Corporate & Specialty-Aviation		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Century Helicopters, Inc. Paravion Technology Inc
& Pelaar Properties LLC
2001 Airway Avenue
Ft. Collins CO 80524

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	Non-Owned Hull		\$	EA OCC	\$	\$5,000,000
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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