ADAMS COUNTY
CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 14th day of March, 2017, 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, Palomar Modular Buildings LLC, 505 North I-35 E, Desoto, TX 75115 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:

2017.400JT Modular Training Facility

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 August 31, 2017.

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 one hundred twenty-eight thousand six hundred and twenty-nine dollars ($128,629.00).
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:

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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 elapse of the agreed 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 Sean Braden, who can be reached by phone at 720-523-6003. 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.
  Each Occurrence            $1,000,000
  General Aggregate          $2,000,000

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

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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:

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 Facility Operations  
Contact: Sean Braden  
Address: 4430 S. Adams County Parkway  
City, State, Zip: Brighton, Colorado  
Phone: 720.523.6003  
E-mail: sbraden@adcogov.org

Department: Adams County Purchasing  
Contact: Jen Tierney  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6049  
E-mail: jtierney@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: Palomar Modular Buildings LLC  
Contact: John Martin  
Address: 505 North I-35 E  
City, State, Zip: DeSoto, Texas 75115

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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
BOARD OF COUNTY COMMISSIONERS

[Signature] 03/14/17
Chair

Date

PALOMAR MODULAR BUILDINGS LLC

[Signature] 2-28-17
Signature

Z-28-17
Date

[Printed Name] President
Printed Name
Title

ATTEST:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney’s Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF [Dallas]
STATE OF [Texas] SS.

Signed and sworn to before me this 28 day of February 2017.

by [Signed Name]

[Notary Public]

My commission expires on: 4/5/2020

AMANDA CULPEPPER
Notary Public, State of Texas
Comm. Expires 04-05-2020
Notary ID 126413399

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2017.400 Modular Training Facility
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:

__________________________________________  _______________________
Company Name                                                                 Date

__________________________________________
Name (Print or Type)

__________________________________________
Signature

__________________________________________
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
2017.400

Modular Training Facility

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: December 28, 2016

QUESTIONS
Written questions will be accepted through January 5, 2017
Questions must be submitted by email to:
jtiereny@adcgov.org
An Addendum to answer submitted questions will be issued no later than January 9, 2017

BID OPENING
Date: January 17, 2017
Time: 2:00 p.m.
Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, Colorado 80601

ADAMS COUNTY
COLORADO
GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for a Modular Training Facility.

2. All documents related to this BID will be posted on the Rocky Mountain Bid System at: http://www.bidnetdirect.com/colorado/solicitations/open-bids
   2.1. Contractors must register with this service to receive these documents.
   2.2. This service is offered free or with an annual fee for automatic notification services.

3. Written questions may be submitted through January 5, 2017. All questions are to be submitted to Jennifer Tierney, Contract Administrator by email at jtierney@adcogov.org.

4. An Addendum to answer submitted questions will be issued no later than January 9, 2017.

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 January 17, 2017.
   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 Company Name, Bid Number and Project Title.
   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. Three (3) copies: 1 paper original, 1 paper copy and 1 CD (PDF) of the bid are required. If brochures or other supportive documents are requested, then it is required that xxx sets be submitted 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 and Modular Training Facility.

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. Bonding- Bid 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. You may submit your bond on the standard AIA form.

7.16. 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. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:
11.1. **Commercial General Liability Insurance**: to include products liability, completed operations, contractual, broad form property damage and personal injury.
   11.1.1. Each Occurrence $1,000,000
   11.1.2. General Aggregate $2,000,000

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

11.3. **Workers' Compensation Insurance**: Per Colorado Statutes

11.4. **Professional Liability Insurance**: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
   11.4.1. Each Occurrence $1,000,000
   11.4.2. 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.

11.5. 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:
   11.5.1. 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.
   11.5.2. 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.
   11.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

11.6. 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.

11.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
11.8. 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.

11.9. 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.

11.10. 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.

11.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.

11.12. 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.

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

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

12.6. If 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.

12.7. 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).

12.8. 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.
SPECIFICATIONS

Project Intent:
The Flat Rock Training Center is a regional training facility for law enforcement and supports dozens of cadets each season. The growth of the training and cadet programs have pushed the facility beyond its current capacity where additional training space is needed to accommodate demand. The intent of the project is to provide a complete and operational “dry” training facility to support additional cadet and classroom style training for the Adams County Sheriff’s Office.

Project Requirements:
1. Facility shall be nominally 40’ x 60’ facility (actual may vary depending on manufacturer and installation). Estimated to be 3 units (14’x 60’ each) combined into a single facility.
2. Interior requirements include:
   a. One Large Training Area to be 40’ x 40’
   b. Two Smaller Conference Rooms (one to be used as a ‘locker room’)
   c. No restrooms
   d. Prewired with data and electricity.
   e. Connection of utilities will be provided by Owner or Owner’s subcontractors. Collaboration and coordination with those entities will be required.
3. Concept drawing and description are attached for reference as Exhibit A.
4. Intent is to “drop” the modular units so that finished floor is flush with grade and therefore eliminate the need to provide ramps/stairs for access to the new building. Porches and/or similar entrance landings are still required for compliance with applicable ADA and code.
5. Construction materials, quality, and installation shall meet all code requirements.
   a. Vendor shall provide all construction drawings of the facility necessary to coordinate with the County’s architect / engineer(s) and be suitable for building permit.
   b. County’s architect / engineer will submit documentation, based on the drawings provided by the Vendor, for planning approval(s) and building permits. The Vendor’s drawings may be required to be signed and sealed, which shall be at no additional cost to the County.
   c. Vendor shall apply for and obtain all state tags/permits for the modular units.
6. Heat shall be electricity based system. Gas service will not be provided to the modulars.
7. Water and sewer will not be provided to the modulars.
8. Vendor shall build, deliver, install, anchor and set up the facility for a complete, ready to use operation. These costs shall be included in the bid pricing.
9. Furniture and IT/AV Equipment is to be provided by the County.

Project Specifications:
1. General:
a. It is the intent to provide manufacturer’s standard construction, materials, and installation, with intent to provide high quality, low maintenance items. The following specifications are intended to be desired minimums, with deviations noted by the Vendor as part of the bid and/or prior to final ordering.

2. Exterior construction:
   a. Minimum 2x6 stud framed walls, insulated to meet the energy code.
   b. Exterior finish shall be wood siding over appropriate underlayments and moisture protection in compliance with the Adams County Zoning Ordinance and building code. Wood siding (such as T1-11 or better) shall be painted a neutral color to match the exterior of the existing building. Color selection shall be by Owner.
   c. Windows shall be vinyl or better quality, energy star or similar rated for thermal capabilities (insulated glazing). Any operable windows shall be provided with screens. All windows shall be minimum 4’ high by 3’ wide. Head of window shall match door heads (either 6’8” or 7’0”).
   d. Exterior doors shall be a minimum 3’-0” wide by 6’8” minimum tall, steel insulated door with exterior light (approx. 12” x 12”).
   e. Gutters and downspouts shall be provided, at least 4” x 2 ½” box style with support straps. Color shall match the drip edge for the roofing.
   f. Roof shall be asphalt shingle, minimum 20 year life on appropriate underlayments. Roof shall be appropriate pitch/design to properly shed/drain water. Design anticipated for single direction gable roof. Color to be neutral (gray) from which Owner will select from available colors. Flashings, sheet metals, and trim elements shall all be the same color family, also selected by Owner from available standard options.

3. Interior Construction:
   a. Finished flooring shall be vinyl tile and base
   b. Walls shall be gypsum board, preferably vinyl coated with seamed joints
   c. T-grid ceiling with ACP tiles (2’x2’ or 2’x4’ are acceptable). Ceiling height shall be 8’-0”+
   d. Horizontal blinds at all windows
   e. Color selections shall be from manufacturer’s standard offerings, but selected by Owner.

4. MEP:
   a. Provide appropriate furnace/utility room with locking door.
   b. HVAC shall be electric heat / air conditioned spaces with equipment appropriately sized for the occupant load and activity level. Distribution shall be ducted where/when possible. No gas service will be available.
   c. County will provide data/phone hook up to the modular facility. Data (Cat6 cabling) ports shall be prewired in the modular unit at:
      i. Two wall locations in the conference room (opposite walls)
      ii. One ceiling location (for projector) in the conference room
      iii. Four locations in the large training room (all four main walls)
      iv. Three ceiling locations in the (one projector, two WAPs) in the large training room
d. Power outlets shall be provided as:
   i. One convenience outlet on each major wall (minimum). Three (3) minimum per wall in large training room.

e. Lighting shall be typical 2’ x 2’ or 2’ x 4’ fixtures, minimum of fluorescent with LED preferred. Switching shall be provided at doorways into/out of each space.

5. Set-up:
   a. Manufacturer is to provide all delivery, installation, blocking and anchoring, skirting for all exposed, and porch/landing materials. Provide complete connection system and all seam caps/cover to ensure a watertight, operational building.
   b. Skirting shall be installed on all exposed sides (assume one long length minimum as building is dropped in grade). Materials shall be wood siding painted to match the building, with at least two (2) access panels, and all venting required.

6. Please list out your payment requirements.

7. List out the timeline for drawings and completion.
Submittal Checklist

☐ Bid Response
☐ W-9
☐ Contractor's Certification of Compliance
☐ Contractor's Statement
☐ Payment Terms
☐ Timeline
☐ References
☐ 2 paper copy(ies)
☐ One CD of submitted proposal in a single PDF document
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:

________________________________________  _____________
Company Name                                          Date

_____________________________________
Name (Print or Type)

_____________________________________
Signature

_____________________________________
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.
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.

$ ____________________________

Written Amount

Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____________________ Addenda # _____________________

If None, Please write NONE.

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EXHIBIT A

SAMPLE OF ADAMS COUNTY CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this ______ day of ________, 2016, 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, Winner123, located at Address123, 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:

   Invitation for Bid:

1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, 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 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.
EXHIBIT A

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
EXHIBIT A

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. The work to be performed under this Agreement shall be for XXX

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 ($).

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 proper
the 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:
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* plus 300 per each additional $1,000,000 contract amount or part thereof over $10,000,000

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 elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

7. WARRANTY

7.1. 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.

8. SUBCONTRACTING

8.1. 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.
9. **CHANGE ORDERS OR EXTENSIONS**

9.1. 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 Invitation to Bid, 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.

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

10. **INSPECTIONS, REVIEWS AND AUDITS**

10.1. 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:
   10.1.1. Work to be completed, if any; and,
   10.1.2. Work not in compliance with the Agreement, if any; and,
   10.1.3. Unsatisfactory work for any reason, if any.

10.2. 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.

11. **CLEAN-UP**

11.1. 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.

12. **PROJECT ADMINISTRATION**

12.1. The Project Manager for this Agreement shall be PROJECT MANAGER, who can be reached by phone at 720-523-XXXX. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

12.2. 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
EXHIBIT A

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.

12.3. 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.

12.4. 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.

13. NONDISCRIMINATION

13.1. 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.

13.1.1. 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.

14. INDEPENDENT CONTRACTOR

14.1. 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.
EXHIBIT A

15. INDEMNIFICATION

15.1. 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.

16. INSURANCE

16.1. 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.

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

16.1.2. 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

16.1.3. Workers’ Compensation Insurance: Per Colorado Statutes

16.1.4. 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.

16.2. 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:

16.2.1. 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.
EXHIBIT A

16.2.2. 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.

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

16.3. 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.

16.4. 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.

17. TERMINATION

17.1. 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.

17.2. 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.

17.3. 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.
EXHIBIT A

17.4. 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.

18. BONDING:

18.1. 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.

19. MUTUAL UNDERSTANDINGS

19.1. 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.

19.2. 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, 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.

19.3. 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.

19.4. 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.

19.5. 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.

19.6. 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.

4508419 Revised 4/28/15
EXHIBIT A

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

Department: Adams County (department name)
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
E-mail:

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

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

19.8. **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.

19.9. **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.

19.10. **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.
EXHIBIT A

19.11. **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.
EXHIBIT A

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

Board of County Commissioners

__________________________
Chairperson

Date

Winner123

__________________________
Signature

Date

__________________________
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 __________________________

STATE OF __________________________ )SS.

Signed and sworn to before me this ___ day of __________________________, 2016,

by __________________________________.

__________________________
Notary Public

"My commission expires on: __________________________"
EXHIBIT A

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:

________________________________________  __________________________
Company Name                                               Date

________________________________________
Name (Print or Type)

________________________________________
Signature

________________________________________
Title

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

One Hundred twenty eight thousand six hundred and twenty nine  $ 128,629.00
Written Amount    Dollars
Please see attached sheet for optional pricing

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

<table>
<thead>
<tr>
<th>Addenda # One</th>
<th>Addenda # Two</th>
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If None, Please write NONE.

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<tr>
<th>Palomar Modular Buildings LLC</th>
<th>January 18, 2017</th>
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<tr>
<td>Company Name</td>
<td>Date</td>
</tr>
<tr>
<td>505 North I-35 E</td>
<td></td>
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<tr>
<td>Address</td>
<td>Signature</td>
</tr>
<tr>
<td>DeSoto, Texas 75115</td>
<td>John Martin</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Dallas</td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>President</td>
</tr>
<tr>
<td>469.727.0727</td>
<td>469.727.0728</td>
</tr>
<tr>
<td>Telephone</td>
<td>Fax</td>
</tr>
</tbody>
</table>
jmartin@palomarmodular.com   | Email Address    |
Palomar Modular Buildings, LLC

Business name/registered entity name, if different from above

Check appropriate box, for federal tax classification, check only one of the following seven boxes:

☐ Individual/sole proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company
☐ Other (specify below)

Note: For a single-member LLC that is disregarded, do not check LLC box. Check the appropriate box in the line above for the tax classification of the single member owner.

Or, if the entity is a partnership, limited liability company, or disregarded entity, check the box above for the tax classification of the single member owner.

Address (Number, street, and city, state, and ZIP code)

DeSoto, TX 75115

Social security number

Or

Employer identification number

Certification

Under penalties of perjury, I certify that:

1. The number on this form is my correct taxpayer identification number or (if I am waiting for a number to be issued to me).
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.
3. I am a U.S. citizen or holder of a U.S. passport (if any) indicating that I am exempt from FATCA reporting.

FATCA certification

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 line 4 for guidance on whose TIN to enter.

Sign Here

Date

Form W-9 (Rev. 12-2016)

Cat. No. 10231X

Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Palomar Modular Buildings LLC

Company Name

January 18, 2017

Date

John Martin

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 IFB 2017.400 JT, Modular Training Facility  
Payment terms, Optional pricing, clarifications

Palomar's payment terms are: Net 30

There is no additional charge or deduction for above grade set. Add the deck, step and ramp option you want.

$600.00 Utility room  
$2,814.00 Led lights in lui to T-8 with electronic ballasts  
$10,200.00 Wood deck, step and ramp  
$16,200.00 Aluminum deck, step and ramp

Closets for split system HVAC are included in base price.  
Base price includes pad on grade foundation/set, no below grade footings of any kind are included.
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<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Predecessors</th>
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<td>2</td>
<td>FINALIZE FLOOR PLAN</td>
<td>3 days</td>
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<td>10 days</td>
<td>Wed 2/22/17</td>
<td>Tue 3/7/17</td>
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<td>9</td>
<td>DELIVER BUILDINGS</td>
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<td>Mon 5/1/17</td>
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Project: ADAMS OPPUNITY TRAINING
Date: Wed 1/18/17

Task Split
Progress

Milestone ◆
External Tasks

External Milestone ◆
Deadline ☑
Adams County IFB 2017.400 JT, Modular Training Facility
References

Adams 12 Five Star School
Theresa Wieck
720.972.4291
Theresa.wieck@adams12.org
Built and delivered and set two double classroom buildings and two four classroom buildings

Weld County School District #6
Scott Francies
970.348.6151
sfrancies@greeleyschools.org
Built, delivered and installed a four classroom building

Colorado Springs School District # 11
Mary Young
719.477.6074
Mary.young@d11.org
Built, delivered and set a double classroom building

Poudre School District
Jerel Nielsen
jnielsen@psdschools.org
970.490.3554
Built, delivered and set four double classroom buildings

Katy ISD
Mark Tiedt
281.396.2331
marktiedt@katisd.org
Built, delivered and installed thirty eight double classroom buildings
<table>
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<tr>
<th>CUSTOMER</th>
<th>ADAMS COUNTY TRAINING FACILITY, IFB 2017.400 JT</th>
<th>LAYOUT</th>
<th>42' X 60 NOMINAL</th>
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<tr>
<td>DESTINATION</td>
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<td>SIZE</td>
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<td>BUILDING TYPE</td>
<td>OFFICE / TRAINING</td>
<td># OF MODS</td>
<td>3</td>
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<td>REVISION #</td>
<td>0</td>
<td>CODES</td>
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<td>BUSINESS V-B</td>
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**FOUNDRATION**
PAD ON GRADE, HOLLOW CMU BLOCKS ABOVE ABS PAD

**FRAME TYPE**
OUTRIGGER SIZED TO MEET DESIGN CRITERIA

**RUNNING GEAR**
TIRES AND AXLES RETURN TO PBM. HITCH REMOVED AND STORED UNDER UNIT, IF BUILDING IS SET LOWER THAT 34" AFG HITCH TO BE LEFT OUTSIDE BUILDING.

**WOOD JOISTS**
2X10 SYL @ 16 OC

**INSULATION**
R-30 FIBERGLASS UNFACED

**DECKING**
3/4" ADVANTECH

**MOISTURE PROTECTION**
FRAMING FOR BELLY BOARD (PERIMETER FRAMES)

**FLOOR COVERING #3**
2461 SF 12 IN COMMERCIAL VINYL TILE

**COVE BASE**
4 IN VINYL

**WOOD STUDS**
2X6 @ 16 OC WITH DOUBLE TOP AND SINGLE BOTTOM PLATES

**INSULATION**
R-21 UNFACED

**EXTERIOR SHEATHING**
7/16" OSB

**MOISTURE CONTROL**
BUILDING WRAP

**EXTERIOR SIDING**
3/8" SMART PANEL - 2 COATS OF LATEX, CEDAR, 6" GROOVES

**VINYL GYP WALL FINISH**
5/8" VINYL COVERED GYP (VENETIAN FROST)

**WOOD STUDS**
2X4 @ 16 OC WITH DOUBLE TOP AND SINGLE BOTTOM PLATES

**INSULATION**
R-11 UNFACED

**VCG WALL FINISH**
5/8" VINYL COVERED GYP (VENETIAN FROST)

**TYPE**
WOOD WITH LAMINATED PLYWOOD MATE BEAMS

**STD. WOOD RAFTERS**
2X12 @ 16 OC

**INSULATION**
INSULATION R-38, UNFACED

**DECKING**
5/8" OSB FRC (EPDM)

**EPDM ROOF COVERING**
45 MIL WHITE EPDM WADHESIVE

**CEILING**
2X4 SUSPENDED CEILING, USG RADAR TILE, 15/16 GRID

**EXTERIOR STEEL DOORS**
(2) 3-0 / 6-8 STEEL DOOR, KNOCK DOWN FRAME, CLOSER, PAINTED 19/16

**INTERIOR DOORS**
(2) 3-0 / 6-8 PRE FINISHED SOLID CORE WOOD DOOR / 18GA "TIMELY" KNOCK DOWN STEEL FRAME

**DOOR GLAZING**
(2) DOOR GLASS

**EXT DOOR HARDWARE**
(2) PBM STANDARD LEVER/PANIC GRADE 2

**INT DOOR HARDWARE**
(2) LEVER-LOCK SET GRADE 2 PBM STANDARD

**DOOR STOP**
FLOOR MOUNTED

**EXTERIOR WINDOWS**
(5) 3-0 / 4-0 DUAL PANE, LOW E, CLEAR GLAZING, SINGLE HUNG WHITE VINYL (SERIES 200)

**BLINDS**
(5 EA.) 1" METAL MINI BLINDS

**CONDUIT**
NON-METALLIC TUBING (ENT)

**RECEPTACLES**
DUPLEX RECEPTACLES, 20 AMP, UNBREAKABLE COVERS

**EXTERIOR RECEPTACLE**
(2 EA) CONVENIENCE DUPLEX WITH COVER

**DEDICATED RECEPTACLES**
AS REQUIRED

**DEDICATED RECEPTACLES**
60A W/DISC. AT UNIT (HVAC CONNECTIONS)

**PANELS**
(1) 100A-200A, 10KAIC, 1P, CLIP BREAKERS

**ROOM LIGHTING**
FLUOR. (T-3), 4-TUBE, PRISMATIC

**EMERGENCY LIGHTS**
(1) EMERGENCY - 2 BULB (INCANDESCENT WITH REMOTE HEAD)

**EXIT LIGHTS**
(2) EXIT LIGHTS, LED W/BATTERY BU

**SPECIAL LIGHTING**
(2) EXTERIOR PORCH, COMPACT FLUOR. AT EACH EXIT

**EMPTY BOX & CONDUITS**
(10) STUBBED TO CEILING, 3/4"
<table>
<thead>
<tr>
<th>HVAC</th>
<th>(2) SPLIT SYSTEMS, UPPFLOW ELECTRIC FURNACE WITH AIR CONDITIONING COIL AND CONDENSOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPLY AIR</td>
<td>DUCTED</td>
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<tr>
<td>DUCTING</td>
<td>CLASS 1 FIBERGLASS THROUGHOUT</td>
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<tr>
<td>RETURN AIR</td>
<td>AT RETURN, JUMP DUCTS AS REQUIRED</td>
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<tr>
<td>THERMOSTATS</td>
<td>7 DAY PROGRAMABLE WITH OCCUPANT OVERIDE</td>
</tr>
<tr>
<td>DIFFUSERS</td>
<td>(8) ADJUSTABLE DIFFUSERS</td>
</tr>
<tr>
<td>FILTER</td>
<td>AT UNIT</td>
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<tr>
<td>UPGRADES</td>
<td>(2) HVAC CLOSET, INCL. PLATFORM &amp; DOOR</td>
</tr>
</tbody>
</table>

| CLOSE UP             | (3 EA. MOD) CLOSE-UP PLASTIC FOR SKIRTING OR BELLY BAND                               |
| SKIRT FRAMING        | (607 SF) PRESSURE TREATED WOOD FRAMING (38" HT)                                       |
| SKIRTING             | (606 SF) 3/8" SMART PANEL - 2 COATS OF LATEX, CEDAR, 8" GROOVES                       |
| SET UP               | (19 EA. ANCHOR) ANCHORS, AUSER, STRAPS, CLIPS                                         |
| SET UP               | (67 EA. PIER) 2" X 8" PT SHIMS & OAK WEDGES                                          |

DELIVERY, SET AND SKIRT

ALL MATERIALS AND EQUIPMENT PROVIDED FOR THE CONSTRUCTION OF THIS PROPOSED PROJECT WILL BE OF TYPICAL QUALITY AND DURABILITY FOR SIMILAR TYPES OF CONSTRUCTION. ANY MATERIALS LISTED WITH SPECIFIC NAME BRANDS MAY BE SUBSTITUTED FOR OTHER BRANDS OF COMPARABLE QUALITY.

PALOMAR MODULAR BUILDINGS (PMB) MANAGEMENT'S PROPOSAL IS BASED ON THESE WRITTEN SPECIFICATIONS AND STATEMENT OF WORK PROVIDED

CUSTOMER IS RESPONSIBLE FOR ALL PERMITS INCLUDING BUILDING PERMITS, LICENSING COSTS AND IMPACT FEES. PMB WILL BE RESPONSIBLE FOR ALL PERMITS REQUIRED FOR TRANSPORTATION OF THE MODULES OVER THE ROAD

BUILDING FOOTPRINT NEEDS TO BE WITHIN 12" OF LEVEL IN A 60' SPAN

CUSTOMER WILL PROVIDE AN APPROPRIATE GRADED AND COMPACTED SITE AS REQUIRED FOR THE SETTING OF THE MODULAR BUILDING. IT IS ASSUMED THAT THE MODULAR BUILDING WILL BE SET ABOVE GRADE. PMB WILL UTILIZE ABS PADS AND STACKED CMU BLOCK PIER TO SET THE BUILDING ON GRADE.

FINISHED FLOOR WILL BE BETWEEN 34" AND 38" ABOVE GRADE

CUSTOMER WILL PROVIDE SITE ACCESSIBILITY FOR STANDARD MODULAR INDUSTRY DELIVERY AND INSTALLATION VEHICLES

PRICES ARE VALID FOR 30 DAYS.

THE BUILDING WILL BE BUILT IN COMPLIANCE WITH THE INTERNATIONAL BUILDING CODE, AMERICANS WITH DISABILITIES ACT, AND THE NATIONAL ELECTRIC CODE. THE BUILDING WILL BE ENGINEERED TO MEET LOCAL FLOOR AND ROOF LOAD REQUIREMENTS AND WILL HAVE ELECTRICAL, HEATING AND COOLING LOADS SIZED IN ACCORDANCE WITH NEC AND IBC CODES. COST TO COMPLY WITH LOCAL CODES BEYOND THE ATTACHED FLOOR PLAN AND SPECIFICATIONS IS THE RESPONSIBILITY OF THE OWNER.

CUSTOMER WILL MAKE SITE ACCESSIBLE FOR MODULAR INDUSTRY DELIVERY VEHICLES WHEN PMB IS READY TO DELIVER MODULAR SECTIONS.

IF SITE IS NOT READY IN TIME FOR DELIVERY OF MODULES, CUSTOMER AGREES TO REIMBURSE PMB FOR TEMPORARY STORAGE, STAGING AND/OR DAMAGES WHILE MODULES ARE STORED.

PMB WILL MANUFACTURE ALL MODULES IN ACCORDANCE WITH STATE AND CUSTOMER APPROVED DRAWINGS

PMB WILL TRUCK SET ALL MODULAR BUILDINGS ON THE PAD IN ACCORDANCE WITH A MUTUALLY AGREED SITE PLAN

PMB WILL MAKE FINAL MODULAR MATE LINE STRUCTURAL CONNECTIONS AND FINISHES INCLUDING ELECTRICAL AND HVAC CROSSOVERS PROVIDED BY PMB IN THE FIELD

PMB WILL PROVIDE AND INSTALL PRESSURE TREATED WOOD FRAMING WITH SIDING TO MATCH EXTERIOR OF BUILDING INCLUDING VENTILATION & SKIRT PANEL ACCESS

ROOF SLOPE WILL BE A TRANSVERSE RIDGE TO ACCOMMODATE MODULAR CONSTRUCTION METHODS

CUSTOMER WILL PROVIDE APPROPRIATE AND CURRENT GEOTECHNICAL INFORMATION AS REQUIRED FOR FOUNDATION LAYOUT, NO FOUNDATION DESIGN IS INCLUDED

PMB WILL PROVIDE STANDARD MODULAR STATE APPROVALS AND ENGINEERING (IF STATE HAS A MODULAR BUILDING PROGRAM)
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>PMB STANDARD GENERAL LIABILITY UNTIL PMB’ WORK IS COMPLETE.</td>
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<tr>
<td>STANDARD PMB WARRANTY INFORMATION PROVIDED AT THE COMPLETION OF THE</td>
<td></td>
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<tr>
<td>PROJECT.</td>
<td></td>
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<tr>
<td>STANDARD PMB TECHNICAL INPUT (SUBMITTAL PACKAGE) PROVIDED FOR CUSTOMER</td>
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<tr>
<td>REVIEW AND APPROVAL.</td>
<td></td>
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<tr>
<td>ALL UTILITIES, SITE WORK, SITE PREPARATION, ACCESS FOR MODULAR</td>
<td>UNITS, HAULING ROADS OR CRANES ACCESS ROADS</td>
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<tr>
<td>ADA ACCESSIBILITY</td>
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<tr>
<td>BELOW GRADE FOOTERS</td>
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<tr>
<td>FOUNDATION DESIGN</td>
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<tr>
<td>ANY AND ALL WORK NOT ASSOCIATED WITH THE MODULAR BUILDING</td>
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<tr>
<td>FINAL CONNECTION OF ALL UTILITIES</td>
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<tr>
<td>MANIFOLDING OF WASTE LINES UNDER BUILDING IF BUILDING HAS PLUMBING</td>
<td></td>
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<tr>
<td>FURNITURE, FIXTURES OR EQUIPMENT</td>
<td></td>
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<tr>
<td>CARD ACCESS READERS</td>
<td></td>
</tr>
<tr>
<td>LOW VOLTAGE WIRING INCLUDING, FIRE ALARM, PHONE, DATA, COAXIAL,</td>
<td>MASS NOTIFICATION, PA SYSTEM, CCTV, SECURITY, ETC.</td>
</tr>
<tr>
<td>BUILDERS RISK INSURANCE</td>
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<tr>
<td>ANY HORIZONTAL CONDUIT FOR LOW VOLTAGE WIRING</td>
<td></td>
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<tr>
<td>FIRE SUPPRESSION OR FIRE ALARM SYSTEMS</td>
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<tr>
<td>DUMPSTER, PMB WILL PLACE TRASH AND CONSTRUCTION DEBRIS IN A CLOSE</td>
<td>RECEPTACLE TO THE BUILDING WHICH IS PROVIDED BY THE CUSTOMER</td>
</tr>
<tr>
<td>PORT-A-POTTY</td>
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<tr>
<td>TEMPORARY ELECTRIC</td>
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<td>TEST AND BALANCE OF THE HVAC SYSTEM</td>
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<td>CRANES, MAN LIFTS OR FORKLIFTS</td>
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<td>SIGNAGE</td>
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<td>SURVEYING</td>
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<td>STAKING OF THE SITE TO SHOW WHERE BUILDING IS GOING.</td>
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<td>CLEANING OF ANY KIND BEYOND BROOM SWEEP</td>
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<td>TAXES OF ANY KIND AND BONDING</td>
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<td>LOCAL ZONING AND DEED RESTRICTIONS</td>
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<tr>
<td>PERMITS INCLUDING BUT NOT LIMITED TO BUILDING PERMITS, LICENSING</td>
<td>COSTS AND IMPACT FEES.</td>
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<tr>
<td>PRESSURE TREATED WOOD OR METAL DECKS, STEP AND RAMPS PER ADA</td>
<td>REQUIREMENTS LISTED AS OPTIONAL</td>
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<tr>
<td>REQUIREMENTS LISTED AS OPTIONAL</td>
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<tr>
<td>GUTTERS, DOWNSPOUTS AND SPLASH BLOCKS</td>
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<td>CANOPIES</td>
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<tr>
<td>ASPHALT OR CONCRETE PARKING LOT, INCLUDING DRIVES, ENTRIES, CURBS,</td>
<td>SIGNAGE, ETC. AS OR IF REQUIRED</td>
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<tr>
<td>STEPS AND EQUIPMENT PADS</td>
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<tr>
<td>REINFORCED CONCRETE FOR SIDE WALKS, ROADS, RAMPS, STOOPS, DECKS,</td>
<td>STEPS AND EQUIPMENT PADS</td>
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<tr>
<td>STEPS AND EQUIPMENT PADS</td>
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</table>
**ACORD**
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 INSURING 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:** Ward & Moore Ins Services LP  
12700 Park Central Drive  
Suite 1440  
Dallas, TX 75251

**CONTACT NAME:** Tracie Gafford  
**PHONE:** 214 221-8300  
**FAX:** 214 221-8304  
**EMAIL:** tgafford@ward-moore.com

**INSURED:** Palomar Modular Buildings, LLC  
P.O. Box 909  
De Soto, TX 75123

**INSURER A:** The Cincinnati Insurance Company  
**INSURER B:** Texas Mutual Ins Co  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**COVERAGES**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td></td>
<td>RETENTION 50</td>
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</tbody>
</table>

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

Additional Insured endorsement for General Liability & Auto Liability attached.

Waiver of Subrogation endorsement for General Liability, Auto Liability & Workers’ Compensation attached.

30 Day Notice of Cancellation endorsement for all policies attached.

General Liability Primary & Non-Contributory endorsement attached.

Umbrella is follow form of underlying General Liability, Auto Liability & Workers Comp.

**CERTIFICATE HOLDER**

Adams County Colorado  
4430 South Adams County Parkway  
4th Floor 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**

[Signature]

© 1988-2014 ACORD CORPORATION. All rights reserved.
This page has been left blank intentionally.
Blanket 30 Day Notice of Cancellation for General Liability & Auto Liability
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SCHEDULE

Name and mailing address of person(s) or organization(s):
1. FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT THAT WAS EXECUTED ON OR AFTER
THE EARLIER OF THE FOLLOWING DATES: A. THE EFFECTIVE DATE OF THIS POLICY, OR B.
THE EFFECTIVE DATE OF THE ORIGINAL POLICY OF WHICH THIS POLICY IS A RENEWAL OR
REPLACEMENT, AND 2. FOR WHOM YOU ARE REQUIRED IN THAT SAME WRITTEN CONTRACT AS
REFERRED TO IN 1. ABOVE TO PROVIDE CANCELLATION NOTICE.

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of
premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice
at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown
in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of
notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.
This endorsement changes the policy. Please read it carefully.

Contractors' Commercial General Liability
Broadened Endorsement

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

A. Endorsement - Table of Contents:

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<td>3. Damage to Premises Rented to You</td>
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<td>7. 180 Day Coverage for Newly Formed or Acquired Organizations</td>
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<td>8. Waiver of Subrogation</td>
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<tr>
<td>9. Automatic Additional Insured - Specified Relationships: Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations</td>
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<tr>
<td>10. Broadened Contractual Liability - Work Within 50' of Railroad Property</td>
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<td>11. Property Damage to Borrowed Equipment</td>
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<td>12. Employees as Insured - Specified Health Care Services: Nurses; Emergency Medical Technicians; and Paramedics</td>
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<td>13. Broadened Notice of Occurrence</td>
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</table>

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

   Each Employee Limit: $1,000,000
   Aggregate Limit: $3,000,000
   Deductible: $1,000

3. Damage to Premises Rented to You

   The lesser of:
   a. The Each Occurrence Limit shown in the Declarations; or
   b. $500,000 unless otherwise stated

4. Supplementary Payments

   a. Bail bonds: $1,000
   b. Loss of earnings: $350

5. Medical Payments

   Medical Expense Limit: $10,000
b. Deductible Clause

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each occurrence which are in excess of the deductible amount stated in Section B, Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or suit irrespective of the amount.

(3) We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph (a) of Paragraph 4, is hereby deleted and replaced by the following:

a. Insurance 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.

9. Automatic Additional Insured: Specified Relationships

a. The following is hereby added to SECTION II - WHO IS AN INSURED:

(1) Any person or organization described in Paragraph 9. (2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an occurrence or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of this endorsement and added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement:

a. The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9. (1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1) Any occurrence which takes place after
you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insured solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b) Any express warranty unauthorized by you;

c) Any physical or chemical change in the product made intentionally by the vendor;

d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

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

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

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-
companying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

2) The construction, erection, or removal of elevators; or

3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of your work performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of the endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

(a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) Defects in design furnished by or on behalf
of the additional insured; or

2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

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

b) Supervisory, inspection, architectural or engineering activities.

3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is hereby amended as follows:

1) Condition 5. Other Insurance is amended to include:

(a) Where required by a written contract or agreement, this insurance is "primary and noncontributory" to all other insurance applicable to the "your work" and the additional insured.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition 11. Conformance to Specific Written Contract or Agreement is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the addi-
tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph 1.f.1 of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion j. Damage to Property of Paragraph 2. Exclusions of SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

a. Nurses;

b. Emergency Medical Technicians; or

c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-
TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

1. How, when and where the "occurrence" or offense took place;

2. The names and addresses of any injured persons and witnesses; and

3. The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Endorsement Effective: 05/24/2016</th>
<th>Policy Number: EPA0142788</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured: Palomar Modular Buildings, LLC</td>
<td></td>
</tr>
<tr>
<td>Countersigned by:</td>
<td></td>
</tr>
</tbody>
</table>

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".
Auto Waiver of Subrogation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION - AUTO**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
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</tr>
<tr>
<td>Countersigned by:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **Blanket Waiver of Subrogation**

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

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

AA 4172 09 09
Texas Mutual Insurance Company

WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured Copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 05/24/2016 at 12:01 a.m. standard time, forms a part of:

Policy No. 0001238045 of Texas Mutual Insurance Company effective on 05/24/2016

Issued to: PALOMAR MODULAR BUILDINGS LLC

Authorized Representative

Premium: $8,809.00
NCCI Carrier Code: 29939

05/12/2016

PO Box 12058, Austin, TX 78711-2058
(800) 859-5995 | Fax (900) 359-0650 | texasmutual.com

WC 42 03 04 B
1 of 1
TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 05/24/2016 at 12:01 a.m. standard time, forms a part of:

Policy No. 0001238045 of Texas Mutual Insurance Company effective on 05/24/2016

Issued to: PALOMAR MODULAR BUILDINGS LLC

Authorized Representative

Premium: $8,809.00
NCCI Carrier Code: 29939

WC 42 06 01
Insured Copy

05/12/2016

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