

## LEASE PURCHASE AGREEMENT

**THIS LEASE PURCHASE 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”) and **NEVEREST EQUIPMENT COMPANY LLC**, a Colorado Limited Liability Company whose address is 6681 Colorado Blvd., Unit 5, Commerce City, CO 80022 (“Contractor”).

### RECITALS:

1. The City desires to obtain a Street Sweeper and associated equipment (cumulatively, the “Equipment”), and Contractor desires to provide that Equipment to the City.

2. The City intends to finance and pay for the acquisition of the Equipment through a separate lease-purchase agreement (the “LPA”) between the City and JP Morgan Chase Bank, N.A. (the “Bank”).

### 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 the Department of Transportation and Infrastructure (“Manager”) or as otherwise directed by the City. Contractor understands that the Manager or designee is the City's representative under this Agreement through whom Contractor obligations performed under this Agreement shall be coordinated.

3. **EQUIPMENT, ACCEPTANCE 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”).

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 and final installation 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 refund to the City all fees received with respect to the rejected product, and the City will cease using the Equipment and return the Equipment to the Contractor.

D. The Equipment shall be delivered to DOTI Fleet Management, 5440 Roslyn Street, Building C, Denver, CO 80216.

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 F.O.B. 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 Bank 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 April 1, 2022 and expire on March 31, 2025.

6. **COMPENSATION:**

A. It is understood and agreed that the City has elected to lease/purchase/finance the Equipment and Warranties through the LPA. The City and Bank have also entered into an escrow agreement that together with the LPA provide for payment to the

Contractor of the maximum amount stated herein subject to the procedure set out in the LPA. The Contractor's performance under this Agreement is expressly conditioned upon funding of the escrow agreement and proper payment as set out herein.

B. The total compensation payable to Contractor for acquiring and delivering the Equipment together with the Warranties shall not exceed the amount of **TWO HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS AND ZERO CENTS (\$234,554.00)** (the "Maximum Purchase Amount"), payable directly to the Contractor by the escrow company. Payment by the escrow company shall be initiated after delivery of the Equipment, examination of the Equipment and the City's issuance of an Acceptance Certificate. Title to the Equipment shall vest with the Bank 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) Bank fails to honor its obligations under the LPA.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of

term, covenant, or condition or any default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

11. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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 Bank or other registered owner of the Equipment any claim, counterclaim or other right the City may have against the Contractor.

B. None of the City's right, title and interest in any portion of the Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease all or part of such Equipment if (a) such sublease is to an agency or department of, or a political subdivision of, the State or (b) the City obtains the prior written consent of Bank and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Bank that such subleasing will not adversely affect the exclusion of the interest components of the rental payments made to Bank 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 Bank and the rights of Bank 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 the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or 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, including 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 require 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. 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 may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 (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:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

**F. Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

H. **Automobile Liability:** Contractor shall maintain Automobile Liability with minimum 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. **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. **CONFIDENTIAL INFORMATION:**

A. **“Confidential Information”** means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this



Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

B. Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

C. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

D. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City may advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If Contractor objects to disclosure of any of its material, Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

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 A WORKER WITHOUT AUTHORIZATION 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 a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will 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 a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this 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 this Agreement knowingly employs or contracts with a worker without authorization, 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 worker without authorization, unless during the three-day period the subconsultant or subcontractor

provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a 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.

C. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any 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 the 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 Department of  
Transportation & Infrastructure or Designee  
201 West Colfax Avenue, Dept. 608  
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.

[Signatures on following page]

**Contract Control Number:** DOTI-202262303-00  
**Contractor Name:** NEVEREST EQUIPMENT CO

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

**SEAL** **CITY AND COUNTY OF DENVER:**

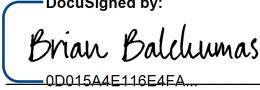
**ATTEST:** By: \_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

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

**Contract Control Number:**  
**Contractor Name:**

DOTI-202262303-00  
NEVEREST EQUIPMENT CO

By:  DocuSigned by:  
Brian Balchumas  
0D015A4E116E4FA...

Name: Brian Balchumas  
(please print)

Title: owner  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A****EQUIPMENT**

<u>Quantity</u>	<u>Item</u>	<u>Price</u>
1	AZURA FLEX MC 210 sweeper KUBOTA STAGE V / TIER 4 (Transit Speed 25 MPH) MATMC210AZXT5 (As specified and quoted: Quote #:5252 12.8.2021)	\$234,554.00
<b>TOTAL PURCHASE AMOUNT:</b>		<hr/> <b>\$234,554.00</b>

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



Neverest Equipment Company

6681 Colorado Blvd Unit 5  
Commerce City, CO 80022  
(303)227-7686

Quote

Bill To	Ship To
City and County of Denver Street Maintenance City and County of Denver Street Maintena 1271 Bayaud Ave Denver, CO 80223	Jeffrey Gonzales Manager 1 <del>City and County of Denver Street Maintena</del> <del>1271 Bayaud Ave</del> DOTI Fleet Management <del>Bldg 2</del> 5440 Roslyn Street, Building C <del>Denver, CO 80223</del> Denver, CO 80216

Account #	Quote #	Quote Date	Valid Thru	Terms	Rep.	Ship Via	FOB
1501	5252	12/08/2021	01/10/2022	Net 30	MFedak		

Product	Description	Quantity	Unit Price	Total Price
MATMC210AZXT5	AZURA FLEX MC 210 sweeper KUBOTA STAGE V / TIER 4 (Transit Speed 25 MPH)	1.00	184,453.00	184,453.00
MATOPTMC210GRAMAN	Manual centralised lubrication	1.00	3,424.00	3,424.00
MATOPTAZC210RECYCL	Water recycling system	1.00	1,742.00	1,742.00
MATOPTAZX210REL	Hydraulic lifting system with trolley	1.00	6,074.00	6,074.00
MATOPTAZXBALNEI	Snow brush, 5 Ft. width with castor wheels (only i.c.w. MATOPTAZX210REL: Hydraulic lifting...)	1.00	7,158.00	7,158.00
MATOPTAZX210LAMNEI	Snow blade, 4 Ft. 6 inch width with trolley (only i.c.w. MATOPTAZX210REL: Hydraulic lifting...)	1.00	5,783.00	5,783.00
MATOPTAZX210PRسال	Preparation for salt spreader	1.00	3,039.00	3,039.00
MATOPTAZX210SALDIS	Salt spreader 200 l, disc spreading with trolley (only i.c.w. MATOPTAZX210PRسال: Preparation for salt..)	1.00	9,881.00	9,881.00
Shipping	Shipping and Handling Charge	1.00	13,000.00	13,000.00
Misc	Sourcwell Contract #093021-FAY	1.00	0.00	0.00

Taxable Total	Tax Rate	Tax Amount	Discount Rate
221,554.00	0.00	0.00	0.00

Quote Total
234,554.00

Thank you for your Business.

**WARRANTY CONDITIONS**  
**FOR THE USERS**

**2016**

**For Earth, For Life**  


**This document concerns all the products from  
Industrial Engines equipment range**

**KUBOTA EUROPE SAS**  
19 à 25 rue Jules Vercey  
Zone Industrielle BP 88  
95 101 ARGENTEUIL Cedex  
Tél. 01 34 26 34 34

## 1. Introduction

Thank you for the confidence you have shown in buying a KUBOTA product. We hope that you will be completely satisfied with your purchase.

Before bringing your material into service, we kindly recommend you to read carefully the user's manual, security advices and the use and maintenance conditions.

In addition to the legal warranty, this material carries a manufacturer warranty which lead time is mentioned in the chart below (paragraph 7).

In order to benefit of the warranty, this form has to be returned to KUBOTA within the days following your purchase.

All our engines are delivered in accordance to the in force law at the date of the sale

## 2. Beginning of the warranty

The warranty begins as from the date of purchase of the first owner/user.

The warranty can be passed on to the next purchaser within the bounds of the paragraphs 3, 4, 5, 6, 7 and 8.

## 3. Warranty conditions

- 3.1. The products from the KUBOTA "Industrial engines" range are warranted against every manufacturing or material latent defect under the conditions and bounds specified in this document.
- 3.2. The warranty applies only if the engine installation is performed by KUBOTA or its legal representative
- 3.3. The warranty applies only if the scheduled overhaul(s) is/are performed by KUBOTA or its legal representative and in accordance with the information mentioned in the user's manual.
- 3.4. The warranty applies only if the engine has not been subject to any modification.
- 3.5. The warranty applies only if the power of the engine is superior or even to the power of the driven equipments
- 3.6. The warranty applies only if the implements are approved by KUBOTA or its legal representative.
- 3.7. The warranty applies only if the engine is used in the field it is scheduled and designed for.

## 4. The warranty covers

- 4.1. The repairing of the engine or the replacing of the spare parts that KUBOTA or its legal representative approves to be defective.
- 4.2. The labour fees necessary to repair the machine according to the flat rate schedule of KUBOTA.
- 4.3. The mileage fees necessary to take the engine on the place it has to be repaired according to the conditions and the flat rate schedule of KUBOTA.

## 5. The warranty does not cover.

- 5.1. Damage caused by a prolonged storage.
- 5.2. Damage caused by an incorrect use.
- 5.3. Damage caused by the use of non-genuine parts.
- 5.4. Damage caused by the fuel or lubricants not of recommended specification.
- 5.5. Items known as wearing parts, such as : spark plugs and heater plugs, filters, injectors, belts starter pull cords, maintenance seals and gaskets, fuels, lubricants, cooling fluid, bulbs, fuses, electrical coils in case of overheating.
- 5.6. Damage due to external causes: natural catastrophes, accidents, areas being recognized as dangerous, atmosphere polluted by dust or chemical products.
- 5.7. Costs due to loss of use of the engine.
- 5.8. Damage due to not respecting the controlling instruments.
- 5.9. Damage due to a bad installation of the implements.
- 5.10. Repairs for any damage caused by the engine.
- 5.11. Transportation fees of the engine or the machine.
- 5.12. Damage caused by not following the maintenance standards.
- 5.13. Damage caused by impact.

- 5.14. Damage caused by any modification of the engine.
- 5.15. Damage caused by the use of unsuitable implements.
- 5.16. Damage due to a non respect of the safety instructions.
- 5.17. Charges for regular maintenance and overhauls.

## 6. Customer's responsibility

The customer is responsible of the maintenance of his engine. He has to provide all documents mentioning that the maintenance has been made according to the recommendation featuring in the user's manual.

It is forbidden either to modify or to suppress the safety implements.

The user will have to read carefully the user's manual and to familiarize with the driving.

In the case of other users for the engine, it is compelling for them to know how to work the engine and to have them reading the safety instructions in the user's manual.

## 7. Warranty lasting

These conditions are to be applied for all the **diesel engines** sold as from 1st of January 2013

Model	Use by a private consumer*	Other uses
<b>Diesel engine</b>	<b>2 years / 2000 hours</b> Whichever comes first. The first of these periods to be reached cancels the other.	<b>2 years / 2000 hours</b>
<b>Spare parts</b>	<b>1 year</b>	<b>1 year</b>

**\* Consumer : Shall mean any natural person who is acting for purposes which are not related to his trade, business or profession.**

## 8. Improvements

In order to be in the forefront of progress in its field, KUBOTA reserves the right to make any necessary improvement or modification to its products without prior notice, without KUBOTA being required in any way whatsoever either totally or partially, to apply such improvements or modifications to products sold before the introduction of such improvements or modifications.


**MATHIEU**
**FAYAT GROUP**
**GUARANTEE POLICY V3e-07/07**

1

# GUARANTEE POLICY

(V3e-07/07 : version 3-Export, July 2007)

4 pages

**Note:** MFG = MATHIEU FAYAT GROUP  
 MFGSD = MATHIEU Service Department  
 AIP = AZURA INTERNATIONAL PARTNER  
 AIPSD = AIP Service Department

## 1. GENERAL

***MFG sweepers and washers are guaranteed for a period of 1 year, counting from the date of delivery to the AIP.***

### 1.1. MFY RESPONSABILITIES

-replacement of faulty parts, after a formal approval from MFGSD.

### 1.2. AIP RESPONSABILITIES

-labour and travel expenses, return of faulty parts when required by MFGSD.

### 1.3. CONDITIONS OF GUARANTEE

-the certificate of start of operations has to be duly filled and returned by the AIPSD to the MFGSD (fax or mail), within 2 weeks after delivery to the end Customer.

-maintenance, driving and sweeping have to be operated by duly trained and authorized people. The AIPSD may have to supply the corresponding proof to MFGSD.

-maintenance, driving and sweeping are operated in accordance with the instructions described and listed in our manuals.

-genuine parts only can be mounted and used on the sweepers and washers. Every part has been designed or choose according to particular performances and specifications. The use of other parts may be a cause of alteration of the quality, performances, and safety of the sweepers and washers.

### 1.4. EXCLUSIONS

-the guarantee is not covering wear parts, i.e. : brushes, rubbers, belts, hydraulic hoses, suction tubes, suction heads, fans, batteries, tyres, glasses, brake pads and disks, wiper blades, seals, filters, water hoses, etc..

-the guarantee is not covering accidents.

-the guarantee is not covering faulty use or not proper use.

-modifications done on a machine by the AIP or the end Customer, without a formal authorization of MFG, may be a reason of automatic cancellation of the guarantee coverage.


**MATHIEU**

FAYAT GROUP

GUARANTEE POLICY V3e-07/07

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## 2.PROCEDURE FOR ISSUING A GUARANTEE CLAIM

### 2.1.GUARANTEE CLAIMS HAVE TO BE ISSUED

- by written, on a MFG guarantee claim form (see annexe) and sent by mail or fax to MFGSD,
- or through the AIP Intranet web-site ([www.azura-ip.com](http://www.azura-ip.com)), using the corresponding pin codes for access to the intranet web-site.
- for a warranty problem with the engine, please make the claim at the VM or CUMMINS dealer in your country.
- the claim has to be issued within 2 weeks after the problem occurred,
- no claim will be accepted if issued more than 2 weeks after the end of the guarantee period.

### 2.2.CONTENT OF THE GUARANTEE CLAIM

MFGSD guarantee claim forms (paper or electronic) are listing all the information requested on a claim. Anyway, it is especially insisted on:

- identification of the AIP,
- AIP contact person,
- date of the claim,
- AIP internal identification number for the claim,
- identification of the sweeper or washer (name, serial number, date of delivery, end Customer name, engine hours, sweeping or washing hours),
- complete description of the problem,
- identification of the parts claimed (part number, quantity, description),
- date of repair,
- signature and stamp (paper forms only)
- and more generally, any information that may help the right and quick process of the claim (pictures, videos, written reports, Customer letters, etc..).

#### **CAUTION # 1 !**

**MFGSD WILL AUTOMATICALLY REJECT ANY CLAIM THAT WILL NOT BE DULY FILLED OR THAT WILL BE ISSUED AFTER THE ABOVE DATE LIMITS.**

### 2.3.ACKNOWLEDGEMENT OF THE CLAIM

MFGSD will acknowledge, by written, the receipt of a guarantee claim, within 1 week (answer **LEVEL 1**). This acknowledgement will contain:

- the date of receipt of the claim,
- the AIP internal claim number,
- the corresponding MY internal claim number,
- the subject of the claim and/or the concerned parts,
- an answer "**LEVEL 1**" :

= the claim is acceptable, parts have to be returned for inspection, or a corresponding credit-note is immediately issued by MFGSD.

= the claim is not acceptable and is closed, detailing the reason of the reject.

MATHIEU S.A. - 85, rue Sébastien Choulette - B.P. 32 - Toul Cedex - France

T : +33 (0)3.83.65.22.22 - F : +33 (0)3.83.63.19.82 - E [info@mathieu.fayat.com](mailto:info@mathieu.fayat.com) - W [www.mathieu.fayat.com](http://www.mathieu.fayat.com)

S.A. au capital de 5 000 000 euros - RCS NANCY 332 185 818 - Code NAF 2910 Z - N° SIRET 332 185 818 00017 - N° TVA CEE FR 30 332 185 818

BPLC NANCY : IBAN FR76 1470 7000 2000 4219 1655 232 - BIC CCBPFRPPMTZ - CIC METZ : IBAN FR76 3008 7334 4000 0129 6150 304 - BIC CMCIFRPP

BNP PARIBAS : IBAN FR76 3000 4024 7000 0104 8370 432 - BIC BNPAFRPPCNA




**MATHIEU**

FAYAT GROUP

GUARANTEE POLICY V3e-07/07

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### 3.PROCESS OF A GUARANTEE CLAIM

#### 3.1.RETURN OF THE FAULTY PARTS

- parts have to be returned within 1 month following the date of the answer LEVEL 1,
- parts have to be cleaned and properly packed,
- parts cannot be returned dismounted (exception: written authorisation from MFGSD, repair kits available),
- parts have to be specifically identified (part number, AIP and/or MFGSD claim number),
- if more than 1 part is returned, a bill of lading must be joined to the return shipment.

#### **CAUTION # 2 !**

**MFGSD WILL AUTOMATICALLY CLOSE A CLAIM IF PARTS ARE NOT RETURNED ON TIME, IF THEY ARE DAMAGED DURING TRANSPORT, IF THEY ARE NOT IDENTIFIED, AND/OR IF THEY ARE DISMOUNTED WITHOUT AUTHORIZATION**

#### 3.2.INSPECTION OF THE FAULTY PARTS

MFGSD will acknowledge, by written, the receipt of the faulty parts, within 2 weeks (answer **LEVEL 2**). This acknowledgement will contain:

- the date of receipt of the parts,
- the AIP internal claim number,
- the corresponding MY internal claim number,
- the detail of the parts received,
- an answer "**LEVEL 2**" :

= the claim is acceptable, parts have been returned on time and according to the claim for inspection. MFGSD can proceed to the inspection. The inspection will not exceed 2 weeks for a MFG made part and 4 weeks for a part purchased to a supplier.

= the claim is not acceptable and is closed, detailing the reason of the reject.

### 4.ENCLOSED DOCUMENTS

- guarantee claim form
- guarantee procedure resume



# MATHIEU

FAYAT GROUP

GUARANTEE POLICY V3e-07/07

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AZURA INTERNATIONAL PARTNER

MATHIEU

## A WARRANTY CLAIM IS ISSUED

- on a MFG guarantee form
- AIP internal claim number
- identification of the machine (serial number)
- part (s) concerned (code number and description)
- explanation of the problem

within 1 week

## ACKNOWLEDGEMENT OF THE CLAIM

- on a MFG warranty acknowledgment form
- MFG internal claim number
- answer "level 1":  
claim acceptable or not and if yes,  
parts to be returned or not

within 1 month

## RETURN OF THE PARTS TO MFG

- within 1 month after acknowledgement
- part (s) identified (code number and description)
- part (s) cleaned, decently packed, not dismantled

within 2 weeks

## RECEPTION OF THE PARTS

- reception of the parts
- answer "level 2":  
confirmation of receipt of the parts, claim acceptable  
or not and if not, comments and explanations

within 2 weeks

## IF DISAGREEMENT ON THE DECISION

- within 2 weeks after notification  
of the answer "level 2"
- motivated claim on the notification MFG form

immediate

## OFFICIAL CLOSURE OF THE CLAIM

- automatic closure of the claim procedure, 2 weeks  
after the notification of the answer "level 2".
- in case of disagreement, the decision is reconsidered  
within 2 weeks and a confirmation or new decision  
level 3

MATHIEU S.A. - 85, rue Sébastien Choulette - B.P. 32 - Toul Cedex - France

T : +33 (0)3.83.65.22.22 - F : +33 (0)3.83.63.19.82 - E [info@mathieu.fayat.com](mailto:info@mathieu.fayat.com) - W [www.mathieu.fayat.com](http://www.mathieu.fayat.com)

S.A. au capital de 5 000 000 euros - RCS NANCY 332 185 818 - Code NAF 2910 Z - N° SIRET 332 185 818 00017 - N° TVA CEE FR 30 332 185 818

BPLC NANCY : IBAN FR76 1470 7000 2000 4219 1655 232 - BIC CCBPFRPPMTZ - CIC METZ : IBAN FR76 3008 7334 4000 0129 6150 304 - BIC CMCIFRPP

BNP PARIBAS : IBAN FR76 3000 4024 7000 0104 8370 432 - BIC BNPAFRPPCNA



EXHIBIT B

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2022

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

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

<b>PRODUCER</b> Orcutt Insurance Group, LLC 8361 Sangre de Cristo Rd ste 200 Littleton CO 80127		<b>CONTACT</b> NAME: Scott Orcutt PHONE (A/C, No, Ext): 303-233-2828 E-MAIL: certificates@orcuttgroup.com ADDRESS:		<b>FAX</b> (A/C, No):
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Admiral Insurance Company		24856
		<b>INSURER B:</b> Artisan & Truckers Cas Co		10194
		<b>INSURER C:</b> Pinnacol Assurance		41190
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	CA000036793-03	11/21/2021	11/21/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	01218584-1	10/11/2021	10/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	4185559	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are Additional Insured as respects General Liability and Auto Liability and their interest in the operations of the named insured. A Waiver of Subrogation in favor of the same applies to all policies.

<b>CERTIFICATE HOLDER</b> City and County of Denver Department of Transportation and Infrastructure 201 West Colfax Ave Dept. 608 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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