

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 16 day of January 2017⁸, 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 Smith Environmental & Engineering, located at 250 Perry Lane, Dacono, CO 80514 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 the attached RFP 2017.759 Procurement Correspondence attached hereto as Exhibit A, and the Contractor's response to the RFP 2017.759 Itemized Project Pricing attached hereto as Exhibit A, 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 (1) year from the date of this agreement through and to include work completion acceptance by the County project authorized designee.

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: Ninety Thousand Sixty-nine Dollars and Sixty-seven cents (\$90,069.67).

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, and comprehensive automobile 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. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. 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.
- 11.2. 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.

12. MUTUAL UNDERSTANDINGS:

- 12.1. 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.
- 12.2. 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, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), 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).

- 12.3. 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.
- 12.4. 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.
- 12.5. Assignability: 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. 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 Public Works
Contact: David Rausch, P.E.
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720-523-6840
E-mail: drausch@adcogov.org

Department: Adams County Purchasing
Contact: Shannon E. Sprague, CPPB
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6052
E-mail: ssprague@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: Smith Environmental & Engineering
Contact: Jim Meining, TECS , QS
Address: 250 Perry Lane
City, State, Zip: Dacono, CO 80514
Phone: 303-551-7976
E-mail: jimmeining@smithdelivers.com

- 12.9. 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.
- 12.10. 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.
- 12.11. 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.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or 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

Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. 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:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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).

- 14.8. If 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

County Manager

[Signature]

Raymond H. Gonzales

16 January 2018

Date

Smith Environmental & Engineering

[Signature]

Signature

January 3rd 2018

Date

Nicholas Mosser

Printed Name

Group Project Manager

Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]

Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Weld)

STATE OF Colorado)SS.

Signed and sworn to before me this 5th day of January, 2018,

by Nicholas Mosser,

[Signature]
Notary Public

ALEX HAMMACHER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174040792
MY COMMISSION EXPIRES SEPTEMBER 29, 2021

My commission expires on: 9/29/2021

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:

Smith Environmental and Engineering January 3rd 2018
Company Name Date


Signature

Nicholas Mosser
Name (Print or Type)

Construction Group Manager
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

EXHIBIT A.

Shannon Sprague

From: Jim Meining [jimmeining@smithdelivers.com]
Sent: Friday, December 08, 2017 3:54 PM
To: Shannon Sprague
Cc: 'Peter Smith'; 'Nicholas Mosser'; 'Alex Casalvieri'; 'Tais Lobo'
Subject: West 62nd Avenue Slope Revegetation
Attachments: 2017.759 Attachment A - Pricing Sheet - West 62nd Pkwy Slope Revegetation - SMITH.pdf.xlsx; W9 - 2017 - SMITH.PDF

Shannon,

Please find the proposal and W-9 for the above referenced project. Please let me know if you need anything else.

Thanks,

Jim Meining, TECS, QS

Senior Reclamation Specialist

Senior Estimator

SMITH ENVIRONMENTAL & ENGINEERING

phone: 303-551-7976 | cell: [720-778-6656](tel:720-778-6656)

fax: [720-887-4680](tel:720-887-4680)

address: 250 Perry Lane, Dacono CO 80514

email: JimMeining@SmithDelivers.com

web: www.smithdelivers.com

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Smith Environmental & Engineering		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification. Check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1490 West 121st Avenue, Suite 101	Requester's name and address (optional)	
	6 City, state, and ZIP code Westminster, CO 80234		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number												
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8	4	-	1	5	4	8	8	7	9			

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 01/03/2017
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared By: Shannon E. Sprague, CPPB
 Date: 11/28/17

2017.759 / West 62nd Parkway Slog Revegetation Project

Proposers shall provide the line item breakdown of work per the Scope of Work as noted below. Additional Line Items may be added to ensure that all project fees and pricing are represented. Adams County will not consider fees "after the fact" that have not been listed on the bid schedule pricing form.

Item	Item Number	Item Description	Est. Qty.	UOM	Unit Price	Total Amount
1	203-00100	Muck Excavation	25	CY	\$ 150.00	\$ 3,750.00
2	203-00010	Unclassified Excavation (Complete In Place)	50	CY	\$ 100.00	\$ 5,000.00
3	207-01110	Planter Soil Mix	826.83	CY	\$ 49.00	\$ 40,514.67
4	212-00007	Seeding (Native) (Hydraulic)	2.05	ACRE	\$ 1,300.00	\$ 2,665.00
5	213-00150	Bonded Fiber Matrix	2	ACRE	\$ 3,850.00	\$ 7,700.00
6	630-00000	Flagging	32	HOUR	\$ 32.50	\$ 1,040.00
7	630-00007	Traffic Control Management	1	LS	\$ 6,600.00	\$ 6,600.00
8	630-80355	Portable Message Sign Panel	2	EACH	\$ 5,800.00	\$ 11,600.00
9	630-80356	Advance Warning Flashing or Sequencing Arrow Panel	2	EACH	\$ 1,100.00	\$ 2,200.00
10	700-70010	F/A Minor Contract Revisions	1	FA	\$ -	\$ -
11	950-00004	Mobilization / Demobilization	1	DOL	\$ 4,000.00	\$ 4,000.00
12		Erosion Control	1	JOB	\$ 5,000.00	\$ 5,000.00
Overall Total Project Amount						\$ 90,069.67

Anticipated Work Completion - 30 Calendar Days Depending on Weather

Shannon Sprague

From: Shannon Sprague
Sent: Wednesday, December 06, 2017 8:39 AM
To: Shannon Sprague; 'brett@ipspd.com'; 'doublerex05@yahoo.com'; 'JMolina@coloradocivilinfrastucture.com'; 'Stan@kempandhoffman.com'; 'osman@kandbconstructions.com'; 'blenz@customsvcs.com'; 'petersmith@smithdelivers.com'; 'Jim Meining'; alexcasalvieri@smithdelivers.com
Subject: RE: 2017.759 / West 62nd Parkway Slope Revegetation Project - Answers To Submitted Questions 12/6/17
Importance: High

Good Morning,

Below are questions with corresponding answers that were received regarding Project No. 2017.527

1. Does the existing vegetation need to be removed from the slope prior to grading?
 - a. **The existing vegetation does not need to be removed.**
2. For the planter soil mix, do you want amended topsoil, or just good screened topsoil?
 - a. **Please provide amended topsoil.**
3. While working on site, can one lane of West 62nd Parkway be shut down temporarily?
 - a. **Yes traffic control shall be provided , and one lane can be shut down, if the traffic control with flaggers is provided.**
4. How did the 32 hours of flagging get calculated?
 - a. **The 32 hours of flagging is an estimate of placement operations.**

Thanks A Bunch!



Shannon E. Sprague, CPPB
Contract Specialist II, *Finance Department*
ADAMS COUNTY, COLORADO
4430 S Adams County Pkwy Ste C4000A
Brighton, CO 80601-8212
Direct: 720.523.6052 | Main: 720.523.6050

ssprague@adcogov.org | www.adcogov.org

From: Shannon Sprague
Sent: Wednesday, November 29, 2017 7:05 PM
To: brett@ipspd.com; doublerex05@yahoo.com; JMolina@coloradocivilinfrastucture.com; Stan@kempandhoffman.com; osman@kandbconstructions.com; blenz@customsvcs.com; petersmith@smithdelivers.com
Subject: 2017.759 / West 62nd Parkway Slope Revegetation Project
Importance: High

Greetings,

I am the new Contract Specialist for Adams County and I will be management the procurement process for the following: **2017.759 / West 62nd Parkway Slope Revegetation Project**.

Please note the following bid documents have been attached for review and acknowledgement of receipt:

- I. **2017.759 BID Documents:**

Shannon Sprague

From: Shannon Sprague
Sent: Wednesday, November 29, 2017 7:05 PM
To: brett@ipspd.com; doublerex05@yahoo.com; JMolina@coloradocivilinfrastructure.com; Stan@kempandhoffman.com; osman@kandbconstructions.com; blenz@customsvcs.com; petersmith@smithdelivers.com
Subject: 2017.759 / West 62nd Parkway Slope Revegetation Project
Attachments: 2017_759_RFQ_-_STATEMENT_OF_WORK_-_WEST_62ND_PARKWAY_SLOPE_REVEGETATION.pdf; 2017.759 Attachment A - Pricing Sheet - West 62nd Pkwy Slope Revegetation.pdf.xlsx; 2017.759 DRAWINGS - West 62nd Pkwy Slope Revegetation 5-4-17.pdf
Importance: High

Greetings,

I am the new Contract Specialist for Adams County and I will be management the procurement process for the following: **2017.759 / West 62nd Parkway Slope Revegetation Project**.

Please note the following bid documents have been attached for review and acknowledgement of receipt:

I. 2017.759 BID Documents:

- Project Statement of Work
- 2017.759 Drawings – West 62nd Parkway Slope Revegetation: Dated 5-4-17
- Attachment A. – Pricing Sheet

II. 2017.759 BID Action Items:

- ❖ Reply to the email correspondence with **acknowledgement and intent to bid on or before 12:00PM Friday, December 1st**.
- ❖ Bid Submittal Date: **Friday, December 8, 2017 emailed to my attention by 4:00P.M.**
 - Attachment A. – Pricing Sheet
 - Current W-9
 - Work Completion Date Acknowledgement or anticipated work completion date.

Please reply with any questions and concerns directly to me 72 hours prior to the emailed bid submittal date and "Thank You" in advance for your willingness to partner with Adams County on this project.

Thanks A Bunch!



Shannon E. Sprague, CPPB
Contract Specialist II, Finance Department
ADAMS COUNTY, COLORADO
4430 S Adams County Pkwy Ste C4000A
Brighton, CO 80601-8212
Direct: 720.523.6052 | Main: 720.523.6050

ssprague@adcogov.org | www.adcogov.org

Date: 11/28/17

ADAMS COUNTY:

PROJECT TITLE: 2017.759 / WEST 62ND PARKWAY SLOPE
REVEGETATION

Scope Of Work:

1. Project Objective:

To re-vegetate a 3:1 slope using amended soil placement and applying a hydro seed and hydro mulch covering to the slope and the existing side ditch. The work as described shall include, but is not limited to the following, grading the existing side ditch to allow for positive drainage to an existing area inlet as shown on the attached drawing, project deliverables, and project item descriptions.

- See attached **2017.759 DRAWING – WEST 62nd Parkway Slope Revegetation**

2. Project Deliverables:

Grading, soil amended soil placement, Hydro seeding, Hydro Mulching, completed, in place, and all project deliverables shall be inspected and approved prior to project acceptance by the Adams County designated representative.

3. Project Pricing:

Pricing to be submitted as a fixed overall total project price for a completed project. All materials complete and in place. Any and all other items are identified and determined to be required, please describe the items and associated costs.

- See **Attachment A. – Pricing Sheet** for inclusion with all submittals.

4. Project Additional Services:

Contract may include additional work based on performance, and budget.

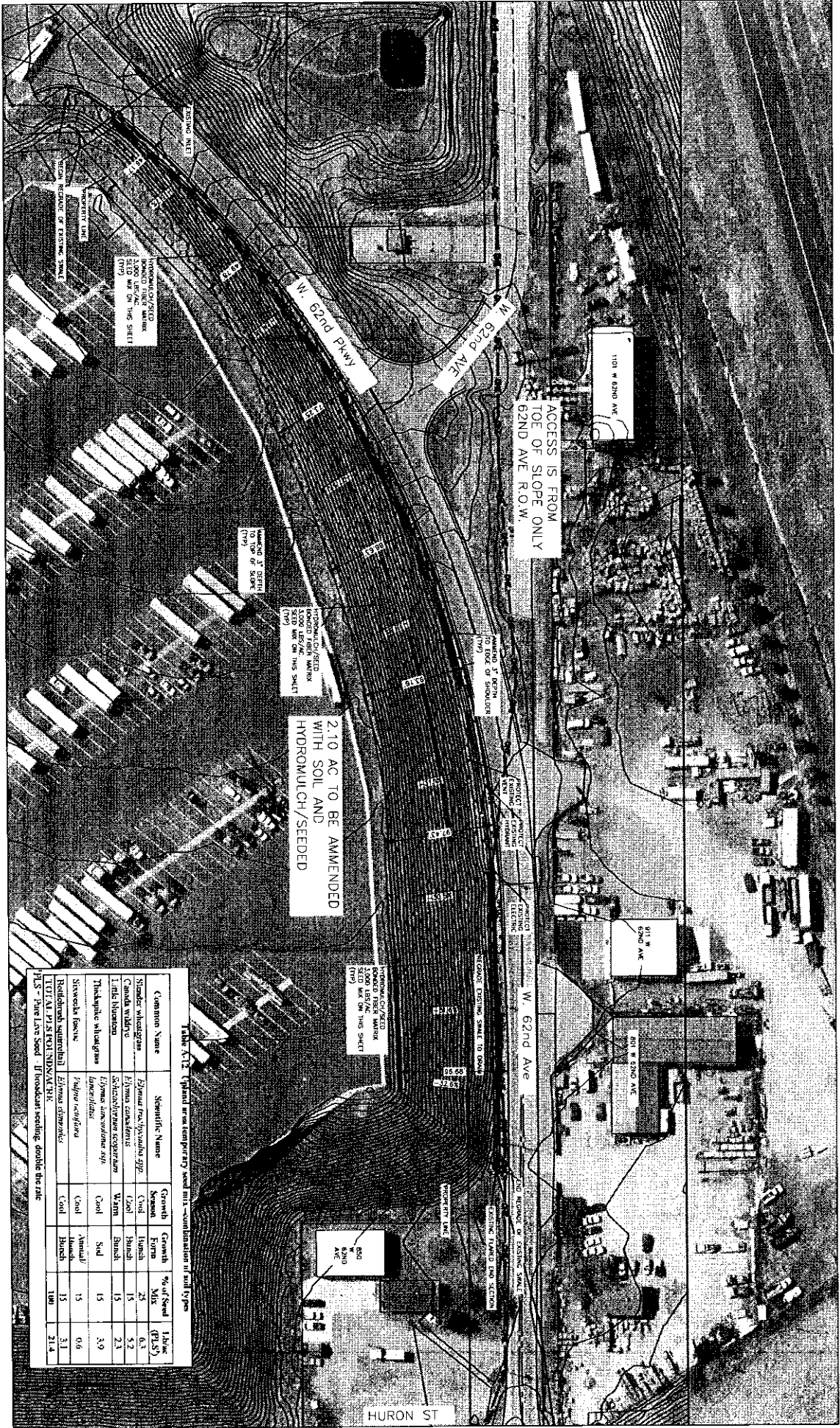


Table A12 (based on an temporary seed mix - combination of soil types)

Common Name	Scientific Name	Seedbed Species	Growth Form	% of Seed Mix (LBS)	lb/ac (LBS)
Stemmed wildgrass	<i>Panicum trivittatum ssp.</i>	Cool	Upright	25	6.3
Canada wildrice	<i>Elymus canadensis</i>	Cool	Bunch	15	3.7
Liriodendron	<i>Schizachyria scoparium</i>	Warm	Bunch	15	2.3
Thickspike wildgrass	<i>Elymus americanus ssp.</i>	Cool	Sod	15	3.9
Stachys laureola	<i>Fragaria virginiana</i>	Cool	Annual	15	0.6
Redtop	<i>Lolium perenne</i>	Cool	Bunch	15	3.1
					21.4

1.5" Fine Live Seed - If broadcast seeding double the rate



TO: Shannon Sprauge, Purchasing Agent
FROM: Jeff Maxwell, Director of Public Works *JM*
PREPARED: David Rausch P.E., Civil Engineer II
DATE: December 12, 2017
SUBJECT: W. 62nd Ave Slope Re-vegetation project.

Adams County Public Works sent a bid submittal request to the Non-project specific contract list and has received a bid for the W. 62nd Ave Slope Re-vegetation project. The project was developed to meet a compliance request sent to the County by the Colorado Department of Health and Environment.

Smith Environmental and Engineering Company is the lowest bidder, coming in at a total contract price of \$90,069.67. This bid has been reviewed and Public Works recommends Smith Environmental and Engineering Company as the most responsible and the lowest cost bidder.

Smith Environmental and Engineering	\$ 90,069.67
-------------------------------------	--------------

Smith Environmental and Engineering Company were responsive to the County's bidding requirements and provided the required information as stipulated in the bidding documents.

Attachment:

2017.759 Attachment A-Pricing Sheet-West 62nd Pkwy Slope Re-vegetation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Van Oppen & Co. 2, Inc. VOCC 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025	CONTACT NAME: Brenda Todd PHONE (A/C, No, Ext): 800-746-0048 E-MAIL ADDRESS: service@vanoppenco2.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED SMITH-1 Smith Environmental & Engineering and Smith Environmental Services, Inc. 250 Perry Lane Dacono CO 80514	INSURER A: Colony Insurance Company NAIC # 39993	
	INSURER B: Ohio Security Insurance Co. 24082	
	INSURER C: Pinnacle Assurance 41190	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1625087915 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL(Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PACEP304485	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
B	AUTOMOBILE LIABILITY <input checked="" 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	Y	Y	BAS56503574	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EXC304486	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 XS GL/CPL/E&O/AU/EL \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4202890	6/20/2017	2/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability "Claims Made"			PACEP304485	2/1/2017	2/1/2018	Each Claim 1,000,000 Aggregate 2,000,000 Subject to GL Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: W. 62nd Ave. Slope Re-vegetation project.
Adams County is included as Additional Insured under General Liability as per written contract. Coverage is Primary and Non Contributory. A Waiver of Subrogation applies as per written contract.

CERTIFICATE HOLDER Adams County Public Works David Rausch 4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton CO 80601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

NUMBER	TITLE
FORMS APPLICABLE -	ENVIRONMENTAL POLLUTION & CASUALTY EXPOSURES (ENVIROPAGE) POLICY DECLARATIONS
ENVCNR-0916	CANCELLATION
ENVNOTICE-0615	IMPORTANT POLICYHOLDER INFORMATION
EPACE001-0415	ENVIROPAGE INSURANCE POLICY
EPACE106-0714	NOTICE OF CANCELLATION BY US - CERTIFICATE HOLDER(S)
EPACE108-0714	MINIMUM EARNED PREMIUM ENDORSEMENT
EPACE109-0714	LIMITED LEGAL DEFENSE COSTS OUTSIDE THE LIMITS OF LIABILITY- PROFESSIONAL LIABILITY
EPACE110-0714	AMENDED GENERAL AGGREGATE ENDORSEMENT
EPACE117-0714	ASSUMPTION OF CLAIMS-MADE RETROACTIVE DATE - EMPLOYEE BENEFITS ADMINISTRATION LIABILITY
EPACE121-0714	AMENDED COVG 2D - POLLUTION LIAB FOR YOUR SITES (TIME ELEMENT COVG FOR SCHED SITES)
EPACE168-1215	DELETION OF AUTOMATIC COVERAGE FOR SUBSIDIARIES
EPACE186-0616	EXCLUSION - UNMANNED AIRCRAFT
EPACE196-1016	EXCLUSION-RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW
EV165B-0115	CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION
ILP001-0104	U.S. TREASURY DEPT'S "OFAC" ADVISORY NOTICE TO POLICYHOLDERS
PRIVACYNOTICE-0415	PRIVACY NOTICE
SIGCIC-1013	SIGNATURE PAGE
TRIANOTICEENV-0115	POLICYHOLDER DISCLOSURE-NOTICE OF TERRORISM INSURANCE COVERAGE
U094-0415	SERVICE OF SUIT

- d. Covered by Project-Specific Insurance
 - e. Discrimination
 - f. Dishonest or Fraudulent Act
 - g. Disputed Fees
 - h. Employer's Liability
 - i. Failure to Comply
 - j. Failure to Maintain
 - k. Faulty Workmanship
 - l. Fiduciary Liability of Non-Named Insured
 - m. Fines, Penalties and Assessments
 - n. Insured versus Insured
 - o. Intellectual Property
 - p. Internal Expenses
 - q. Known Wrongful Act
 - r. Nuclear Material
 - s. Owned Facilities
 - t. Personal and Advertising Injury
 - u. Previously Reported Claims
 - v. Project Delays or Cost Overruns
 - w. War
 - x. Workers' Compensation and Similar Laws
 - y. Warranties
 - z. Your Product
3. Defense - Coverage 3 -- Professional Liability



XX. WHO IS AN INSURED

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- 1. Applicable to Coverage Part 1 and Part 2:
- 2. Applicable to Coverage 3 – Professional Liability

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- 1. Limits Applicable to Part 1 Coverages
 - a. General Aggregate Limit and General Aggregate Cap
 - b. Products-Completed Operations Aggregate Limit
 - c. Each Occurrence Limit
 - d. Personal and Advertising Injury Limit
 - e. Employee Benefits Administration Limit
 - f. Crisis Management Costs Limit - Coverage 1G
 - g. Damage to Premises Rented to You Limit
 - h. Medical Expense Limit
- 2. Limits Applicable to Part 2 - Special Pollution Coverages
 - a. Pollution Liability Aggregate Limit
 - b. Individual Coverage Limits
 - c. Each Pollution Condition Limit
- 3. Limits Applicable to Coverage 3 - Professional Liability
 - a. Professional Liability Aggregate Limit
 - b. Each Wrongful Act Limit
- 4. Multiple Coverage Sections
- 5. Multiple Policies or Policy Periods
- 6. Extension of Policy Period
- 7. Deductible

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- 1. Your Duties in the Event of an Occurrence, Offense, or Wrongful Act
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- 3. Our Rights in the Event of a Pollution Condition
- 4. Your Duties in the Event of a Claim or Suit
- 5. Your Duties with Respect to Emergency Expenses
- 6. Knowledge of an Occurrence

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8. Currency
9. Declarations and Representations
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11. Headings
12. Independent Counsel
13. Inspection and Audit
-  14. Other Insurance
 - a. Primary Insurance
 - b. Excess Insurance
 - c. Method of Sharing
-  15. Separation of Insureds
16. Sole Agent
-  17. Subrogation
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9. Coverage Territory
10. Crisis Management Consultant
11. Crisis Management Costs
12. Crisis Management Event
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14. Employee
15. Employee Benefit Program
16. Environmental Damage
17. Environmental Laws
18. Environmental Professional
19. Executive Officer
20. First Named Insured
21. Hostile Fire
22. Illicit Abandonment
23. Impaired Property
24. Inception Date
25. Insured Contract
26. Job Site
27. Legal Defense Costs
28. Leased Worker
29. Loading or Unloading
30. Location

→ XX. WHO IS AN INSURED

Applicable to Coverage Part 1 and Part 2:

Each of the following is an insured under Coverage Part 1 and Part 2:

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. With respect to all coverages other than Coverage 1F (Employee Benefits Administration Liability), each of the following is also an insured:
 - a. Your **volunteer workers**, but 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** is an insured 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), or to your members (if you are a limited liability company);
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraph (1) (a) above; or
 - (c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

- (2) **Property damage or environmental damage** to property:
 - (a) Owned, occupied or used by; or
 - (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. Any person (other than your **employee or volunteer worker**), or any organization while acting as your real estate manager.
 - c. 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. 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 Policy.
- 3. Any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest as of the **inception date** is a Named Insured; however, such entities shall cease to be a Named Insured if you cease to maintain more than a 50% ownership interest.
- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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;
 - b. Coverage under this Policy does not apply to any **bodily injury, property damage, environmental damage or pollution condition** that took place, or an offense or **wrongful act** committed, before you acquired or formed the organization.
- 5. Any person or organization with whom you agree to include as an insured pursuant to a written contract, written agreement or permit is an insured, but: (i) only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or clean-up costs** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf and arising out of your operations, **your work**, equipment or premises leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business; (ii) only for the lesser of the applicable limits of liability set forth in section XXI. LIMITS OF LIABILITY AND DEDUCTIBLE or the minimum limits of liability required by such written contract; (iii) the insurance afforded only applies to the extent permitted by law; (iv) the insurance afforded will not be broader than that which you are required by the contract or agreement to provide for such insured. However:

- a. A vendor is not an insured as respects **bodily injury, property damage, environmental damage or clean-up costs** arising out of:
 - (1) Damages the vendor is obligated to pay by reason of the assumption of liability in a contract or agreement except for any damages that the vendor would have been obligated to pay in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
 - (5) Any failure to make 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;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product;
 - (7) 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
 - (8) 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 subparagraph does not apply to:
 - (a) the exceptions contained in subparagraphs (4) or (6) above; or
 - (b) 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.
- 6. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage, personal and advertising injury or clean-up costs**:
 - a. Arising out of any **occurrence**, offense, **pollution condition**, or **wrongful act** that takes place after the equipment lease expires or you cease to be a tenant; or
 - b. Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

7. Solely with respect to Coverage 1F (Employee Benefits Administration Liability), each of the following is an insured:
 - a. Each of your **employees** who is or was authorized to administer your **employee benefits program**.
 - b. Any persons, organizations or **employees** having proper temporary authorization to administer your **employee benefits program** if you die, but only until your legal representative is appointed.
8. 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 Policy.

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.

Applicable to Coverage 3 – Professional Liability

The following person(s) or entity(ies) are an insured under Coverage 3 - Professional Liability:

1. the **first named insured** and other named insured(s) expressly added to Item 1 of the Declarations;
2. any of your current or former directors, officers, partners, members, **employees**, or shareholders, as applicable, while acting within the scope of his or her duties as such, but only while rendering **professional services** on behalf of a named insured; and
3. the estate, heirs, executors, administrators and legal representatives of each named insured in the event of death, incapacity or bankruptcy of such insured, but only with respect to liability arising out of **professional services** rendered by a named insured prior to such death, incapacity or bankruptcy, and only to the extent that coverage would have been provided under Coverage 3 - Professional Liability.

XXI. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **claims, suits**, claimants or insureds, the following limits of liability apply:

1. **Limits Applicable to Part 1 Coverages**
 - a. **General Aggregate Limit and General Aggregate Cap**
 - (1) The General Aggregate Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under all Part 1 Coverages except: (i) damages because of **bodily injury, property damage** or **environmental damage** included in the **products-completed operations hazard**, and (ii) **crisis management costs** that result from a **crisis management event** arising directly from **your product**.
 - (2) Subject to subparagraph (3) below, the General Aggregate Limit applies separately to:

where the **claim** arose or is being defended. In addition, we may exercise our right to require that such counsel:

- a. meet certain minimum qualifications with respect to competency, including possessing a minimum of five (5) years experience in defending **claims** similar to those asserted against the insured;
- b. maintain suitable errors and omissions insurance coverage; and
- c. agree, in writing, to respond in a timely manner to our requests for information regarding the **claim**.

An insured may, at any time, waive any right it may have to select independent counsel.

13. **Inspection and Audit**

With reasonable notice to you, we shall be permitted, but not obligated, to inspect, sample and monitor on a continuing basis your property, equipment and/or operations. Neither our right to make inspections, sample and monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with **environmental laws**, or any other law, rule or regulation. Further, the **first named insured** agrees on behalf of all insureds, to grant us both the right to interview, and access to, any insured whom we reasonably believe may have relevant information pertaining to any **claim** or **pollution condition** potentially covered under this Policy.

14. **Other Insurance**

If other valid and collectible insurance is available for any **loss** subject to coverage under this Policy, our obligations are limited as follows:

- a. **Primary Insurance**
Except as provided in paragraph **b.** below, this insurance is primary. When this insurance is primary, our obligations are not affected unless any of the other insurance is also primary, in which case we will share with all other primary insurance by the method described in paragraph **c.** below. However, in the event that a written contract, written agreement or permit requires this insurance to be primary for any person or organization that you agreed to insure, and provided such person or organization is an insured under this Policy, this insurance will be primary and we will not seek contribution from any other insurance issued to such person or organization.
- b. **Excess Insurance**
This insurance is excess over:
 - (1) Any other insurance, whether primary, excess, contingent or on any other basis that is: (i) Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**; (ii) Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; (iii) insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or (iv) insurance applicable to **loss** arising out of the maintenance or use of aircraft, **autos** or watercraft;

- (2) Notwithstanding the provisions of paragraph a. above, any other primary insurance available to you covering liability for damages arising out of the premises or operations, the **products-completed operations hazard, your work, transportation, waste disposal facility, non-owned location, scheduled site or unscheduled site** for which you have been added as an additional insured; or
- (3) Any insurance:
 - (a) available to the insured and issued, or applicable to, any territory **outside the United States of America, its territories and possessions, Puerto Rico and Canada**; or
 - (b) required by law, regulation or other governmental authority in any country or jurisdiction outside the United States of America, its territories and possessions, Puerto Rico and Canada.

When this insurance is excess:

- (a) We will have no duty to defend the insured against any **suit** if any other insurer has a duty to defend the insured against that **suit**; however
- (b) If no other insurer has a duty to defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of **loss**, if any, that exceeds the sum of the: (i) total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and (ii) total of all deductibles, retained and self-insured amounts under all that other insurance. Then, we will share the remaining **loss**, if any, with any other insurance that is not described in this subparagraph (b) and was not bought specifically to apply in excess of the applicable Limits of Liability of this Policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we also will follow such method. Under this method, each insurer contributes equal amounts until it has paid its limit of liability or no **loss** remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its limit of liability to the total applicable limits of insurance of all insurers.

→ **15. Separation of Insureds**

Except with respect to the Limits of Liability, Deductible, Insured versus Insured exclusion, and any rights and duties specifically assigned to the **first named insured**, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a **claim** is made.

Misrepresentation or concealment by one insured shall not prejudice the interest or coverage for another insured under this Policy, except where such latter insured is a parent, subsidiary, or affiliate of the insured that committed such misrepresentation or concealment. For the purposes of this condition, an "affiliate" means an entity that directly or indirectly is controlled by, or is under common control with, the insured that committed such misrepresentation or concealment. Notwithstanding the forgoing, nothing stated herein shall preclude us from seeking and obtaining rescission of this Policy in the event of a material misrepresentation in the application for insurance. In addition, nothing stated herein shall operate to increase the limit(s) of liability provided hereunder.

16. Sole Agent

The **first named insured** shall act on behalf of all insureds for the payment of the Deductible, payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation, and the exercise of the rights provided in section XXIV. EXTENDED REPORTING PERIODS.

→ **17. Subrogation**

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

→ However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against any person, entity or organization prior to a **loss** or **claim**, we waive any right to recovery we may have under the policy against such person, entity or organization.

18. Voluntary Payments

The insured shall not settle any **claim** or **suit** or, with the exception of **emergency expenses**, make any voluntary payments without our prior written consent. If we recommend a settlement, the insured shall have the opportunity to consent to it, such consent not to be unreasonably withheld or delayed. If we recommend a settlement that is acceptable to a claimant for a total amount in excess of the applicable Deductible and within the applicable Limits of Liability and the insured refuses to consent to such settlement, then our liability for **loss** shall be limited to that portion of the recommended settlement, and the **legal defense costs** incurred as of the date of the insured's refusal, which exceeds the Deductible and falls within the applicable Limit of Liability.

XXIV. EXTENDED REPORTING PERIODS

This section XXIV. applies to Coverages 2C, 2D and 3 only.

1. We will provide one or more Extended Reporting Periods, as described below, if this Policy is terminated for any of the following reasons:
 - a. Cancellation by us for any reason other than failure to pay a premium when due or fraud or material misrepresentation;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION BY US – CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Certificate Holder(s):
CONCRETE EXPRESS, INC. PER SCHEDULE ON FILE WITH BROKER

Section **XXIII. CONDITIONS, 4. Cancellation** is amended by the addition of the following:

If we cancel this Policy before the expiration date thereof, we will mail 30 days written notice (10 days for non-payment of premium) to the Certificate Holder(s) indicated in the SCHEDULE above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (18) 56 50 35 74
Policy Period:
From 02/01/2017 To 02/01/2018
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
SMITH ENVIRONMENTAL AND ENGINEERING, INC	(844) 805-8572 CONTINENTAL INS AGY ALLIANCE

OTHER NAMED INSUREDS

See Named Insured Endorsement DS8804

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
AC 00 31 01 14	Changes In Your Policy
AC 84 59 06 14	State Application Of Terrorism Exclusion Endorsements Involving Nuclear, Biological Or Chemical Terrorism
CA 00 01 03 06	Business Auto Coverage Form
CA 01 13 01 11	Colorado Changes
CA 04 40 01 11	Colorado Auto Medical Payments Coverage
CA 21 50 01 11	Colorado Uninsured Motorists Coverage - Bodily Injury
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 23 87 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits
CA 23 89 01 06	Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits
CA 23 93 01 06	Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance
CA 85 53 12 93	Recreational Trailers and Boat Trailers
CA 88 10 01 10	Business Auto Coverage Enhancement Endorsement
CA 99 11 12 93	Colorado Changes - Driver Exclusion
CA 99 44 12 93	Loss Payable Clause

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
Secretary

Paul Condren
President

To report a claim, call your Agent or 1-800-362-0000
DS 70 21 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
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BROAD FORM INSURED	1
BODILY INJURY REDEFINED	21
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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1)** Is a partnership or joint venture; or
- (2)** Is an insured under any other automobile policy; or
- (3)** Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1)** If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.



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20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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NCCI #: WC000313B
Policy #: 4202890

Smith Environmental and Engineering I
250 Perry Lane
Dacono, CO 80514

Continental Insurance Agency Allian
P. O. Box 1270
Glenwood Springs, CO 81602
(970) 945-9161

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: November 7, 2017 Expires on: February 1, 2018
Pinnacol Assurance has issued this endorsement November 7, 2017