

06-697

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of August, 2006 by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the "City"), Party of the First Part, and **KONE INC.**, a Corporation formed under the laws of the state of Delaware and authorized to do business in Colorado (hereinafter referred to as the "Contractor"), Party of the Second Part;

WITNESSETH:

WHEREAS, the City owns, operates and maintains Denver International Airport, (hereinafter referred to as "DIA," or the "Airport"); and

WHEREAS, the City desires to obtain elevator equipment maintenance and operation services for facilities located at Denver International Airport; and

WHEREAS, the Contractor has submitted a proposal and is qualified and ready, willing and able to perform the services as set forth in this Agreement;

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

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

2. **MAINTENANCE SERVICES:**

A. The Contractor, after it receives a written Notice to Proceed from the Deputy Manager, shall furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the work described in the City's May 11, 2006 Request for Proposals No. ELEV_MTNCE_DIA_0455A, together with Addendum No. 1 dated May 24, 2006, and Exhibit A, Kone Inc.'s Proposal dated June 5, 2006, which are incorporated in their entirety herein by

A, Kone Inc.'s Proposal dated June 5, 2006, which are incorporated in their entirety herein by this reference. This work is hereinafter referred to in this Agreement as the "Contractor's Scope of Work." The Contractor agrees that all work performed hereunder shall be in accordance with the terms and conditions of the City's RFP and Exhibit A.

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

3. COMPENSATION AND PAYMENT:

A. Fee: The City hereby agrees to pay the Contractor, and the Contractor agrees to accept as its sole compensation for its services rendered under this Agreement, an amount based on the charges and fees as stated in Exhibit A for the services provided hereunder. Monthly progress payments shall be made to the Contractor based on monthly invoices submitted by the Contractor which have been audited and approved by the City. It is presumed that the Contractor's charges and fees for the work included in the Contractor's Scope of Work as set forth in Exhibit A include all expenses, and therefore no expenses shall be separately reimbursed hereunder for such work.

B. Time of Payment: The City shall process all invoices for payment received from Contractor on a timely basis in accordance with the City's Prompt Payment Ordinance, Section 20-107, et. seq. of the D.R.M.C.

C. Additional Services: The Contractor may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the Manager determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. The Contractor shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses therefor have been authorized in writing in advance by the Manager. In no event shall the approval of Additional Services, and the cost of performing them, be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability set forth in Section 5 of this Agreement.

D. Scheduling, Progress Reports and Invoices: Monthly payments shall be made to the Contractor based on monthly invoices submitted by the Contractor in accordance with the provisions of this Agreement, which invoices have been audited and approved by the City. Each such invoice shall bear the signature of an authorized officer of the Contractor certifying that the information set forth in the invoice is true and correct.

4. TERM: The term of this Agreement shall commence on September 1, 2006 and shall terminate on August 31, 2009; however, in the Manager's sole discretion, this Agreement shall remain in full force and effect to permit completion of any work which was commenced prior to the date upon which the term of this Agreement otherwise would have terminated.

The term of this Contract may be extended for two periods of one year each, on the same terms and conditions as set forth in this Agreement, including pricing, by written consent of the City and the Contractor. However, no extension of the Contract Term shall increase the Maximum Contract Liability amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract. Upon written notice to the Contractor from the Manager, this Contract may be extended on a month-to-month basis beyond the end of the original or any extended Term hereof, on the same terms and conditions provided herein, for a period not to exceed twelve months.

5. MAXIMUM CONTRACT LIABILITY:

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the sum of Twelve Million (\$12,000,000.00), unless this Agreement is amended to increase such amount.

B. It is agreed and understood that this Agreement is a multi-year agreement with only partial funding authorized as of the date of the execution of this Agreement, such partial funding consisting of the approved and/or encumbered amount of Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000.00). The City reserves the right to direct the Contractor to perform only limited portions of the work described in Exhibit A and the Contractor agrees that it shall not continue work in excess of approved and encumbered amounts without a written notice from the City stating the funding limit and term. If the Contractor chooses to proceed with work prior to receiving such a written notice, then the Contractor shall do so at its own risk without any liability for payment by the City. The City's written notice must be signed by the City's Deputy Manager of Aviation, Maintenance and Engineering and by the City's Deputy Manager of Aviation, Finance and Administration, otherwise it is invalid and the Contractor is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

6. CONTRACT FUNDING:

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

The City is under no obligation to make any future encumbrances or appropriations for this Agreement nor is the city under any obligation to amend this Agreement to increase the Maximum Contract Liability stated above.

7. AIRPORT SECURITY:

A. It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or

the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

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

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

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

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

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

10. INDEMNIFICATION: The Contractor hereby agrees to release, indemnify and

hold harmless the City, its officers, agents and employees from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and the contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever in any way resulting from or arising out of, directly or indirectly, the performance of work under this Agreement, or the occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Contractor's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Contractor need not indemnify or hold harmless the City, its officers, agents and employees, from liability or damages resulting from the negligence of the City's officers, agents and employees.

The Contractor's obligations set out in this paragraph shall survive the termination of this Agreement. 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 and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

11. SURETY BONDS:

A. A Payment and Performance Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than Three Hundred Sixty Nine Thousand Six Hundred Dollars (\$369,600.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with this Agreement and pay all debts incurred in performing the services required hereunder. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. The Contractor's Payment and Performance Bond must either be renewed annually by the Surety named in the Bond or be replaced with an identical Bond covering the subsequent year of the contract issued by another Surety which has been approved in advance by the Manager of Aviation. If the Manager of Aviation does not receive written notice from the Surety at least forty-five days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least forty-five days before the Bond expires, then the Contractor shall be in default of this Agreement and the Manager of Aviation may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend this Agreement for up to two additional one year periods at the same prices, terms and conditions pursuant to Section 4 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Payment and Performance Bond or an identical Bond from another Surety that is acceptable to the City. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

C. The only acceptable alternative to a Payment and Performance Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution in form acceptable to

the City and County of Denver in the amount of Three Hundred Sixty Nine Thousand Six Hundred Dollars (\$369,600.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Contract shall be as set out above with respect to the Payment and Performance Bond.

D. The form of Payment and Performance Bond attached hereto as Exhibit C and incorporated herein by reference must be used by the Contractor and its surety. Attorneys-in-Fact who sign bonds must file with such bonds a certified copy of their Power-of-Attorney to sign such bonds that is certified to include the date of the Bond.

12. INSURANCE:

A. The Contractor shall obtain and keep in force during the entire term of this Agreement insurance policies as described in the City's form of insurance certificate attached to this Agreement as Exhibit B and incorporated herein. The certificate specifies the minimum insurance requirements the Contractor and any subcontractors must satisfy in order to perform work under this Agreement. The original of such certificate shall be executed before a notary by the authorized party as specified on the certificate.

B. Upon execution of this Agreement, the Contractor shall submit to the City a fully completed and executed original of the insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, the Contractor shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

C. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

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

E. Unless specifically excepted in writing by the City's Risk Management Administrator, the Contractor shall include all subcontractors performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) and receipts of payment of premium, for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

F. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive

by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

13. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City's charter and ordinances.

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

15. INSPECTION OF RECORDS:

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

B. The Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, until the expiration of three years after the final payment under this Agreement, shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

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

provisions of the attached Appendices 1 and 3 are incorporated herein by reference.

18. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR: It is understood and agreed by and between the parties hereto that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section C5.23-3 of the Charter of the City, and it is not intended nor shall it be construed that the Contractor, its employees or subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

19. PAYMENT OF PREVAILING WAGES:

A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Contractor and its subcontractors under this Agreement. The wages shall be those prevailing as of the date of this Contract, and the Contractor shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

B. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.

C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates which contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Contractor.

D. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

E. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Agreement, the Manager of Aviation may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for the removal of rubber and paint from Airport facilities while any such stop-work order is in effect or following termination for such cause.

20. TERMINATION:

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

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

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

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

described herein.

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

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

by Contractor to: Manager of Aviation
Denver International Airport
Airport Office Building, 9th Floor
8500 Pena Boulevard
Denver, Colorado 80249-6340

And by City to: Kone Inc.
3 Inverness Drive East
Englewood, Colorado 80112

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

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

24. BOND ORDINANCES; GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado.

25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or

physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

26. PERSONNEL ASSIGNMENTS.

A. All key personnel identified in the Contractor's proposal will be assigned by the Contractor or its subcontractors to perform work under this Agreement. The Contractor shall submit to the Deputy Manager a list of any additional key personnel who will perform work under this Agreement within thirty days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned. The proposed billing category for each person must be included in the submittal if compensation hereunder is determined based upon hourly rates for such individuals. Such additional personnel must be approved in writing by the Deputy Manager. It is the intent of the parties hereto that all key personnel be engaged to perform their specialty for all such services required by this Agreement and that the Contractor's and the subcontractor's key personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder. Without limiting the foregoing, the Contractor will not replace its project manager for services under this Agreement without the prior written approval of the Deputy Manager.

B. If the Contractor decides to replace any of its key personnel, it shall notify the Deputy Manager in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the Deputy Manager. The Deputy Manager shall respond to the Contractor's written notice regarding replacement of key personnel within fifteen days after the Deputy Manager receives the list of key personnel which the Contractor desires to replace.

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

D. While the Contractor may retain and contract with subcontractors, no final agreement with any such subcontractor shall be entered into without the prior written consent of the Manager. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided by the subcontractor, the name, address, professional experience and qualifications of the subcontractor and any other information which may be requested by the Manager. Approval of the subcontractor shall not relieve the Contractor of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of the agreement.

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

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

27. NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS: It is the policy of the City and County of Denver to prohibit discrimination in the award of design contracts and subcontracts for public improvements. Further, the City and County of Denver encourages contractors to utilize minority and women owned businesses and to divide the services to be performed under this Agreement into economically feasible units or segments to provide an opportunity for subcontracting.

28. SMALL BUSINESS ENTERPRISES: The Contractor agrees that it shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBEs) to the extent required by Denver Revised Municipal Code Section 28-205 et seq.

29. CONFLICT OF INTEREST: The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this 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 interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

31. LAWS, REGULATIONS, TAXES AND PERMITS:

A. The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work under this Agreement. All costs thereof shall be deemed to be included in the prices proposed for the work.

B. The Contractor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work, including without limitation the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596).

C. Without limiting the foregoing, the Contractor shall establish appropriate procedures and controls so that services under this Agreement will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Agreement.

32. ENVIRONMENTAL REQUIREMENTS: Contractor in conducting its activities under this Agreement shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DIA Rules and Regulations.

For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

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

34. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Contractor that subcontractors and any other person other than the City or the Contractor receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

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

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

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

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

Exhibit A	Contractor's Proposal (not attached)
Exhibit B	City Insurance Certificate
Exhibit C	Payment and Performance Bond
Exhibit G	Employment of Illegal Aliens
Exhibit H	Certificate Under §8-17.5-102, C.R.S.
Appendix No. 1	Standard Federal Assurances
Appendix No. 3	Nondiscrimination in Airport Employment Opportunities
Appendix C	Certificate of Contracts, Grants, Loans and Cooperative Agreements

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

Appendices No. 1, 3 and C
Articles 1 through 41 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit G
Exhibit H

39: PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT: Neither the Contractor nor any subcontractor or subconsultant shall knowingly employ or contract with an illegal alien to perform work under this Agreement. The provisions of Exhibits G and H attached to this Fourth Amendment to Agreement are incorporated herein by reference.”

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

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

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

WAYNE E. VADEN, Clerk and Recorder, Ex-officio Clerk of the City and County of Denver



Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

COLE FINEGAN, Attorney for the City and County of Denver

By [Signature]
Manager of Aviation

REGISTERED AND COUNTERSIGNED:

By [Signature]
Assistant City Attorney

By [Signature]
Auditor
Contract Control No. CE 63042

"CITY"

KONE INC.

By: [Signature]
Bruce Norden
Vice President
Title: Service Sales

"CONTRACTOR"

KONE # 40024056

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

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

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

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

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

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

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

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

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

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

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI. Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages....and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI. Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages....and to affix the seal of the Company thereto."

CERTIFICATE

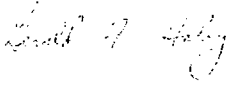
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI. Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies.

5th July, 2006
this _____ day of _____.

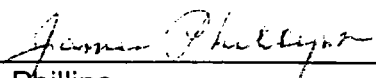

Assistant Secretary

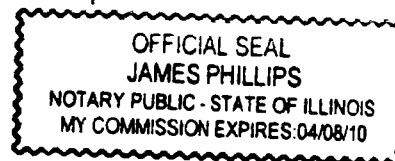
State Of.....Illinois.....

County Of.....Cook.....

I,.....James Phillips.....,a Notary Public in and for the County, in the State aforesaid, do hereby certify that William D. Ryan, Attorney-in-Fact of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, who is personally known to me, appeared before me this day and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act as Attorney-in-Fact of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and as the free and voluntary act of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, for uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of July, 2006


James Phillips Notary Public



IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate

officials as of the 5th day of July 2006

PRINCIPAL (If Sole Proprietor or Partnership)

(Firm Name) _____

By: _____

Title: _____

Witness: _____

PRINCIPAL (If Corporation)

KONE Inc.

(Corporate Name) _____

By: Bruce Norden **Bruce Norden**
President Vice President
Service Sales

Attest: Scott E. Hoff
Asst. Secretary

CORPORATE SEAL

Surety Fidelity and Deposit Company of Maryland
(Firm or Corporate Name)

By: William D. Ryan
(Attorney-in-Fact) William D. Ryan

The Attorney-in-Fact's Power of Attorney must be attached.

PERFORMANCE, PAYMENT AND GUARANTEE BOND

PERFORMANCE, PAYMENT AND GUARANTEE BOND

RE: Contract Number CE63042

Contract Description

Bond Number 8831800

Contract SAP#: 40024086

STATE OF COLORADO

COUNTY OF DENVER

KNOW ALL MEN BY THESE PRESENTS THAT WE KONE Inc.
One KONE Court, Moline, Illinois 61265

as Principal, and Fidelity and Deposit Company of Maryland

As Surety are held and firmly bound unto the City and County of Denver, Denver, Colorado in the penal sum of Three Hundred Sixty-Nine Thousand Six Hundred (\$369,600.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS the Principal on the 5th day of July, 2006 entered into a certain Contract with the City and County of Denver entitled ELEVATOR EQUIPMENT MAINTENANCE AND OPERATION SERVICES AT DENVER INTERNATIONAL AIRPORT, Proposal No ELEV_MTNCE_DIA_0455A, incorporated herein by reference and made a part hereof, the date of which is the date the Principal receives a Notice to Proceed from the City.

NOW THEREFORE, the condition of this Bond is such that the Principal shall: (1) well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements set forth in the said Contract, and in all duly authorized modifications thereof that may hereafter be made, notice of which modifications to the Surety being hereby waived; (2) promptly make payments to all persons supplying labor, tools, equipment, materials, supplies and services used directly or indirectly by the said Principal, or any subcontractors, in the prosecution of the work provided for in the said Contract, and all duly authorized modifications thereof; and (3) pay the City for all losses or damages, expenses, costs and reasonable attorney's fees that the City sustains from any breach or default by the Principal under the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Bond shall remain in full force and effect for one year after the Principal receives a Notice to Proceed from the City and will be renewed by the Surety for an additional one year period and, if renewal options are agreed to, two additional one year periods, provided, however, that the following conditions have been met: 1) The Principal has provided the Surety with information the Surety requires to renew the bond at least one-hundred and forty (140) days before it expires, 2) The Principal has satisfied the Surety's requirements for renewing the bond and, 3) The Principal has paid the fee for renewing the Bond. The Surety agrees to notify the City and County of Denver in writing at least one hundred and twenty (120) days prior to the date the Bond is to expire either that the Bond has been renewed for an additional year or that it will not be renewed. Any notice that the bond has been renewed shall be in a format acceptable to the City.

V. CERTIFICATE VERIFICATION BY AUTHORIZED INSURANCE AGENT

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, being first duly sworn, state and aver, under penalty of law, that I am familiar with the insurance coverage maintained by the Insured, _____; that I have reviewed the coverage requirements set forth in the foregoing Certificate of Insurance; that I have completed the foregoing Certificate and that the information contained in the Certificate is true and correct to the best of my knowledge and the referenced policies are in full force and effect. I further state and aver, under penalty of law, that I am authorized by the identified companies to place the coverage specified in the Certificate and I understand that the City will rely on the representations I have provided.

This information is provided for City and County of Denver Contract Name _____ and Contract Number _____.

By: _____
(Signature)

(Printed name)

Agency: _____
Address: _____

Title: _____

Producer License Number: _____

State of Licensing: _____

Telephone number with Area Code: _____

Subscribed and sworn to before me by _____, on the _____ day of _____, 200_____.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: _____.

Notary Public

II. ADDITIONAL COVERAGE

(Coverage is required only when City has checked the box to the left of each coverage section)

[X]UL-1 Umbrella Liability

Coverage	Minimum Limits of Liability (in Thousands)	Policy No. & Company	Policy Period
Umbrella Liability <input type="checkbox"/> Non-restricted area access	Each occurrence and aggregate \$1,000		
<input checked="" type="checkbox"/> Unescorted airside access	Each occurrence and aggregate \$9,000		

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

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

III. ADDITIONAL CONDITIONS

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

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

IV. NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, the issuing company or its authorized Agent shall mail to the address shown above, by mail, return receipt requested, forty-five (45) days prior written notice ten (10) days for non-payment of premium, referencing the contract/project number set forth herein.

EXHIBIT B

PLEASE GIVE THIS FORM TO YOUR INSURANCE AGENT FOR COMPLETION. THIS IS THE ONLY CERTIFICATE FORM THAT WILL BE ACCEPTED BY THE CITY AND COUNTY OF DENVER.

**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION (02/07/01)**

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

CITY AND COUNTY OF DENVER
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES:

I. MANDATORY COVERAGE

WC-1 Colorado Workers' Compensation and Employer Liability Coverage

Coverage	Minimum Limits of Liability (In Thousands)	Policy No. & Company	Policy Period
COLORADO Workers' Compensation and Employer's Liability	WC Limits: \$100, \$500, \$100 Limits:		

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

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

CGL-1 Commercial General Liability Coverage

Coverage	Minimum Limits of Liability (In Thousands)	Policy No. & Company	Policy Period
Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)	Each Occurrence: \$1,000 General Aggregate Limit: \$2,000 Products-Completed Operations Aggregate Limit: \$1,000 Personal & Advertising Injury: \$1,000 Fire Damage Legal - Any one fire \$50 (\$300 if a City facility is leased)		

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

1. City, its officers, officials and employees as additional insureds, per ISO form CG2026.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Contractual Liability.
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.

BAL-1. Business Automobile Liability Coverage

Coverage	Minimum Limits of Liability (In Thousands)	Policy No. & Company	Policy Period
Business Automobile Liability (coverage at least as broad as ISO form CA 0001)	Combined Single Limit \$1,000		

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

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.
3. City, its officers, officials and employees as additional insureds, per ISO form CG2026 or its equivalent.