

**PURCHASE OF SERVICE AGREEMENT
for Front Range Airport Restaurant Services**

THIS AGREEMENT ("Agreement") is made this 27th day of SEPTEMBER 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Aviator Services Group, LLC, , located at 5200 Front Range Parkway, PO Box 245, Watkins, Colorado 80137, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Scope of Work attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Contractor shall be operated in the space shown in Exhibit B.
- 1.3. Rental of conference rooms or event related equipment shall be based on the Event Rental Fee list attached in Exhibit C.
- 1.4. Contractor will accept responsibility for Airport's inventory of equipment and small ware used in the restaurant, attached as Exhibit D, which will be used by the Contractor, but will remain the property of the Airport. It shall be inventoried and returned to the Airport at the end of the Agreement in the same condition as received except for normal wear and tear.
- 1.5. The Airport shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.
- 1.6. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for four (4) months from the date of this Agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as

necessary for up to four (4) months providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

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

4.1. The County shall pay a maximum total of \$6,000 (six thousand) per month for each month covered by this agreement. This payment will be offset in the amount of any revenue over expenses each month (net revenue). Contractor shall provide an invoice each month for the difference between the net revenue and the \$6,000 maximum payment. An updated balance sheet shall be provided as support for the invoiced amount each month along with the invoice showing the net revenue for the previous month. The invoiced payment is for Restaurant Services provided by Todd Ricci as the sole representative of Aviator Services Group, LLC, and shall be payable on receipt.

4.2. In any given month during the initial or subsequent terms of the Agreement where the net revenue exceeds the \$6,000 maximum payment, Contractor shall pay 10% of the net revenue over the \$6,000 to the County. Payments shall be made out to Adams County, Front Range Airport and are due by the 15th of the month following the month in which the revenue was earned.

4.3. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

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

6. **NONDISCRIMINATION:**

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

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

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

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

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

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

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

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

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

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

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

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

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

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

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

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

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

- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

- 9.1. 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.

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County,

Colorado.

- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Front Range Airport
Contact: Dave Ruppel, Airport Director
Address: 5200 Front Range Parkway
City, State, Zip: Watkins, CO 80137

Phone: 303-261-9103
E-mail: druppel@adcogov.org

Department: Adams County Purchasing
Contact: Kim Roland, Purchasing Manager
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6057
E-mail: kroland@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: Aviator Services Group, LLC
Contact: Todd Ricci
Address: PO Box is 245
City, State, Zip: Watkins, Colorado, 80137
Phone: 608-556-1946
E-mail: todd.ricci@gmail.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

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

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

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

Adams County

Todd Leopold _____ Date 9/29/16 _____
Todd Leopold, County Manager

Aviator Services Group, LLC

[Signature] _____ Date 9/15/16 _____
Signature

Todd Ricci _____ Title Owner _____
Printed Name

Attest:

Stan Martin, Clerk and Recorder [Signature] _____
Deputy Clerk

Approved as to Form: [Signature] _____
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Adams _____)

STATE OF Colorado _____)SS.

Signed and sworn to before me this 15 day of September, 2016,

by Laura Zimmerman _____

Laura Zimmerman _____
Notary Public

**LAURA ZIMMERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014015030
MY COMMISSION EXPIRES 05/20/2017**

My commission expires on: 05-20-2017 _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Todd Ricci	
	Business name, if different from above Aviator Services Group, LLC	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ C <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) PO Box 245	Requester's name and address (optional)
	City, state, and ZIP code Watkins, CO 80137	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number
47 4515633

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ todd ricci	Date ▶ 9/1/16
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**TAILORED PROTECTION POLICY APPLICATION
COLORADO**

Date sent:
Transaction number:
Policy number:
AO customer number:
Billing Account Number:
Proposal ID: **EmerikanPyeCorpTPP-1
297474**

POLICY INFORMATION

Date: **07/29/2015** Proposal Issue Bound Rewrite of:

Agency Code: **32-0032-00** Policy Effective Date: **08/01/2015** Policy Term: Annual 3-Year (fidelity only)

Agency/Address: **CRENNEN AND COMPANY INC
2255 S BROADWAY
DENVER, CO 80210-4418
Phone: (303) 871-8600
crennenco@hotmail.com**

Producer Code:

Company: 01 - Auto-Owners 03 - Home-Owners 04 - Owners 05 - Property-Owners 08 - Southern-Owners

Billing Information

ADD TO CURRENT BILLING ACCOUNT: Yes No If yes, billing account number:

Billing Options: Deposit Amount \$

Agency Bill Full Pay 3 Pay Monthly Automatic Payments? Yes No

Escrow Pay Semi-Annual Quarterly Mail Insured Copy of Policy to Agency? Yes No

Deposit Method: Check Cash Credit Card Checking/Savings EFT Agency Sweep

Alternate Billing Name and Address:

APPLICATION INCLUDES THE FOLLOWING COVERAGE PARTS

Property General Liability Crime Inland Marine Other (please describe):

APPLICANT INFORMATION

Applicant: ~~EmerikanPyeCorp~~
Aviator Services Group
DBA: Aviator Bar & Grill *TR*

Mailing Address: **5200 FRONT RANGE PKWY LOWR 1
WATKINS, CO 80137-7156**

Entity: **Corporation LLC** *TR* Email: **todd.ricci@gmail.com** Phone Number: **(608) 556-1946**

FEIN: **474515633** Website:

Description of Business Operations: **Restaurant**

Year business started: ~~01/01/2015~~ **1/2007** *TR* (New Venture: Yes No If yes, please provide description of owner's experience.)

Exclude Terrorism Coverage: Yes No

INSPECTION CONTACT AUDIT CONTACT

Name: Todd Ricci	Name: Todd Ricci
Address: 5200 FRONT RANGE PKWY LOWR 1 WATKINS, CO 80137-7156	Address: 5200 FRONT RANGE PKWY LOWR 1 WATKINS, CO 80137-7156
Email: todd.ricci@gmail.com	Email: todd.ricci@gmail.com
Phone: (608) 556-1946	Phone: (608) 556-1946
Fax:	Fax:
	Accounting Firm:

PREMISES INFORMATION					
Loc	Bldg	Program	Location Address	Class Description	Within City Limits
1	1	49 - Restaurant	5200 FRONT RANGE PKWY LOWR 1 WATKINS, CO 80137-7156	Restaurants - Alcoholic Beverage Sales Less Than 30% of Total Receipts - Without Dance Floor - With Seating - With Table Service - With Cooking	Y

PREMIUM MODIFICATION					
Cumulative Multi-Policy Discount (Provide policy numbers of other Auto-Owners policies, including Life & Disability.)					
Policy Type	Policy Number	Discount	Policy Type	Policy Number	Discount
		%			%
Cumulative Multi-Policy Discount: _____					
Special Rating Plan: _____ % Group Name and Number: _____					
Explain how Group membership was verified: _____					
Experience Rating Plan _____ %					
_____ %					
Commercial Business Tier Confirmation: 62945972					
Individual Risk Premium Modification Factor		Approved by:			
Coverage Part		Credit/Debit		Coverage Part	Credit/Debit
Merit Rating Plan					
Year Business Started: 2015		Prior Losses: 0		Prior Carrier Premium	
Merit Rating: 0%					

PRIOR CARRIER INFORMATION			
Policy Term	Prior Carrier	Annual Premium	Coverage Parts

Prior carriers annual total expiring premium (includes: Property, General Liability, Inland Marine and Crime): _____

Has there been continuous coverage for the past three years? Yes No

Prior Carrier Comments:
New Purchase for Todd, however has over 3 years in owning and operating other restaurants in the past.

LOSS HISTORY		
CHECK HERE IF NONE: <input checked="" type="checkbox"/>	LOSS HISTORY ATTACHED: <input type="checkbox"/>	Will verifiable loss information be submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

ENTER ALL CLAIMS (REGARDLESS OF FAULT) FOR THE PRIOR 3 YEARS						
Date of Loss	Line	Description of Occurrence/Claim	Weather Related Y/N	Amount Paid	Amount Reserved	Open/Closed
		No Losses				

What action has the applicant taken to prevent the type of losses listed above from recurring?
Premium based on rates effective: 06/01/2015

PREMISES INFORMATION			
Construction: Masonry Non-Combustible Original Construction Year: 1984	2,000 Total Area: Number of Stories: 1	Sprinklered: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Hotel # of Units: _____
Listed On Historical Registry: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Protection Class: 06	Rate Group:	Class Limit:
Year Updated Plumbing, Year: 2011 Heating, Year: 2011 Wiring, Year: 2011 Roofing, Year: 2011	Purchase price if purchased within the last 18 months: \$ _____	Wood Shake Shingles? <u>No</u>	
ISO RISK ID:	Tentative Rate: Y	Approved by: Brian Maloney	ISO Contents Code:
PREMISES PROTECTION			
Is there a fire hydrant within 1000 feet?	Yes	Distance to the fire department:	7 mi
Does applicant have fire extinguishers?	Yes	Responding fire department:	BENNETT FS 92
Is the building open sided?	No		
OPTIONAL COVERAGES, ENDORSEMENTS AND RATING INFORMATION			
Commercial Property Information			
Is there a basement? No			
Roofing Materials: tba			
Property Plus Coverage Package: Premier Option			
Territory:			
Group I Territory: 010 - ADAMS COUNTY			
Group II Territory: 003 - CENTRAL COUNTIES			
Does the electrical system in this building contain aluminum wiring or a fuse system? No			
Does the electrical system in this building have circuit breakers? Yes			

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y	N	EXPLAIN ALL "YES" RESPONSES	Y	N
1. Is the applicant involved in, or does the applicant have ownership in any other business operations, or have locations not indicated on the application?		X	5. During the last ten years, has the applicant been convicted of any degree of the crime of arson?		X
2. Was the applicant previously insured with a non-standard carrier?		X	6. Has the applicant filed bankruptcy within the last ten years?		X
3. Any past losses or claims relating to negligent hiring?		X	7. Any policy coverage declined, cancelled or non-renewed during the prior 3 years? (Not valid in Missouri)		X
4. Any past losses or claims relating to sexual abuse or molestation allegations or discrimination?		X	Nonpayment? <input type="checkbox"/> Underwriting Reasons? <input type="checkbox"/>		
			8. Does the owner have coverage written in an Auto-Owners Group program for a related business with this being only a new location of the same type of operation?		X

REMARKS

REMARKS/EXPLANATIONS

Policy Information

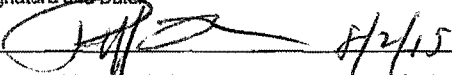
Location Information

Location Number: 1

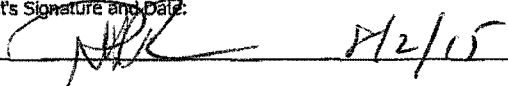
Is the applicant the Building Owner at this location? No

Proposal started: 07/29/2015

APPLICANT'S STATEMENT: I declare the facts stated in this application to be true to the best of my knowledge and request the Company to issue this insurance and any renewals thereof in reliance thereon. I further understand that: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of insurance company who knowingly provides false, incomplete or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicant's Signature and Date:  8/2/15	Agent's Signature and Date:
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PROXY DESIGNATION (AUTO-OWNERS INSURANCE CO. ONLY) (NOT APPLICABLE IN IOWA) I designate J.F. Harrold, J.S. Taysold, and R.J. Rupp, and each of them, attorneys and proxies, with the power of substitution and revocation to each, to vote as proxy at all meetings of the company, and at any adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date:  8/2/15	Proxy Signed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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POLICY INFORMATION		
	Y	N
How many years of ownership or management experience in a similar business operation? Prior Ownership and operation of Restaurants	3	
Age of Oldest Building?	31	
Has the roof, electrical, plumbing and heating systems been updated by a licensed contractor?		
Is any building vacant?		X
Is there commercial cooking (a deep fat fryer or grill) in use?	X	
PRIME INFORMATION		
Are all operations of the applicant covered by this policy?	X	
Does the electrical system in every building have circuit breakers?	X	
Does the electrical system in any building contain aluminum wiring or a fuse system?		X
Has the roof on every building that is over 30 years old been updated or replaced within the last 15 years?	N/A	X
Will building coverage be provided?	X	
Does any building exceed 50,000 square feet in total area?		X
Are annual sales/receipts greater than \$15 million at any location?		X
Does the applicant's operation have the capacity to seat 150 or more people? (restaurant only)		X
Does the applicant have a shop with a major wood working occupancy? (industrial processing only)		X
Is the shop equipped with a central dust collection system that collects dust outside of the building?		X

COMMERCIAL GENERAL LIABILITY SECTION

SINGLE LIMITS		SPLIT LIMITS		BI	PD
General Aggregate	\$2,000,000	General Aggregate			
Products/Completed Operations Aggregate	\$2,000,000	Products/Completed Operations Aggregate			
Personal Injury and Advertising Injury	\$1,000,000	Personal Injury and Advertising Injury			
Each Occurrence	\$1,000,000	Each Occurrence			
Damage to Premises Rented to You (Any One Premises)	\$300,000	Damage to Premises Rented to You (Any One Premises)			
Medical Payments (Any One Person)	\$10,000	Medical Payments (Any One Person)			
CGL Plus: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					

CLASSIFICATIONS						
Location	Class Code and Description	Territory	"A" Rate Deviated?	Premium Basis	Prem/Ops Rate	Products/CO Rate
1	16910 Restaurants - Alcoholic Beverage Sales Less Than 30% of Total Receipts - Without Dance Floor - With Seating - With Table Service - With Cooking	2		\$120,000 Gross Sales	4.340	0.400
1	58161 Liquor Liability	2		\$1,800 Gross Sales		

DEVIATION

OPTIONAL COVERAGES, ENDORSEMENTS AND RATING INFORMATION

ADDITIONAL INSURED/CERTIFICATE RECIPIENT	
Form name and number: Additional Insured - Managers or Lessors of Premises (55168)	
Name	Front Range Airport
Location of Premises	
Part leased to you	Restaurant area
Your Product	
Premium Charge for Each	\$25.00
Approved by	

GENERAL INFORMATION					
EXPLAIN ALL "YES" RESPONSES FOR ALL PAST, PRESENT OR DISCONTINUED OPERATIONS	Y	N	EXPLAIN ALL "YES" RESPONSES FOR ALL PAST, PRESENT OR DISCONTINUED OPERATIONS	Y	N
1. Any operations involving storing, treating, discharging, applying, disposing or transporting of hazardous material? (e.g. landfills, wastes, fuel tanks, etc.)?		X	6. Have any crimes occurred or been attempted on your premises within the last three years?		X
2. Any operations sold, acquired or discontinued in the last five years?		X	7. Does the applicant manufacture, install, service or demonstrate any products?		X
3. Any leasing of employees to or from other employers?		X	8. Is the applicant involved to any extent in hydraulic fracturing?		X
4. Are day care facilities provided?		X	9. Does the applicant own or operate any tanning beds or booths?		X
5. Any Special Events sponsored?		X			

COMMENTS/EXPLANATIONS

Total Commercial General Liability Premium \$1,285.00

**MISCELLANEOUS GENERAL LIABILITY SUPPLEMENT
COLORADO**

HIRED AUTO AND NON-OWNED AUTO		Y	N
Questions			
Is there any delivery exposure?			
Does the applicant have a policy covering other commercial automobile exposures?			
Limit of Liability	Occurrence: \$1,000,000		

Total Commercial General Liability Premium \$1,285.00



Issue Date 07/29/2015

RESTAURANT QUESTIONNAIRE

COMPLETE FOR ALL TAVERNS, RESTAURANTS, BOWLING ALLEYS AND SIMILAR HAZARDOUS RISKS

Insureds Name	Amerikan Pys Corp <i>Aviator Services Group</i>	Agency Code	32-0032-00
Policy Number	<i>TR</i>	Effective Date	08/01/2015

Address 5200 FRONT RANGE PKWY LOWR 1 WATKINS, CO 80137-7156

Hours of Operation ~~5am to 2am~~ *sa - 2:30p m - sa, Will change to m - sa - 2:30p + dinner Tues - Fri till 7p*

QUESTIONS	Y	N
Is there a fryer, grill or range that produces grease laden vapors?	X	
Does a UL300 compliant fire suppression system cover ALL cooking surfaces and deep fat fryers? Explain how this was verified: <i>It's within the airport and its a requirement they have</i> If no, please explain Name of system manufacturer: <i>Capture Aire</i> yes Model #: <i>5424 NO-2</i> pending Name of installer: <i>pending</i> (if installed within last 3 years, attach copy of Installer's Certificate.)	X	
Is the fire suppression system under a service maintenance contract by an outside firm? Name of company service contract is with (attach copy of service contract): <i>tba</i> When was the last time the fire suppression system was inspected? <i>tba</i> If no, please explain <i>Will set up</i>		X
How often are hoods and ducts cleaned? <i>Quarterly</i> Name of company contracted for cleaning: <i>tba</i> When was the last time the hoods and ducts were cleaned? <i>tba</i> If no, please explain	X	
Is a manual pull tab accessible and in the path of exiting the building? If no, please explain	X	
Is there live entertainment? If yes, please explain		
Does insured employ bouncers or security staff? If yes, please explain		
Does insured do any delivery of food? If yes, please explain		



LIQUOR LIABILITY APPLICATION

Auto-Owners Insurance
 Owners Insurance

Location Number: 1

INSTRUCTIONS: All questions must be answered. If the answer to any question is none, state none. Read carefully the statements at the end of this application.

Policy Period: from: 08/01/2015 to: 08/01/2016

Proposal Issue

Agency: CRENNEN AND COMPANY INC
Code: 32-0032-00 Policy Number:

Effective Date: 08/01/2015 FEIN: 474515633

Name of Applicant: Aviator Bar & Grill DBA: Aviator Bar & Grill
Mailing Address: 5200 FRONT RANGE PKWY LOWR 1, WATKINS, CO, 80137-7156
Location of Premises: 5200 FRONT RANGE PKWY LOWR 1, WATKINS, Adams, CO, 80137-7156
The Applicant is: Corporation
Type of Business: Restaurants
Type of License: Hotel + Restaurant (County) Name on License: Front Range Airport Authority License Number: 12322590000
Estimated Receipts: Past 12 months: \$80,000 Next 12 Months: \$150,000
Limits of Liability desired: \$1,000,000 Each Common Cause \$1,000,000 Aggregate
Normal Hours of Operation: Mon-Thurs: until 3 pm Fri: until 3 pm Sat: until 3 pm Sun: until 3 pm
Does applicant have minor amusement devices? No
Does applicant have major amusement devices? No
Does applicant sponsor or participate in any special events? No
Does applicant have live entertainment? No

Does applicant have a happy hour? Yes No if yes, please explain:

Have the servers of alcoholic beverages attended a certified server training course? Yes No

Will new servers of alcoholic beverages also attend this course? Yes No

Has applicant in the past five years ever had insurance cancelled, not been renewed or been refused coverage? Yes No

If yes, give complete details:

Previous liquor carrier, policy number, limit and premium:

In the past five years has the applicant reported any liquor related claims? Yes No

If yes, give full details (i.e. date of loss, circumstances, description/extent of injuries and amount paid or reserve):

In the past five years has the applicant had any violations, suspensions or revocations of liquor license? Yes No

If yes, give date(s) and complete details:

General Comments

APPLICANT'S STATEMENT: The information on this application is an accurate representation of the business operation and the prior loss experience. Any questions I have been unable to accurately answer, have been so noted.

The signing of this application does not constitute the binding of insurance. However, should any company in the Auto-Owners Insurance Group of Companies accept liability, the information contained in this application will be the basis of the insurance contract.

I declare the facts stated in this application to be true to the best of my knowledge and request the Company to issue this insurance and any renewals thereof in reliance thereon. I further understand that it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance defrauding or attempting to defraud the policyholder or claimant with regard to the settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.


8/2/15
DATE


APPLICANT'S SIGNATURE

AGENT'S SIGNATURE

PROXY DESIGNATION
Auto-Owners Insurance Company only
(Not Applicable in Iowa)

I designate J.F. Harrold, J.S. Tagsold, R.J. Rupp, and each of them, attorneys and proxies, with the power of substitution and revocation to each, to vote as proxy at all meetings of the company, and at any adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.


APPLICANT'S SIGNATURE

DATE

Location 1 Liquor Liability Premium \$198.00

Total Liquor Liability Premium \$198.00

MAINTENANCE CERTIFICATE

I, the owner of Restaurant Hood and Duct Protection Equipment,

at 5200 FRONT RANGE PKWY LOWR 1, WATKINS, CO, 80137-7156

(Name of address of property where system is installed)

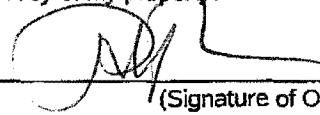
have signed contract with

X
tba

KD Snyff Co

(Name of Servicing Company)

to have this equipment inspected semi-annually. The servicing representative shall provide me (the owner) with a report following each inspection which I keep on the premises as evidence of this contract. These reports will also be made available upon request to the insurance rating inspector during his survey of my property.



(Signature of Owner)

53021 (8-85)

REMARKS/EXPLANATIONS

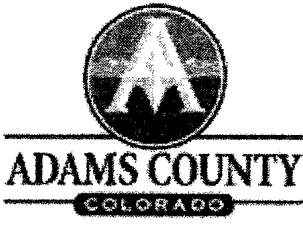
MISCELLANEOUS PROPERTY SUPPLEMENT

Location: 1 Building: 1

Ordinance of Law Coverage	
Coverage A - Undamaged Building	EXCLUDED
Coverage B - Demolition Cost	
Coverage C - Increased Cost of Construction	
Coverage D - Tenants Improvements and Betterments	\$160,000

Total Commercial Property Location 1 Premium \$819.00

Total Commercial Property Premium \$1,140.00

	APPENDIX F SINGLE, EMERGENCY, OR COOPERATIVE SOURCE FORM <i>(Use this form for requests over \$5,000 and for items/services not on Appendix E)</i>	Approval Date 10/31/12
	DIVISION AND POLICY NUMBER PURCHASING	Revision Date 05/01/15

2016-504

REQUESTED BY (Name): David E. Ruppel, Airport Director

DATE: 7-22-2016

SUPPLIER & COMMODITY OR SERVICE: Aviator Services Group, LLC

APPROVED BY (Mgr. or Elected Official): D.E. Ruppel, Airport Director YEAR 2016 \$ 24,000.00

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of Adams County.	<input type="checkbox"/>
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to Adams County.	<input checked="" type="checkbox"/>
3. Emergency purchases where the well being of the citizens, employees or County property may be endangered if the purchase is delayed.	<input type="checkbox"/>
4. Adams County currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or elected officials function.	<input type="checkbox"/>

Please Note: Use of this form is required for items/services not already preapproved by the BOCC (Appendix E), and requires the approval of the Elected Official, Department Director, Purchasing Manager, Adams County Manager, or the BOCC in accordance with the value of the purchase and Adams County (see Policy #1010).

The Department/Elected Official must provide written justification (including total cost) to Purchasing for review and forwarding to Adams County Manager, who may request BOCC approval. Attach additional sheets as required.

The restaurant operator agreement at Front Range Airport was, until recently, with the Emerikan Pye Corporation. That agreement was terminated due to non-compliance effective May 30, 2016. Aviator Services Group, LLC began operating the business under Emerikan Pye as of July 1, 2015 but Emerikan Pye stopped fulfilling its responsibilities in the agreement and Aviator Services continued to operate the restaurant on its own. FTG was not aware of this arrangement until the first quarter of 2016 and decided to terminate the (See Page 2)

Request is:

Approved Denied

Purchasing Agent: _____ Date: _____

Approved Denied

Purchasing Manager: Jim Boland Date: 7/22/16

Approved Denied

County Manager: [Signature] Date: 7/25/16

Comment:

(Continued from Justification block on first page.)

Emerikan Pye agreement in accordance with the provisions of the agreement. For Aviator Services to continue to operate the restaurant until the Adams County Food Service RFP is released FTG has developed a short term agreement for restaurant services at a cost of \$6,000 per month for four months until the winner of the Food Service RFP is identified. Aviator Services Group has done an exemplary job of providing restaurant services at FTG and continued operation is important to the operation of the airport. This sole source request is intended to prevent disruption of this important airport service. FTG has funding in its 2016 budget to cover this cost.