

PURCHASE OF SERVICE AGREEMENT 2014.107

THIS AGREEMENT ("Agreement") is made this 2nd day of June 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Kieding, located at 501 South Cherry Street, #150, Glendale, Colorado, 80246, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. **SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with Exhibit A of this agreement providing Architectural Services at Park 12 Hundred, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. **TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of \$108,000.00.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon

have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facilities Department
Contact: Mike Goins, Facilities Director
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado, 80601
Phone: 720.523.6303
E-mail: mgoins@adcogov.org

Department: Adams County Purchasing
Contact: Bethany Bonasera, Purchasing Agent II
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6056
E-mail: bbonasera@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Kieding
Contact: Jennifer Bridges
Address: 501 South Cherry Street #150
City, State, Zip: Glendale, Colorado, 80246
Phone: 303.399.9100
E-mail: dgaston@kieding.com

10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such


three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. The Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If the Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

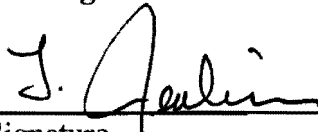
The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

 6-2-14
Chairman Date

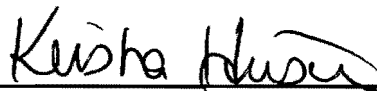
Kieding

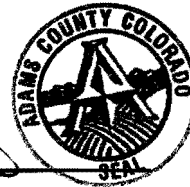
 5-27-14
Signature Date

Printed Name Title

Attest:

Karen Long, Clerk and Recorder


Deputy Clerk



Approved as to Form:


Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

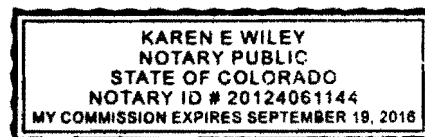
COUNTY OF Denver)

STATE OF Colorado)SS.

Signed and sworn to before me this 27 day of May, 2014,

by ,

KAREN E. WILEY
Notary Public



My commission expires on: Sept 19, 2016

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

DBA W.E. KIEDING INTERIOR ARCHITECTS, INC. 5-27-14
KIEDING OFFICE ARCHITECTS
Company Name Date

J. Jenkins
Signature

TIA JENKINS
Name (Print or Type)

PRESIDENT
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



ARCHITECTURAL SERVICES LETTER OF AGREEMENT

Date: February 27, 2014
March 14, 2014, revised
March 25, 2014, revised

To: Mike Goins, Director
ADAMS COUNTY COLORADO
4430 S. Adams County Parkway
Suite C1700
Brighton, CO 80601-8208

Telephone: 720.523.6303
Electronic Mail: mgoins@adcogov.org

From: Jennifer Bridges
Kieding

Reference: Building: Park 12 Hundred

Project Number: 59270105 (Phases: 20, 35, 40, and 50)

Confirmation of Services

Dear Mike,
Kieding (the Consultant) is pleased to submit this Letter of Agreement for your review and authorized approval by Adams County (the Client) for Interior Architectural Services at Park 12 Hundred.

Architectural Fee

In consideration for the Basic Services described in the following pages, the architectural fees shall be compensated as follows, plus expenses.

Fee Summary

Pre Design and Programming	\$ 30,000.00
Space Planning	\$ 24,000.00
Pricing Space Plan	<u>\$ 24,000.00</u>
Subtotal	\$ 78,000.00

*Field verification and Record Documentation.....hourly not to exceed \$30,000.00

Total	\$108,000.00
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Based on the above referenced conversation confirming the Basic Services described herein, this Agreement will be deemed to be in full force and effect and considered fully executed, unless the Consultant receives written instruction noting otherwise from the Client. Written instruction must be received by the Consultant prior to the completion of the Basic Services or within three business days from the above referenced date, whichever is sooner.

ARCHITECTURAL SERVICES LETTER OF AGREEMENT

ADAMS COUNTY
PARK 12 HUNDRED
MARCH 25, 2014

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FIELD VERIFICATION & RECORD DOCUMENTATION (Phase 20)

Basic Services

Basic Services consists of the following work to field verify and document as needed:

- Interior wall location and types
- Doors, door frame and hardware types, finishes and locations
- Glazing locations, design and framing details
- Millwork locations and configurations, plumbing and outlet locations
- Type and location of three interior finishes
- Ceiling and lighting type and layout

Coordination with the Building Owner on their tenant improvement standards and requirements.

Coordination with the Building Owner on existing building conditions affecting the architectural portion of the Project Remodel.

Architectural Fees

In consideration for the Basic Services described in the preceding, the architectural fees shall be compensated at the rate of hourlynot to exceed \$.10 per rentable square foot, plus expenses.

Approximately 300,000* rentable square feet at \$.10 per square foot not to exceed \$30,000, plus expenses.

**Actual square footage to be verified*

Note: Any revisions or recalculation of completed work as a result of modifications to the rules of measurement will be accomplished as an Optional (additional) Service.

Note: Field measurements will be accomplished using tape measures and lasers. By using this method, no assurance is given regarding the accuracy beyond that which may be reasonably expected for the methods used and the condition of the space at the time of measurement.

ARCHITECTURAL SERVICES LETTER OF AGREEMENT

ADAMS COUNTY
PARK 12 HUNDRED
MARCH 25, 2014

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PRE DESIGN AND PROGRAMMING (Phase 35)

Basic Services

Services include meetings with tenant to determine and prepare a Facility Program, which generally describes the tenant's square footage and leased space requirements, adjacencies, and anticipated growth for the consolidated location. The program will reference the existing office cubicle standards as provided by Adams County, as well as their Master Plan (for reference).

Kieding shall interview the Adams County Facility Operations Director and department heads to review the project scope and direction, and prepare a final Executive Program report with adjacencies and basic needs defined.

Scope basis is defined as 1 full day interview/programming session per user group (assuming 8) to identify needs.

Architectural Fees

In consideration for the Basic Services described in the preceding, the architectural fees shall be compensated at the rate of \$.10 per rentable square foot, plus expenses.

Approximately 300,000* rentable square feet at \$.10 per square foot.....\$30,000, plus expenses.

**Actual square footage to be verified.*

ARCHITECTURAL SERVICES LETTER OF AGREEMENT

ADAMS COUNTY
PARK 12 HUNDRED
MARCH 25, 2014

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SPACE PLANNING (Phase 40)

Utilizing existing CAD formatted Record Plans of the proposed tenant lease space the following Basic Space Planning Service will be accomplished as required:

Schematic Space Plan:	Test fit space plan applying the Tenant's expressed spatial and operational requirements to the proposed space for the purpose of obtaining the Tenant's approval of the space layout.
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Existing Real Property Improvements: Please note that these Basic Space Planning Services do not include field verification, field measurement or record documentation of existing improvements. The services performed and the space plan produced shall be based exclusively on the Record Plans ("as-built" information) provided to the Consultant by the Client for the Consultant's use.

Basic Services

Prepare a schematic plan layout of the space which shows the intended use of the space based upon the final Executive Program.

Issue the completed Schematic Space Plan for the Tenant's use and review/approval.

Issue and coordinate completed Schematic Space Plan for square footage calculations.

Architectural Fees

In consideration for the Basic Services described in the preceding, the architectural fees shall be compensated at the rate of \$.08 per rentable square foot, plus expenses.

Approximately 300,000* rentable square feet at \$.08 per square foot.....\$24,000, plus expenses.

**Actual square footage to be verified.*

**Should the space plan become an 80/20 mix of workstations and offices (80% open office) the fee will be reduced to \$.05 per rentable square foot.*

Space Planning Revisions: Minor space planning revisions affecting less than 50% of the plan are included in the basic fee above. Any revisions above and beyond that shall be as authorized by the Client and confirmed by the Consultant in writing as an Optional (additional) Service.

ARCHITECTURAL SERVICES LETTER OF AGREEMENT

ADAMS COUNTY
PARK 12 HUNDRED
MARCH 25, 2014

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PRICING SPACE PLAN (Phase 50)

Pricing Space Plan: Upon Tenant and Landlord approval of the proposed layout of the space, a Plan will be developed and annotated sufficiently for construction budget pricing by selected Contractors and approval by the Tenant and Landlord.

Basic Services

Prepare a Pricing Space Plan delineating new and existing real property improvements to remain or be provided.

Generally note and describe real property improvements and finishes for construction budgeting by others. This will include budgeting dollar allowances or reflect existing standard finishes as defined by Adams County.

Issue the completed Pricing Space Plan for the Tenant's use, construction budgeting by others review and approval.

Note: Except as may be otherwise provided for under this Agreement, the Basic Services do not include construction bidding or budgeting services or coordination.

Architectural Fees

In consideration for the Basic Services described in the preceding, the architectural fees shall be compensated at the rate of \$.08 per rentable square foot, plus expenses.

Approximately 300,000* rentable square feet at \$.08 per square foot.....\$24,000, plus expenses.

*Actual square footage to be verified.

Pricing Plan Revisions: Minor space planning revisions affecting less than 50% of the plan are included in the basic fee above. Any revisions above and beyond that shall be as authorized by the Client and confirmed by the Consultant in writing as an Optional (additional) Service. Any revisions to the pricing plan shall be as authorized by the Client and confirmed by the Consultant in writing as an Optional (additional) Service.

ARCHITECTURAL SERVICES LETTER OF AGREEMENT

ADAMS COUNTY
PARK 12 HUNDRED
MARCH 25, 2014

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GENERAL PROVISIONS

Optional (additional) Services

Other services requested by the Client for work not provided for under the scope of the Basic Services will be accomplished on an hourly fee basis. This may include, but is not limited to, Architectural Working Drawing revisions, Bidding/Budgeting Review, Interior Design or additions as requested by the Client and confirmed by the Consultant in writing, specifying the scope of services and an estimated fee.

Hourly Fee Rates

The fees for work accomplished on an hourly fee basis, are chargeable at the following rates:

\$135.00 / Hour	Principal
\$ 125.00 / Hour	Senior Project Manager / Architect
\$ 110.00 / Hour	Senior Project Manager
\$ 85.00 / Hour	Senior Project Manager / IT Manager
\$ 85.00 / Hour	Project Manager
\$ 80.00 / Hour	Assistant Project Manager
\$ 70.00 / Hour	Production Staff
\$ 50.00 / Hour	Administrative Staff

ARCHITECTURAL SERVICES LETTER OF AGREEMENT

ADAMS COUNTY
PARK 12 HUNDRED
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GENERAL PROVISIONS

continued

Project Expenses

Typical expenses currently required for Services include but are not limited to reproduction, CADD plotting, copies, long-distance telephone and delivery charges. All Project Expenses are chargeable at the direct cost plus ten (10%) percent surcharge for processing overhead. Project related travel expenses within the Denver metropolitan area are chargeable at the current Federal Standard Rate, which is presently \$.56 per mile.

Disbursements

Fees and expenses shall be due and payable monthly within ten (10) working days of receipt of the monthly invoice. Any amount unpaid at the end of thirty (30) calendar days following receipt of the monthly invoice shall bear interest at the rate of one-and-one-half (1 1/2%) per month [eighteen percent (18%) annually] and work shall be discontinued until payment is received.

Termination and Disputes

This Agreement may be terminated by either Party to this Agreement by giving three (3) days written notice. All fees and expenses accrued to that date shall be paid upon submittal of the final invoice for services performed.

All disputes arising out of or relating to the services performed under this Agreement shall be submitted to non-binding mediation unless the parties mutually agree to otherwise in writing.

In the event that any action is necessary to enforce any terms of this Agreement (including payment), the Consultant shall be entitled to collect from the Client any settlement plus any collection fees, including staff time, court costs, attorney fees, interest on owed balance or any other costs incurred by the Consultant in connection with such collection actions.

In the event of any litigation arising from or related to this Agreement or the services provided under the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

Consequential Damages

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project referenced within this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income or any other consequential damages that either party may have incurred from any cause of action including negligence or breach of contract.

Limitation of Liability

To the maximum extent permitted by the law, the Client agrees to limit the Consultant's liability for the Client's damages or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

ARCHITECTURAL SERVICES LETTER OF AGREEMENT

ADAMS COUNTY
PARK 12 HUNDRED
MARCH 25, 2014

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GENERAL PROVISIONS

continued

Instruments of Professional Services

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. The Client agrees not to reuse or make any modification to the construction documents without the prior written authorization and indemnification of the Consultant. The Client agrees, to the fullest extent of the law, to indemnify and hold harmless the Consultant against any damages, liabilities and costs arising from or allegedly arising from the unauthorized reuse or modification of the Construction Documents without written consent from the Consultant.

Indemnification

Kieding (the Consultant) agrees to the fullest extent permitted by law, to indemnify and hold harmless the Client against all damages, liabilities and costs to the extent caused by the Consultant's negligent performance of professional services under this Agreement.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against all damages, liabilities and costs to the extent caused by the Client's negligent acts in connection with the Project, including contractors, sub-contractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ACCEPTED

Brian Heinze

Authorized Signature

Title

Date

Please sign and return a copy to Kieding, email to dgaston@kieding.com

Facsimile: 303.399.6633

Copy To: Danielle Gaston, Kieding

Jennifer Bridges, Interior Designer
Senior Project Manager

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/27/2014

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Colorado, Inc. 2000 South Colorado Boulevard Tower II, Suite 900 Denver, CO 80222	CONTACT NAME: PHONE (A/C, No, Ext): 303 722-7776		FAX (A/C, No): 303-722-8862
	E-MAIL ADDRESS:		
INSURED W.E. Kieding Interior Architects, Inc. Kieding Office Architects dba 501 S. Cherry St., #150 Denver, CO 80246	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Insurance Group		29424
	INSURER B : Hartford Insurance Company of M		37478
	INSURER C : ACE USA		30953
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:250 <input checked="" type="checkbox"/> SS0008 (04/05) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	34SBAUI2736SC	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		34SBAUI2736SC	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		34SBAUI2736SC	01/01/2014	01/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		34WECTD3690	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		G25656891007	01/01/2014	01/01/2015	\$1,000,000 Per Claim \$1,000,000 Aggregate

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

RE: Service Agreement #2014.107 for Architectural Services

The following are Additional Insureds as respects General Liability only if required by written contract and coverage applies only as respects work performed by the Insured for the Additional Insureds. All coverage (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Adams County Board of County Commissioners
4430 South Adams County Parkway
Brighton, CO 80601

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

Patricia X. Rane

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DESCRIPTIONS (Continued from Page 1)

terms, conditions and exclusions of the policy apply.

Additional Insureds: Adams County

The General Liability coverage is Primary & Non-Contributory per the policy terms & conditions only if required by written contract.

The General Liability policy includes a Waiver of Subrogation in favor of the Additional Insureds only if required by written contract.

The Additional Insured endorsement which is referenced above under "Type of Insurance-General Liability" is attached.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.