ADAMS COUNTY
CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 5th day of March, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Hallmark, Inc. located at 5085 Harlan Street, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

2018.600 / Sand Oil Separator – Adams County Detention Center – EXHIBIT A.

1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

1.2.1. All terms set forth in the RFP/IFB DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.

1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in
accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.

1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.

1.7. 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, Contractor shall bill for such services at the rates provided for in this Agreement.

2. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

2.2. 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.

2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

2.4. 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.

2.5. 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.

2.6. 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.
2.7. If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

2.8. 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).

2.9. If Contractor violates this Section II 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.

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

3.1. Provide information as to its requirements for the project.

3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.

3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

4.1. Term of Agreement: The work to be performed under this Agreement shall be through and to include December 31, 2018.

5. PAYMENT AND FEE SCHEDULE

5.1. 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 Forty-nine Thousand Seven Hundred Three Dollars ($49,703.00).
5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.

5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:

5.3.1. If the Agreement is for one hundred fifty thousand dollars ($150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars ($150,000), the County may withhold more than five percent (5%).

5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. 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 funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable
sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

<table>
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<tr>
<th>Original Contract Amount ($)</th>
<th>Liquidated Damages per Calendar Day ($)</th>
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<tbody>
<tr>
<td>From More Than</td>
<td>To And Including</td>
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<tr>
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6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.

6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.

6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after the agreement time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

7. **DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

7.1. 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.

8. **WARRANTY**

8.1. 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.

9. **SUBCONTRACTING**

9.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

10. **CHANGE ORDERS OR EXTENSIONS**

10.1. 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 a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

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

11. **INSPECTIONS, REVIEWS AND AUDITS**

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

11.1.1. Work to be completed, if any; and,
11.1.2. Work not in compliance with the Agreement, if any; and,
11.1.3. Unsatisfactory work for any reason, if any.

11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.
12. **CLEAN-UP**

12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

13. **PROJECT ADMINISTRATION**

13.1. The Project Manager for this Agreement shall be Mike Van Gorder / Adams County Building Supervisor, who can be reached by phone at 303-655-3335. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

13.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

13.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager’s determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

13.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

14. **NONDISCRIMINATION**

14.1. 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.
14.1.1. 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.

15. **INDEPENDENT CONTRACTOR**

15.1. 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 State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. **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.**

16. **INDEMNIFICATION**

16.1. The Contractor agrees to indemnify and to hold the County and its agents harmless 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 or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

17. **INSURANCE**

17.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

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

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<thead>
<tr>
<th>Type</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>
17.1.2. Comprehensive Automobile Liability Insurance: to include all motor
vehicles owned, hired, leased, or borrowed.
   Bodily Injury/Property Damage $1,000,000 (each accident)
   Personal Injury Protection Per Colorado Statutes
17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

17.1.4. Professional Liability Insurance*: to include coverage for damages or
claims for damages arising out of the rendering, or failure to render, any
professional services.
   Each Occurrence $1,000,000

*This insurance requirement applies only to 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.

17.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:

17.2.1. 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.

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

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

17.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to
form or substance, or if a company issuing any such policy shall be or at any time becomes
unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the
same to the Purchasing Agent of Adams County for approval, and thereafter submit a
certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver,
and 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 to obtain and/or maintain any required insurance shall not relieve the Contractor
from any liability under the Agreement, nor shall the insurance requirements be construed to
conflict with the obligations of the Contractor concerning indemnification.

17.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually
held fully responsible for completion of the project according to the terms of this Agreement.
The parties thereto also have joint and several liabilities to the County for any liquidated
damages assessed or for performance bond claims against the Joint Venture. The performance
bond and all insurance required by this Agreement shall set forth the identity of each party to
the Joint Venture.
18. TERMINATION

18.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.

18.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, 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.

18.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

18.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

19. BONDING: N/A

19.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

20. MUTUAL UNDERSTANDINGS

20.1. 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 venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.

20.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, 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. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

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

Department: Adams County Detention Center
Contact: Mike VanGorder / Building Supervisor
Address: 1927 Bridge Street – Ground Shop
City, State, Zip: Brighton, CO 80601
Phone: 303-655-3335
E-mail: mvangorder@adcogov.org
20.8. **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.

20.9. **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.

20.10. **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.

20.11. **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.

The remainder of this page is left blank intentionally.
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY COLORADO
COUNTY MANAGER

Raymond J. Gonzales
5 March 2018

Hallmark, Inc.

Robert Lawrence
02-13-2018
Printed Name
Title

ATTEST:
Stan Martin, 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 13 day of February 2018,

by Robert Lawrence

Elizabeth J. Holder
Notary Public

My commission expires on: June 6, 2020
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:

Hallmark, Inc.  
02-05-2018

Robert C Lawrence  
Date

Name (Print or Type)

Signature

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.
ADAMS COUNTY FORMAL INVITATION FOR BID
2018.600

SAND OIL SEPARATOR – DETENTION CENTER

All documents and Addendum related to this BID will be posted on the Rocky Mountain Bid System at:
http://www.bidnetdirect.com/colorado/solicitations/open-bids

BID ISSUANCE
Date: 1/19/18

On-site Pre-Bid Conference will be held on
Date: 1/23/18
Time: 1:00 p.m.

Location: Adams County Detention Center – Ground Shop
1932 N. 19th Avenue, Brighton, CO 80601

QUESTIONS:
Written questions will be accepted through 1/26/18
Questions must be submitted by email to Shannon E. Sprague, CCPB
ssprague@adcgov.org
An Addendum to answer submitted questions will be issued no later than 1/30/18

BID OPENING
Date: February 5, 2018
Time: 2:00 p.m.
Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, Colorado 80601
GENERAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **SAND / OIL SEPARATOR – DETENTION CENTER GROUND SHOP**

1. **All documents related to this BID will be posted on the Rocky Mountain Bid System at:** [http://www.bidnetdirect.com/colorado/solicitations/open-bids](http://www.bidnetdirect.com/colorado/solicitations/open-bids)

   1.1. Contractors must register with this service to receive these documents.

   1.2. This service is offered free or with an annual fee for automatic notification services.

2. **Written questions may be submitted through 1/26/18 by 12:00 p.m. All questions are to be submitted by email to:**

   2.1. Shannon E. Sprague, CPPB / ssprague@adco.gov

3. **An Addendum to answer submitted questions will be issued no later than 1/30/18.**

4. **There will be an Onsite Pre-Bid Conference for this solicitation.**

   4.1. An onsite pre-bid meeting will be held on Tuesday, January 23, 2018 at 11:00 a.m. at the Adams County Detention Center 1932 North 19th Ave. Brighton, Colorado, to discuss the Scope of Work.

   4.2. The onsite pre-bid will begin precisely at 11:00 a.m. late arrivals in excess of ten (10) minutes may not be allowed to attend per the Contract Specialist determination and final decision. Check-in prior to the pre-bid is required, please allow yourself plenty of time for this process. A driver's license or other picture identification is required. A representative of the Contractor must attend this mandatory conference in order to qualify to respond to this Agreement.

5. **Bids:**

   5.1. Sealed bids for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A, Brighton Colorado 80601, up to 2:00 p.m. on 2/5/18.

   5.2. The bid opening time shall be according to our clock.

   5.3. Bids will be publicly opened and read aloud at this time.
5.4. Bids may be mailed or delivered in person and must be in a sealed envelope clearly labeled with the following: Company Name, Bid Number, Project Title, and ATTN: Adams County Purchasing.

5.5. No bids will be accepted after the time and date established above, except by written addenda.

6. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

7. **BID REQUIREMENTS**

7.1. Two (2) copies: 1 paper original and 1 CD or Flashdrive (PDF) of the bid are required. Brochures or other supportive documents are required with the two (2) sets of submittals with bid.

7.2. All bids must be signed.

7.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.

7.4. Bids may not be withdrawn after date and hour set for closing.

7.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

7.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number, Project Title, and ATTN: Adams County Purchasing.

7.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.

7.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.

7.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
7.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the bid.

7.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.

7.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

7.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.

7.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

7.15. All documentation submitted in response to this solicitation 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"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

8. 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.

9. Adams County is an equal opportunity employer.

10.COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding
and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

11. **Bonding:** Bids in excess of $50,000 must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid. Your firm may submit your bond on the standard AIA form.

11.1. **There will be no liquidated damages for this project.**

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

12.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
   - 12.1.1. Each Occurrence $1,000,000
   - 12.1.2. General Aggregate $2,000,000

12.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
   - 12.2.1. Bodily Injury/Property Damage $1,000,000 (each accident)
   - 12.2.2. Personal Injury Protection Per Colorado Statutes

12.3. **Workers’ Compensation Insurance:** Per Colorado Statutes

12.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
   - 12.4.1. Each Occurrence $1,000,000
   - 12.4.2. This insurance requirement applies only to 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.
12.5. 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:

12.5.1. 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.

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

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

12.6. All insurers of the Contractor must be licensed or approved to do
business in the State of Colorado. 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.

12.7. Prior to exercising this agreement, the County requires the Contractor to
provide proof of the insurance coverage or policies required under this
Agreement.

12.8. The Contractor shall not commence work under this contract until they
have submitted to the County and received approval thereof, certificates
of insurance showing that they have complied with the foregoing
insurance.

12.9. All referenced insurance policies and/or certificates of insurance shall be
issued to include Adams County as an "additional insured." The name of
the bid or project must appear on the certificate of insurance.

12.10. Underwriters shall have no right of recovery or subrogation against
Adams 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 covered by the described insurance.

12.11. The clause entitled "Other Insurance Provisions" contained in any policy
including Adams County as an additional insured shall not apply to
Adams County.
12.12. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, 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 the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

13. 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

13.1. 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.

13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

13.3. 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.

13.4. 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.

13.5. 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.
13.6. If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

13.7. 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).

13.8. 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.

END OF GENERAL INSTRUCTIONS

The remainder of this page left blank intentionally.
BID SPECIFICATIONS:

I. **SCOPE OF WORK:**

II. **A. Project Overview:**

The Adams County Detention Center (County) is seeking a qualified General Contractor to provide and install a 320 gallon dual compartment Sand /Oil separator as specified in the provided engineered drawings by the Adams County designated Architect as **Attachment A. – Sand Oil Separator Engineering Drawings** and shall be in full compliance by the City Of Brighton Storm Water practices for capturing all debris during the washing and cleaning of equipment to ensure non-entry into the adjacent storm drains. The sand and oil separator shall be located at the Adams County Detention Center Ground Shop at: 1932 North 19th Avenue, Brighton, Colorado, 80601.

The County has deemed the following as minimum requirements for this project:

i. **Minimum Requirements:**

1. Contractor shall supply all applicable permits and utility locates required by the City of Brighton and shall be obtained by the Contractor prior to start. Contractor must include and price all necessary permits and inspection fees.

2. Where applicable the Contractor shall schedule final inspections and possible dye testing with the City Of Brighton CO.

3. Contractor must have the required contractor licensing in Brighton, Colorado.

4. Contractor shall provide all labor and materials as outlined by the Scope of Work herein. All work shall be done in accordance with the **Attachment A. – Sand Oil Separator Engineering Drawings.**

5. **Contractor is to field verify all measurements prior to work commencement.**

ii. **Work Hours:**

1. Work is to be completed **during** regular operating hours Monday – Friday 7am-5pm.
   a. Due to the nature of the surrounding environment and to minimize work place interruptions alternate hours may be required. This will be the discretion of Adams County Facility Operations.

2. There will be absolutely no work scheduled on County observed Holidays. (See attached **Attachment C. – 2018 Adams County Holiday Closure Schedule**)
3. If the contractor elects to work weekends, it must be cleared thru the Facility Operation Supervisor three (3) days prior to work commencement. This requirement is to ensure and confirm additional staffing for security reasons. No exceptions.

iii. **Work Conditions and Background Check Requirements:**

1. All contractors shall check in daily with the Detention Center Building Maintenance Supervisor or designee at the start and completion of their work day, and must be able to communicate and take directives effectively from the Supervisor or designee on a regular basis.

2. The Adams County Sheriff department will conduct background checks on all persons prior to being granted to County facilities.

3. A Colorado and national background check will be required for all persons prior to being granted access to County Facilities. Employees that do not pass the initial background process will not be allowed to conduct work for Adams County. No persons shall commence work until all backgrounds are completed and cleared.

4. Contractor shall provide a project schedule within (10) days of being awarded the contract. And shall review and update this schedule as necessitated by weather or other delays.

5. All work shall be completed on or before December 31st 2018.

iv. **Site Safety and Security:**

1. There shall be no aluminum cans, glass product, silverware, or lighters allowed in an inmate populated area.

2. All areas are subject to site inspections.

3. At no time shall there be any trash, tools, material or any objects left unattended.

4. All contractors shall follow Adams County Facility Operations policies and procedures. Contractor shall be subject to rules and regulations FO-06 and the Adams County safety program FO-06. A copy of these policies shall be given to the winning Contractor prior to start of work.

5. Contractor shall adhere to the rule and regulations while working within an inmate populated area, the Contractor shall present themselves in a professional manner at all times.

6. At no time shall any Contractor converse with any inmate alone or unsupervised. No Exceptions. If any Contractor is found holding an unsupervised conversation with an inmate they will be escorted off the premises and their privileges will be revoked.

7. Contractor shall have a fire extinguisher present and accessible at all times.
v. **Workmanship:**

1. The Contractor shall provide a trash container for all items pertaining to this project.

2. All areas where work is to be completed shall be cleaned on a regular basis. At no time shall there be any trash, tools, materials, or objects left unattended in an inmate populated area.

3. All fire and life safety devices shall be protected before concrete saw cutting is to commence, and removed at end of business day.

4. Before concrete saw cutting is to commence the Contractor shall insure that there is adequate air movement or place warehouse type fans to pull the dust created from concrete saw cutting away from the work area.

5. All equipment in the work area shall be covered in such a fashion that it will be protected from the dust created when concrete cutting is started and during jack hammering to remove existing concrete.

6. New channel drain grating shall be galvanized or ductile iron and be able to withstand the weight of tractors, and heavy equipment.

7. In areas where concrete removal was performed it shall be pinned/doweled with ¾" rebar, and if applicable concrete remesh shall be placed prior to new concrete being poured.

8. All areas where new concrete is poured and matches up to existing control joints it shall be carried across into the new pour.

9. Work area must be kept clean and all debris is to be swept and properly disposed of.

10. Concrete finish shall be polished to best match existing.

11. If applicable, facility Operations shall allow Contractor to stage all necessary materials and tools in a specific specified area which will be determined by Facility Operations.

12. Contractor shall supply all tools, ladders, and equipment necessary for the completion of the project.

13. Upon completion, Contractor shall hand all warranties, documents, Inspection results, completed permits, and As-Builts to the Adams County Detention Facility Supervisor or designee.

14. All completed work will be inspected by the City of Brighton and Adams County Facility Operations Supervisor or designee. Any deficiencies will be corrected by the Contractor within seventy-two (72) hours of the Inspection correction request by the County.
vi. **Bid Pricing:**

1. In addition to the bid pricing as required per *Attachment B, 2017.600 – Sand Oil Bid Pricing Sheet*, the Contractor’s labor and wage rate schedules shall be included in all submittals and pricing shall be fixed until project completion and acceptance by the County.

2. All pricing shall be submitted electronically via Excel

3. Contractor must provide an anticipated project work completion schedule with bid submittal.

vii. **References:**

A minimum of three (3) references must be provided of similar projects. Adams County Facility Operations may visit those references to check quality of work.

The following information must be included in all submittals:
- Project Name
- Project Location
- Project Amount
- Project Manager Name, Phone, Email
Submittal Checklist

☐ Bid Response
☐ Vendor Information Form
☐ W-9
☐ Contractor's Certification of Compliance
☐ Contractor's Statement
☐ Bid Bond – Only Required for bids over $50K
☐ References
☐ One (1) paper copy marked original
☐ One CD or Flash drive of submitted proposal in a single PDF document
  - Including one (1) electronic copy with an Excel response to Attachment B. – Sand Oil Bid Pricing Sheet spreadsheet.
CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

Forty Nine Thousand, Seven Hundred Thirty Dollars and No Cents, $49,703.00

Written Overall Total Amount

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 (1-23-18)  Addenda # 2 (1-29-18)

If None, Please write NONE.

ATTACHMENT B. - Pricing Submitted: YES

<table>
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<tr>
<th>Company Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>HALLMARK INC</td>
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<th>Address</th>
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<tbody>
<tr>
<td>5085 HARLAN STREET</td>
<td>Robert C Lawrence</td>
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<table>
<thead>
<tr>
<th>City, State, Zip Code</th>
<th>Printed Name</th>
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<tbody>
<tr>
<td>DENVER CO 80212</td>
<td>President</td>
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<td><a href="mailto:hallmark5040@hotmail.com">hallmark5040@hotmail.com</a></td>
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**Attachment B. 2018.600 - Sand / Oil Separator Bid Pricing Sheet**

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<th>Item No.</th>
<th>Item Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Cost - Installation Included</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>Sand / Oil Separator: 320 Gallon Dual Compartment <em>(Technical Specifications to be included in bid submittals)</em></td>
<td>1</td>
<td>Each</td>
<td>$3,063.00</td>
<td>$3,063.00</td>
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<td>2</td>
<td>Sand / Oil Separator: Freight/Shipping</td>
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<td>3</td>
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<td>Job</td>
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</table>

**Project Total Amount: Items 1-3** $49,703.00

**Project Completion After ARO* - Construction Contract** 21 Calendar Days

*Adams County anticipates project completion for March 31, 2018; All bidders are to provide the most accurate ARO work completion date.*
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   Hallmark, Inc.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   □ Individual/sole proprietor or single-member LLC
   □ C Corporation
   □ S Corporation
   □ Partnership
   □ Trust/estate
   □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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) __________
   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.
   5085 Harlan St
   Denver, CO 80212

6. City, state, and ZIP code

7. List account number(s) here (optional)

Requestor's name and address (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

---

Social security number

Or

Employer identification number

8 4 - 1 1 7 2 4 9 3

---

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 not 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 for Part II, later.

Sign Here

Signature of U.S. person

Date 01-22-2018

---

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.
Addendum Description

On-site Pre-Bid Conference will be held on Date: 1/23/18 Time: 11:00 a.m. Location: Adams County Detention Center – Ground Shop 1932 N. 19th Avenue, Brighton, CO 80601 THERE WILL BE NO PRE-BID AT 1:00PM TODAY.

Notice Modifications

Notice Information From Value To Value
No entries

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed
1. Adams County shall here by amend the IFB to correct the location of the work to the following:

   1.1. Location: Adams County Detention Center – Ground Shop / 1927 Bridge Street, Brighton, CO 80601

2. Adams County shall here by amend the IFB to strike and omit item 4.2: A representative of the Contractor must attend this mandatory conference in order to qualify to respond to this Agreement.

3. Adams County has included the pre-bid attendee list from Tuesday, January 23, 2018 (See Attached Below).

END OF ADDENDUM #1
LINEAR DRAINAGE

Z886 Perma-Trench

6" Perma-Trench Installation Instructions

1.855.ONE.ZURN | ZURN.COM
Perma-Trench® Drain Systems
Engineered Lightweight and Designed to Last

When your guys in the field say it’s handled, they’ll mean it. No equipment or heavy lifting. No extra crewmen stepping in to help out. And most importantly, no mishaps or hefty claims as a result from lugging around multiple, bulky parts.

We engineer our trench drain systems around the notion of making it more convenient for the contractor without any compromise in performance.

Just Takes Two
Reducing installation time is always our first consideration. When a job goes smoother, you save time and money. For the Perma-Trench, the solution comes down to its design. Our system is lightweight, stronger, and features the longest channels in the industry. Our 80-inch modular sections require less manpower to install and fewer joints than comparable models, leading to a cleaner installation that saves you money.

Secure and Protected
To easily set in place, the channels’ rebar clips allow for quick and simple height adjustment. Combination tie-down/leveling clips at 20-inch intervals help you clinch the perfect slope. Couple that with mechanical interlocking ends, and you have a system that’s effortless to carry, set, align, and level. The system also includes an optional debris cover to shield the trench during the process and prevent delays for cleanout.

Performance After Installation
Satisfying your project requirements shouldn’t sacrifice performance. Perma-Trench comes standard with a radiused bottom, which increases the low-volume flow rate and reduces sediment buildup. Depending on the jobsite, contractors can choose between a 0.75% channel slope or a neutral slope for installation flexibility. Its high density polyethylene construction is non porous and corrosion resistant, eliminating leaks, cracks, warping or failure from the elements. Multiple choices of grate materials, finishes, and load ratings meet all of your requirements and expectations.
Z886 Perma-Trench® Drain System
Engineering Specification

Zurn Z886 Channels are 80" [2032 mm] long, 6-1/4" [159 mm] wide reveal and have a 4" [102 mm] throat. Modular channel sections are made of 0% water absorptive high density polyethylene (HDPE). Channels have a positive mechanical connection between channel sections that will not separate during the installation and mechanically lock into the concrete surround a minimum of every 10" [254 mm]. Channels weigh less than 2.31 lb per linear foot [3.9 kg/m], have a smooth, 1-1/2" [38 mm] radiused self cleaning bottom with a Manning's coefficient of .009 and .75% or neutral 0% built-in slope. Channels come standard with rebar clips to secure trench in its final location. Channels also include DGC grates with lockdown bars (not intended for dynamic traffic loadings). Zurn 5-3/8" [137 mm] wide reveal ductile iron slotted grate, conforming to ASTM specification A536-84, grade B0-55-06. Ductile iron grate is rated Class C per the DIN EN1433 top load classifications. Supplied in 20" [508 mm] nominal lengths with 1/2" [13 mm] wide slots and 3/4" [19 mm] bearing depth. Grate has an open area of 28.3 sq in per ft [60,308 sq mm per meter].

Now, it's Covered.
Solving for our customers means continuously improving. After surveying real professionals and spending time in the field, we realized something was missing—a debris cover. The Zurn Debris Cover protects your trench drain system—saving you time and money later on from having to clean out the trench and making costly repairs.

Visit zurn.com to learn more.

ZURN INDUSTRIES, LLC Trench Drainage Operation
1801 Pittsburgh Avenue, Erie, PA 16502, 855-663-9875
In Canada: ZURN INDUSTRIES LIMITED 7500 Goreway Drive, Unit 10, Brampton, Ontario L6T 5W6, 905-465-8272
Form No. 200-058, 10/10
Z886 Accessories

6" [152MM] WIDE TRENCH DRAIN SYSTEM

Below are the components of the Z886 trench drain typical to an installation. Check your order to verify you have all components particular to your job before beginning your installation. Contact customer service at 855-ONE-ZURN should additional material be required.
DGC GRADE ENGINEERING SPECIFICATION: ZURN P6-DGC
20" [508mm] X 5-3/8" [137mm] Ductile Iron slotted grate weighing 4.5 lbs per linear foot [6.6kg/m]. The grate has an open area of 28.2 in² per linear foot [594cm²/m], DIN rating of C, ANSI rating of Heavy-Duty, H-20 load rated and ASTM A536 Grade 80-55-06.

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<tr>
<th>DGC - Slotted Grate</th>
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<tr>
<td>Material:</td>
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<td>Weight:</td>
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<td>ANSI Rating:</td>
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<td>Application:</td>
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<tr>
<td>Slot Width/Hole Size:</td>
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<td>ADA:</td>
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<td>H-20:</td>
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<tr>
<td>FAA:</td>
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</table>
Plan

Elevation

Notes:
Reinforcing: Box 6 x 6 10/10 Wire Mesh.
& Insert Cover- #5 @ Rebar 12" O.C.E.W. #5 Rebar Around Holes.
Weight: Box 8,000 lbs. & Insert Cover 3,300 lbs.
Lifting Plan: Box Use Utility Anchors (P-75).
& Insert Cover Use 3 Lifting Plates (FL111).
Monolithic Poured Floor. H-20 Loading.
2- 4"/3" High Pressure Boots On Standard Inlet & Outlet And 1- 2" High Pressure Boot On Standard Vent.
Baffle Height & Location Of Holes Are Per Local Code For Each Installation.
Installation Of Pipe Is Also According To Local Code.
Secondary Compartment Has Volume Equal to 1/3 Of Total Capacity.
5,000 P.S.I. Minimum Strength Envirocore Concrete.
We Produce A Green And Environmentally Friendly Product.

Copeland Enterprises Inc.
904 South Lipan
Denver, CO 80223

320 Gallon Grease Interceptor
Or Sand & Oil Interceptor
No Scale
Elevation

3"  24" Diameter  3"
30"

4" - 48"

Notes:
- Reinforced With 6 x 6 6/6 Wire Mesh.
- Centered In Wall With 1 1/2" Clearance On Top & Bottom.
- Weight: 270 lbs. Per Foot.
- Available In Any Size From 4" Through 48" tall Risers.
- Extensions With 3" Walls Are Rated For H-20 Loading, Low Impact,
  Which Includes Driveways & Parking Areas But Not Roadways.
- 5,000 P.S.I. Minimum Strength Envirocore Concrete.
- We Produce A Green And Environmentally Friendly Product.

Model # 1163

<table>
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<tr>
<th>Copeland Enterprises</th>
<th>24&quot; Traffic Duty Risers</th>
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<tr>
<td>Denver, CO 80223</td>
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</tbody>
</table>
ConSeal™ CS-102
Butyl Rubber Sealant

Butyl Rubber Sealant for All Precast Concrete Structures - Meets ASTM C-990

Applications
For concrete joints in: Manholes, Concrete Pipe, Vaults, Box Culverts, Septic Tanks, and Vertical Panel Structures. Not intended for use in expansion joints or joints that move.

Sealing Properties
- Provides permanently flexible watertight joints.
- Low to high temperature workability: 90°F to 120°F (-1°C to +48°C)
- Rugged service temperature: -30°F to +200°F (-34°C to +93°C)
- Excellent chemical and mechanical adhesion to clean dry surfaces.
- Greater cohesive and adhesive strengths.
- Sealed joints will not shrink, harden or oxidize upon aging.
- Controlled flow resistance for application ease.
- No priming normally necessary. When confronted with difficult installation conditions, such as wet concrete or temperatures below 40°F (4°C), priming the concrete will improve the bonding action. Consult Concrete Sealants for the proper primer to meet your application.

Hydrostatic Strength
ConSeal CS-102 meets the hydrostatic performance requirement as set forth in ASTM C-990 section 10.1 (Performance requirement: 10psi for 10 minutes in straight alignment – in plant, quality control test for joint materials.)

Specifications
ConSeal CS-102 meets or exceeds all of the requirements of Federal Specification SS-S-210 (210-A), AASHTO M-1988B, and ASTM C-990-91.

<table>
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<tr>
<th>Physical Properties</th>
<th>Spec</th>
<th>Required</th>
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<tr>
<td>Color</td>
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<tr>
<td>Black</td>
<td>ASTM D71</td>
<td>1.15-1.50</td>
<td>1.25</td>
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<td>Ductility, 77°F</td>
<td>ASTM D113</td>
<td>5.0 min.</td>
<td>10</td>
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<td>Penetration, cone 77°F (25°C), 150 gm, 5 sec.</td>
<td>ASTM D217</td>
<td>50-100 mm</td>
<td>55-60 mm</td>
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<td>Penetration, cone 32°F (0°C), 150 gm, 5 sec.</td>
<td>ASTM D217</td>
<td>40 mm min.</td>
<td>40-65 mm</td>
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<tr>
<td>Flash Point, C.O.C., °F</td>
<td>ASTM D92</td>
<td>350°F min.</td>
<td>450°F</td>
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<tr>
<td>Fire Point, C.O.C., °F</td>
<td>ASTM D92</td>
<td>375°F min.</td>
<td>475°F</td>
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</table>

Don't Just Seal It, ConSeal It!

Concrete Sealants, Inc. 9325 State Route 201  Tipp City, OH 45371  P.O. Box 176  New Carlisle, OH 45344
P. 937.845.8776  F. 937.845.3587  Toll Free 800.332.7325  www.conseal.com

© 2013 Concrete Sealants, Inc.
ConSeal™ CS-102
Butyl Rubber Sealant

Butyl Rubber Sealant for All Precast
Concrete Structures - Meets ASTM C-990

<table>
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<tr>
<th>Chemical Composition Description</th>
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</thead>
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<tr>
<td>Hydrocarbon plastic content % by weight</td>
<td>ASTM D297</td>
<td>50% min.</td>
<td>51%</td>
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<td>Inert mineral filler % by weight</td>
<td>AASHTO T111</td>
<td>30% min.</td>
<td>35%</td>
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<tr>
<td>Volatile Matter % by weight</td>
<td>ASTM D8</td>
<td>2% max.</td>
<td>1.2%</td>
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<tr>
<td>Non-extractable, carbon-based material</td>
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<td>12.8%</td>
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</table>

Recycled Content, % by weight
Post Consumer: 8.41%
Post Industrial: 10.85%

Immersion Testing
30-Day Immersion Testing: No visible deterioration when tested in 5% Caustic Potash, 5% Hydrochloric Acid, 5% Sulfuric Acid, and 5% saturated Hydrogen Sulfide.
One Year Immersion Testing: No visible deterioration when tested in 5% Formaldehyde, 5% Formic Acid, 5% Sulfuric Acid, 5% Hydrochloric Acid, 5% Sodium Hydroxide, 5% Hydrogen Sulfide, and 5% Potassium Hydroxide.

Limited Warranty
This information is presented in good faith, but we cannot anticipate all conditions under which this information and our products, or the products of other manufacturers in combination with our products, may be used. We accept no responsibility for results obtained by the application of this information or the safety and suitability of our products, either alone or in combination with other products. Users are advised to make their own tests to determine the safety and suitability of each such product or product combinations for their own purposes. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for this own particular use. We sell this product without warranty, and buyers and users assume all responsibility and liability for loss or damage arising from the handling and use of this product, whether used alone or in combination with other products.

Don't Just Seal It, ConSeal It!

Concrete Sealants, Inc. 9325 State Route 201  Tipp City, OH 45371  P.O. Box 176  New Carlisle, OH 45344
P. 937.845.8776  F. 937.845.3587  Toll Free 800.332.7325  www.conseal.com

© 2013 Concrete Sealants, Inc.
R-1470-EH
Manhole Frame, Solid Lid
Heavy Duty

Also available with 35 3/4" base flange (see R-1495-E).

R-1476-BH
Manhole Frame, Solid Lid
Heavy Duty
Furnished with two 1" anchor holes and two 1" wide anchor slots on a 30 3/4" bolt circle.

Also available with 35 3/4" base flange (see R-1495-E).
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<td>Sand / Oil Separation - Detail</td>
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<td>Drain Line Piping Vent Lines</td>
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<td>Backfill</td>
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<tr>
<td>Dowels / Rebar / Concrete Flatwork</td>
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# References

**Sand Oil Separator - Detention Center**  
2018.600

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<th>Project</th>
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<th>Project Manager</th>
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<tr>
<td>CDOT Sand/ 2000 Gal. Oil Interceptor &amp; Drainage Piping</td>
<td>Hartsel, CO</td>
<td>$24,173.00</td>
<td>Theresa Santangelo-Dreiling, CDOT</td>
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<td>303-512-5524</td>
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<td><a href="mailto:theresa.santangelo@state.co.us">theresa.santangelo@state.co.us</a></td>
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<td>Littleton Fire station No. 14 : Trench Drain (62 LF), 4&quot;/6&quot; Drain Line (100 LF), Modify Sand/Oil Separator</td>
<td>Littleton, CO</td>
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<td>Todd Ficken, PE, FDI International</td>
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<td>303-775-2629</td>
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<td><a href="mailto:todd@fdi-one.com">todd@fdi-one.com</a></td>
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<td>City of Aurora, Knight Trucking Access: 8&quot; Ductile Iron Pipe High Pressure water Line (200 LF) Fittings &amp; Manholes</td>
<td>Aurora, CO</td>
<td>$293,996.00</td>
<td>Jana Krell, City of Aurora</td>
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<td><a href="mailto:jkrell@aurora.gov.org">jkrell@aurora.gov.org</a></td>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2018

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PRODUCER
Commercial Risk Solutions 6500 E Hampden Ave Ste 200 Denver CO 80224

INSURED
Hallmark, Inc. 5085 Harlan Street Denver CO 80212

CONTACT
NAME: Scott Anderson, CIC
PHONE: (303) 996-7833
FAX: (303) 757-7719
E-MAIL: sanderson@crsdenver.com

INSURERS AFFORDING COVERAGE

INTER A: The Travelers Companies

INSURER B: 

INSURER C: 

INSURER D: 

INSURER E: 

INSURER F: 

COVERAGES

CERTIFICATE NUMBER: 1387542148

REVISION NUMBER:

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

All policy terms, conditions and exclusions apply.
Certificate Holder is included as additional insured for ongoing and completed operations on the General Liability and included as additional insured on the Auto Liability with respect to operations of the named insured for the certificate holder as required by written contract.

CERTIFICATE HOLDER

Adams County 4430 S Adams County Pkwy Ste C4000A Brighton CO 80601-8212 United States

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2018

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PRODUCER
Pinnacol Assurance
7501 E. Lowry Blvd.
Denver, CO 80230-7006

CONTACT NAME: PHONE (AG, NA, Ext): FAX (AG, NA): E-MAIL: ADDRESS:

INSURER(S) AFFORDING COVERAGE: NAIC #
INSURER A: Pinnacol Assurance 41190

INSURED
Hallmark Inc
5085 Havana St
Denver, CO 80212

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/EXCLUDED (Mandatory in NH)</td>
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<td>DESCRIPTION OF OPERATIONS below</td>
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<td>E/L EACH ACCIDENT $1,000,000</td>
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<td>E/L DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>E/L DISEASE - POLICY LIMIT $1,000,000</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required). Unless otherwise stated in the policy provisions, coverage is in Colorado only.

Excluded (if any): Theresa Lawrence, Christina Hall

CERTIFICATE HOLDER
1868734
Adams County
4430 S Adams County Pkwy Ste C4000A
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
AssuredPartners of Colorado, LLC -

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CERTIFICATE HOLDER COPY

Adams County
4430 S Adams County Pkwy Ste C4000A
Brighton, CO 80601

IMPORTANT
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER
The Certificate of Insurance on the reverse side of this form does not constitute a contract between the
issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it
affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)