

**ADAMS COUNTY
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 12 day of April, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Colorado Carpet Center, Inc., located at 7081 E. 56th Avenue, Commerce City, CO 80022, 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:

IFB-SS-2018.605 / VCT TILE FLOORING –PHASE I- JUSTICE CENTER

- 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 for project completion for the County Justice Center shall be on or before May 31, 2018.

4.2. The County reserves the right to any and all additional work deemed necessary for similar or like projects throughout the County with pricing as established per the bid pricing sheet through and to include January 31, 2019. The County shall contract for like services via agreement or service purchase order as deemed in the best interest and/or within full compliance of the County procurement policies and procedures.

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 total not to exceed project amount shall be the sum of Seventy-three Thousand Six Hundred Seventeen Dollars and Thirty-five cents (\$73,617.35).
- 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 -N/A~~

- ~~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:~~

| Original Contract Amount (\$) | | Liquidated Damages per Calendar Day (\$) |
|-------------------------------|------------------|--|
| From More Than | To And Including | |
| 0 | 150,000 | 500 |
| 150,000 | 500,000 | 1,000 |
| 500,000 | 1,000,000 | 1,600 |
| 1,000,000 | 2,000,000 | 2,300 |
| 2,000,000 | 4,000,000 | 4,100 |
| 4,000,000 | 10,000,000 | 5,800 |
| 10,000,000 | ---- | 7,000 |

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. 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.

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.

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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 Matt Evanoff, who can be reached by phone at 303.654.3327 / mevanoff@adcogov.org. 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

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

Each Occurrence \$1,000,000

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

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

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

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

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

17.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor

from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

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

18. TERMINATION

- 18.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 18.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 18.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 18.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

19. BONDING:

- 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: Matt Evanoff / Building Maintenance Supervisor
Address: 1100 Judicial Center Dr.
City, State, Zip: Brighton, CO 80601
Phone: 720.654.3327
E-mail: mevanoff@adcogov.org

Department: Adams County Purchasing
Contact: Shannon E. Sprague, CPPB
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: ssprague@adcogov.org

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

Contractor: Colorado Carpet Center, Inc.
Contact: Steven Terry Staab / President
Address: 70801 E. 56th Avenue, Unit B.
City, State, Zip: Commerce City, CO 80022
Phone: 720.322.0200
E-mail: ssprague@adcogov.org

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

The remainder of this page is left blank intentionally.

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

ADAMS COUNTY COLORADO
COUNTY MANAGER

Raymond H. Gonzales
Raymond H. Gonzales

4/12/18
Date

COLORADO CARPET CENTER, INC.

Noelle Paige Staab
Signature

4/15/18
Date

Noelle Paige Staab
Printed Name

Secretary/Treasurer
Title

ATTEST:

Stan Martin, Clerk and Recorder

Stan Martin
Deputy Clerk

APPROVED AS TO FORM:

D. East
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

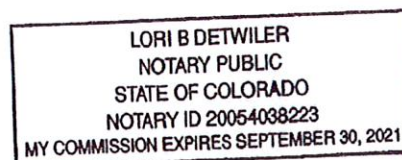
COUNTY OF Adams)

STATE OF Colorado)SS.

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

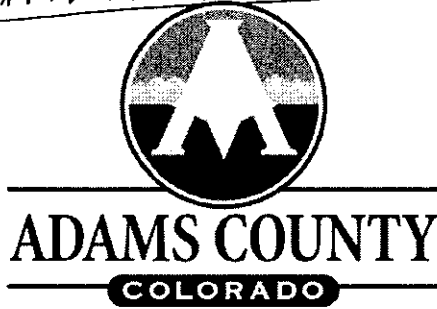
by Noelle Paige Staab,

Lori B Detwiler
Notary Public



My commission expires on: 9/30/21
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

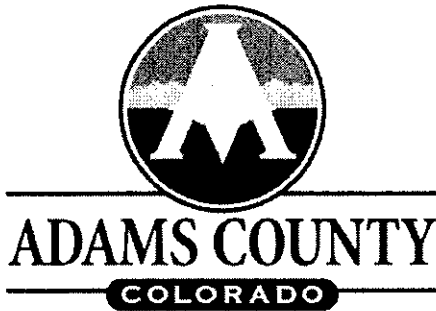
EXHIBIT A



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID (IFB)
COVER SHEET**

| | |
|---|---|
| IFB Issue Date: | February 23, 2018 |
| IFB Number: | IFB-SS-2018-605 |
| IFB Title: | VCT TILE FLOORING - PHASE I - JUSTICE CENTER |
| Pre-Bid Meeting: | MANDATORY March 5, 2018 at 2:00 p.m., MT Adams County Justice Center 1100 Judicial Center Drive, Brighton, CO 80601 |
| IFB Questions Due: | Date, March 7, 2018 by 1:00 p.m., MT |
| Bid Due Date: | March 15, 2018, 2:00 pm MT, Our Clock |
| Bid will be received at: | 4430 South Adams County Parkway, Front Lobby Brighton, CO 80601 |
| Goods or services to be delivered to or performed at: | Multiple Adams County Facilities |
| For additional information please contact: | Shannon E. Sprague, Contract Specialist 720-523-6052 |
| Email Address: | ssprague@adcogov.org |
| Documents included in this package: | Bid Instructions General Terms and Conditions Specifications/ Scope of Work Pricing Form; Fee Proposal, Unit Pricing Submission Check List Contractor's Certificate of Compliance Contractor's Statement Reference Form Exhibit A. – Sample Agreement |



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
BID INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The purpose of this IFB is to purchase VCT TILE FLOORING PHASE I - JUSTICE CENTER as specified herein from contractors that will give prompt and efficient service to the County.
2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:
Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

Hand Deliveries accepted:
Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

*** All IFB submittals shall include the following label directly on the front of the envelope:**

ATTN: Shannon E. Sprague, CPPB
Contract Specialist
IFB-SS-2018-605 / **VCT TILE FLOORING PHASE I - JUSTICE CENTER**

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for Parking Lot Repairs
4. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 4.1. Interested parties must register with this service to receive these documents.
5. **BONDING/SURETY REQUIREMENTS:**
 - 5.1. A 5% Bid Bond is required for Construction Projects over \$50,000 at the time of bid submittal.
 - 5.2. Performance and Payment Bonds, each in the amount of 100% of the contract value, will be required at time of contract execution, or as otherwise defined in the Specifications/Scope of Work.
 - 5.3. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570) as amended, and be authorized to transact business in the State of Colorado.
 - 5.4. A 5% Retainage Fee will be held for Construction contracts over \$150,000.

5.5. Bonds may be submitted on the Standard AIA form.

5.6. Liquidated Damages will not apply.

6. CONTRACTUAL OBLIGATIONS

6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.

6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or 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.

6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.

6.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.

6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

7. PRE-BID CONFERENCE IS MANDATORY:

7.1. A mandatory pre-bid conference will be held on **Monday, March 5th at 2:00 P.M. MST,** at the **Adams County Justice Center, 1100 Judicial Center Dr., Brighton, CO, 80602,** to discuss the Specifications and Work Scope. A representative of the Contractor must attend this mandatory conference in order to qualify to respond to this Agreement.

7.2. Contractor shall adhere to all mandatory requirements when entering and visiting a secured facility, i.e. tools, camera, restricted access areas, etc.

8. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides lowest responsive and responsible bid.

8.1. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to on or before the questions due date as noted above:

Name: Shannon E. Sprague, CPPB, Contract Specialist II,
Purchasing Division, Adams County

Email: ssprague@adcogov.org

The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.

9. Any official interpretation of this IFB must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

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.

11. 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.

12. **BUDGET:** Budget will not be disclosed.

13. **DEBARMENT:** By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or subcontractor(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
GENERAL TERMS AND CONDITIONS**

14. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

15. CONTENTS OF BIDS

15.1. **GENERAL CONDITIONS:** Contractors are required to submit their Bids in accordance with the following expressed conditions:

15.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

15.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

15.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Bid, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

16. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. 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 Response.

17. 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.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

18. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 18.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/ Specifications, and then the Special Terms and Conditions, will prevail.

18.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

18.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

18.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

18.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

18.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

18.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

18.2.2.1. Federal Identification Number: 84-6000732

18.2.2.2. State of Colorado Tax Exempt Number: 98-03569

19. SIGNING BID

19.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

20. PREPARATION AND SUBMISSION OF BID

20.1. PREPARATION

20.1.1. The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

20.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Bid responses. If the Contractor's authorized agent fails to sign and return the Contractor's Statement of the Solicitation, its Bid may be invalid and may not be considered.

20.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark

20.1.4. Unit prices shall be provided by the Contractor on the Pricing Form. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

20.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.

20.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

20.2. SUBMISSION

- 20.2.1. The Bid shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed Bids received by the Purchasing Division of the Finance Department will be accepted; Bids submitted telephone, email, or facsimile machines are not acceptable.
- 20.2.2. Each Bid must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Bid non-responsive.
- 20.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 20.2.4. Bid must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Bids must be furnished exclusive of taxes.
- 20.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 20.2.6. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

21. LATE BIDS

- 21.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 21.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 21.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside: 0
- 21.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids 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 Board of County Commissioners to close the County offices.

22. MODIFICATIONS/WITHDRAWAL OF BIDS

22.1. MODIFICATIONS TO BIDS. Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

22.2. WITHDRAWAL OF BIDS

22.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

22.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Bid is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

23. REJECTION OF BIDS

23.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:

23.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;

23.1.2. Re-advertise this Solicitation;

23.1.3. Postpone or cancel the process;

23.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

23.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified above, the County may reject a Bid under any of the following conditions:

23.2.1. The Contractor misstates or conceals any material fact in its Bid Response;

23.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;

23.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

23.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or

23.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

23.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

24. ELIMINATION FROM CONSIDERATION

24.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

24.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

24.3. Any communications in regards to this Solicitation must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

24.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

24.5. 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.

25. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

26. AWARD OF SOLICITATION. The County may award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
SPECIFICATIONS/SCOPE OF WORK

I. SPECIFICATIONS/SCOPE OF WORK:

A. Project Work Location:

- i. **Adams Justice Center :**
1100 Judicial Center Dr, Brighton, CO 80601,

A.1. Material Specifications:

Material Brand products as specified below shall be **"No Substitute"** and shall be provided by awarded Contractor. No Other Material Brands shall be considered or submitted for this bidding requirement.

A.2. Tile:

- i. VCT Tile – Armstrong VCT tile 12"x12" Style: Excelon, Stonetex – Color: Stone White (52127) and Coal Black (52144).
- ii. Rubber Base – Roppe 4" – 1/8" TS PR 150 Vulcanized SBR rubber color P150 DARK GREY

A.3. Contractor Minimum Work Requirements:

1. Remove approximately 6,000 square feet of VCT, prepare substrate and replace with an equivalent amount of VCT tile and rubber wall base as specified above.
2. Remove and replace wall base in all areas where VCT tile is installed.
3. Installation for VCT Tile shall follow all applicable guidelines set forth by the manufacturer, Armstrong, as outlined in the attached document **"Exhibit B. - INSTALLATION PROCEDURES FOR ARMSTRONG EXCELON VCT"**
4. The Contractor must move and replace all furniture, including cubicle types, as necessary to properly prepare the floor and install the VCT Tile flooring.
5. Rubber base will be installed per manufacturer's recommendations. The **"ROPPE Wall Base Installation"** instructions shall be followed if specified per the material safety data sheets (MSDS).
6. The County will operate the HVAC systems during installation to insure proper temperatures are maintained as required by the manufacturer. County Facility Operations designee shall confirm schedule with the Contractor forty-eight (48) hours prior to this portion of installation work.

7. If wall repairs are deemed necessary by the Contractor, the identified area(s) will be reviewed with County Facility Operations designee for confirmation of wall repair work. If it is determined that wall repairs are necessary, County Facility Operations staff will be responsible for this work. This only applies to repairs, not preparation of the walls for the purpose of proper base installation.
8. A waste disposal container will be provided by County and shall not be an expense of the Contractor. Transport of waste materials, including old VCT tile, molding, and/or any additional debris, will be the responsibility of the Contractor. The Contractor will give County a minimum of twenty-four (24) hours notice of need to have the waste container placed, reset, emptied, or removed.
9. Areas of the facility, including work areas, elevators, hallways, and locations used for the cleaning and storage of materials and tools shall be protected from damage. Materials used for protection may include, but are not limited to, tarps, plastic sheeting, carpet film, cardboard, or temporary walls. The County reserves the right to determine the type of protection needed for a specific area.
10. The Contractor must provide a minimum of a one (1) year materials and labor warranty.
11. The County will operate the HVAC systems during installation to insure proper temperatures are maintained as required by the manufacturer.
12. All proposals will be written as an all-inclusive not to exceed cost for the scope of work based on 6,000 square feet and shall include a price per square foot amount
13. Awarded Contractor complete a full field accurate measurement of the County Justice Center proposed work area for exact measurements. The County will only pay for actual work performed and actual amount of materials used in the work area.
14. All work must be completed by on or before May 31, 2018.
15. **A work schedule must be included in all submittals.** County Facility Operations designee shall give final approval of the work schedule within ten (10) days of awarded contract.

A.4. Task Schedule and Timeline

1. The timeline to begin confirming work schedule shall be within five (5) business days of issuance of the County agreement. All work shall be performed onsite and is to be completed outside of the regular facility hours, Monday – Friday 7:00am to 6:00pm. Certain areas may require adjustment of these hours at County's discretion.
2. Any and all after hours work, Saturday, Sunday, or Holiday shall be approved in writing by the County Facility Operations or designee prior to work commencement. No additional fees shall be accepted.
1. County Facility Operations or designee shall receive a full project completion schedule to use as reference throughout the duration of the project.
2. Any and all changes and/or modifications identified to the work schedule due to long lead equipment items and/or unforeseen events shall be provide to the County Facility Operations or designee in writing within twenty-four (24) hours of discovery, so

necessary work completion extensions can be reviewed and approved by the County Facility Operations or designee.

3. Work shall be completed on or before 5/31/2018 unless otherwise specified in writing by the County Contract Specialist and confirmed via Change Order. All work must be inspected and accepted on 5/31/2018.

A.5. Payment

1. Payments will be made for materials and final project work completed. The County Facility Operations or designee must approve all invoices submitted for payment by the Contractor prior to issuance of payment.

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.
Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF BIDS: Two (2) hardcopies (to include one (1) ORIGINAL), and one (1) electronic (USB or CD PDF document) must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

Electronic copy shall be an EXACT reproduction of the original documents provided.
All sections shall be combined into a single PDF electronic document.

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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601
Pricing Form

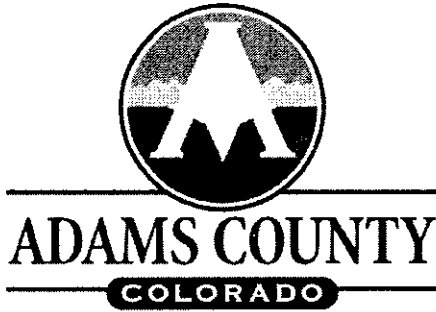
I. Pricing Form:

1. All bids shall include a completed **Attachment C. – VCT Tile Flooring Installation – Pricing Sheet** in the Excel format provided on the USB or CD file.
2. All costs must be listed and all itemized rates shall be included in all submittals as specified. All pricing shall include the unit price per square foot for the VCT Tile.
3. Adams County Facility Operations may selectively identify other work to be added or removed from the Scope of Work and shall require that the following unit pricing to be held through December 31, 2018:
4. DO NOT attach a quote.
5. Costs must remain firm for 120 days from time of the submittal due date.

II. Prompt Payment Discount:

Percentage of prompt payment discount, if offered _____ %

Total submittal price with discount \$ _____



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
CONTRACTOR'S STATEMENT**

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

BID SUMMARY

OVERALL TOTAL PROJECT AMOUNT: \$ _____
(Amount in Figures)

_____ DOLLARS.
(Written Amount)

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): _____

Contractor Name _____ Date _____

Signature _____ Printed Name _____

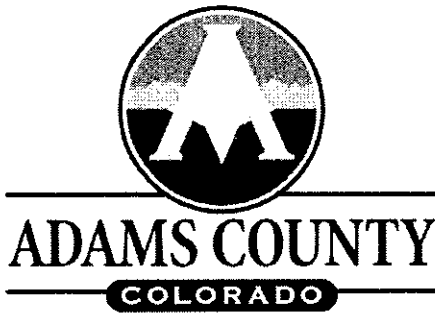
Title _____

Address _____

City, State, Zip Code _____ County _____

Telephone _____ Fax _____

Email _____

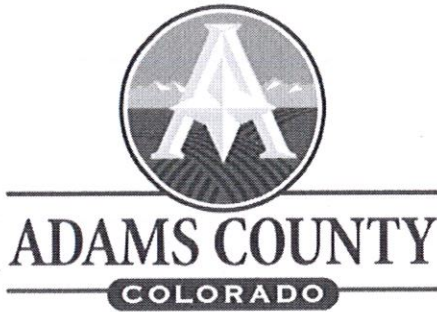


Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
SUBMISSION CHECK LIST**

SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

| | | |
|--|------------|-----------|
| Does your Bid comply with all the terms and conditions of this Solicitation? | YES | NO |
| May any other governmental entity avail itself of this Agreement and purchase any and all items specified? | YES | NO |
| Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement? | YES | NO |
| Original and the number of copies specified enclosed including electronic copy? | YES | NO |
| If applicable, have all necessary Bonds been included? | YES | NO |
| Contractor Certification of Compliance signed and enclosed? | YES | NO |



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Contractor Name

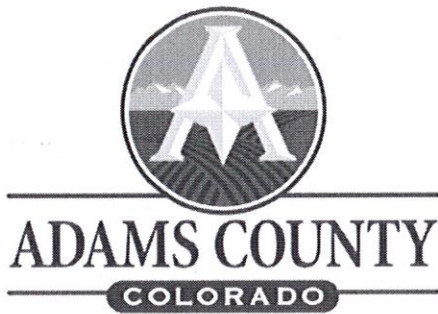
Printed or Typed Name

Signature

Title

Date

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 Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

| | |
|-------------------------|----|
| Company Name | |
| Address | |
| Reference Name | |
| Reference Email Address | |
| Telephone Number | |
| Project Name | |
| Value | \$ |

| | |
|-------------------------|----|
| Company Name | |
| Address | |
| Reference Name | |
| Reference Email Address | |
| Telephone Number | |
| Project Name | |
| Value | \$ |

| | |
|-------------------------|----|
| Company Name | |
| Address | |
| Reference Name | |
| Reference Email Address | |
| Telephone Number | |
| Project Name | |
| Value | \$ |



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
EXHIBIT A.
SAMPLE AGREEMENT

See attached Sample Agreement Marked EXHIBIT A

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Armstrong[®] **FLOORING**

INSTALLATION RECOMMENDATIONS

EXCELON

VINYL COMPOSITION TILE (VCT)

**Imperial Texture
Stonetex
Terrazz
Designer
Eco-Terrazz**

3.0mm & 2.0mm x 300mm x 300mm
3.2mm & 2.4mm x 305mm x 305mm



EXCELON

VINYL COMPOSITION TILE

INSTALLATION RECOMMENDATIONS

QUICK REFERENCE GUIDE

| | |
|-----------------------------|--|
| Installation: | Conform to AS 1884 – 2012 |
| Types of sub-floors: | Concrete, Timber, approved underlay |
| Installation system: | Full spread adhesive |
| Adhesives: | <p>Armstrong Flooring PS-820 (Acrylic pressure sensitive)</p> <ul style="list-style-type: none">• field areas <p>Armstrong Flooring PU-100 (2 part polyurethane)</p> <ul style="list-style-type: none">• Areas where frequent surface moisture may be present.• Areas that may be exposed to prolonged periods of sun-light (e.g. in front of large windows) <p>Armstrong Flooring SC-100 (Solvent contact)</p> <ul style="list-style-type: none">• accessories & trims |
| Trowel size: | <p>U shaped trowel</p> <p>0.8mmx1.6mmx2.0mm</p> |
| Recommendations: | <p>Allow to acclimatise to room temperature (18°C).</p> <p>Roll entire area with 45 kg roller.</p> <p>Do not allow heavy rolling loads for at least 72 hours after installation.</p> <p>Armstrong Flooring vinyl flooring & walling products are recommended for <u>indoor use only</u>.</p> |
| Special precautions: | <p><u>305 x 305mm Stonetex & Chromaspin</u> it is recommended tiles are laid in the direction of arrows (see back of tile).</p> <p>Do not wash or scrub floors for at least 48 hours after installation.</p> <p>'Tile on tile' installations reduce resistance to indentation.</p> |
| Protection: | <p>Cover floors after installation and during construction using non marking/staining cover such as Armstrong Flooring 'Topguard', cardboard or similar.</p> <p>Armstrong Flooring DOES NOT recommend the use of <u>plastic films</u> as protection, consult your supplier for compatibility.</p> |

INSTALLATION RECOMMENDATIONS

INITIAL PROTECTION:

Armstrong Flooring highly recommends the installed floorcovering be protected from construction site debris, dirt, soil, traffic and stains, all of which can damage the unprotected flooring.

Armstrong Flooring recommends the use of Armstrong Flooring Topgard or similar loose laid over the floorcovering. The floorcovering must be clean, free of all debris and must be dry. Do not tape the protective sheet to the surface of the floorcovering.

Armstrong Flooring **DOES NOT** recommend the use of **PLASTIC FILM** for protection.

Responsibility for the protection of the finished work until handed over to the client should be arranged prior to installation.

TO THE INSTALLER:

Please note that if material has been cut, fitted, or installed, **NO ADJUSTMENTS or CLAIMS** (if any) will be considered due to the failure to comply with any of the following. Before cutting and installing Armstrong Flooring floorcoverings make sure that you:

Check for obvious manufacturing defects in good daylight conditions.

Check that the material is the correct colour, pattern and quantity ordered by the customer.

Material should be allowed to acclimatise to job climatic conditions for 24 hours at 18°C. Never install the material if the temperature in the room is less than 15°C as per Australian Standard 1884-2012 Section 4.1.1

Use only Armstrong Flooring recommended adhesive specifically formulated for Armstrong Flooring products.

All cartons of Armstrong Flooring products are marked with a 'batch number'. When using more than one carton, make sure they have the same 'batch number/s'.

Do not cut or install any damaged or defective material unless accepted, agreed and approved by all parties concerned.

PLEASE NOTE: existing resilient flooring backing or lining felts should **NOT BE SANDED**. These products may contain asbestos fibres that are not readily identifiable. You should note the details in the 'WARNING' panel set out later in these instructions **BEFORE YOU PROCEED ANY FURTHER**. If you have satisfied the requirement of the warning then, providing it does not conflict with any applicable laws, the following procedure is suggested to remove existing resilient floorcoverings.

The wear layer should be cut into narrow strips, being careful not to score the sub-floor. The narrow strips should then be peeled from the backing by pulling or rolling around a core which will control the stripping angle and create a uniform and more constant tension. After the wear layer has been removed, the remaining felt should be scraped by using scrapers (**MUST NOT SAND**).

Any unevenness in the sub-floor due to scraping should be levelled and smoothed using an underlayment as per manufacturer's recommendations.

SUB-FLOORS:

The condition of the sub-floor not only has an important bearing on the appearance of the finished installation, but can dramatically affect the life and serviceability of the floorcovering. It is essential, therefore, that the sub-floor be dry, hard, rigid, smooth, level, clean and free of dust and grease.

CONCRETE SUB-FLOORS:

A MOISTURE TEST SHOULD ALWAYS BE CARRIED OUT PRIOR TO INSTALLATION. AS PER AUSTRALIAN STANDARDS 1884-2012 APPENDIX A3.1.2

Concrete sub-floors must be cured and completely dry. The surface must be steel trowelled to a smooth dense surface free of trowel marks, irregularities, as per Australian Standard 1884-2012.

Concrete slabs in contact with fill, hardcore or the ground must have a damp-proof membrane to prevent entry of moisture. Water proofing additives and curing compounds do not replace the damp-proof membrane. New slabs should dry for at least one month per 25mm thickness.

Care must be taken to ensure that the surface of the concrete is free of parting of curing compounds, oil, grease, paint, dust and any other substances, which may prevent the adhesive from forming a secure bond. The surface of the concrete must be smooth and level, completely free of cracks, holes and protrusions.

If the surface is not satisfactory, it should be repaired and levelled with a cementitious underlay applied according to manufacturer's recommendations.

When curing compounds, hardeners, sealers, or parting compounds have been used, they have to be completely removed by mechanical methods (e.g. sanding, sandblasting or grinding) prior to the installation of materials as these will impair the bond of the adhesive.

HEATED SUB-FLOORS:

Flooring material can be installed over heated sub-floors. However, it is imperative that the temperature at the surface of the slab does not exceed 28°C. Prior to installation the heating should be turned on for a number of days to remove all traces of residual dampness that may be present in the sub-floor. The heating should be turned off 48 hours prior to and during installation and shall not be turned on until 48 hours after installation is completed, in order to allow the adhesive to set. After adhesive has set, gradual temperature increases are recommended in order to reach a maximum of 28°C.

TIMBER SUB-FLOORS:

All timber sub-floors must have at least 450mm of good cross ventilation under the floor to prevent distortion and movement of flooring members as well as excessive movement of underlay. New timber sub-floors should be rigid, sound and constructed of seasoned timber and free from excessive cupping and warping.

Old timber sub-floors should have all loose boards re-nailed and badly worn or damaged boards must be replaced. If necessary, sand the floor to a level finish without undulations. Overlay sub-floor with hardboard or approved fibrous cement vinyl flooring underlayment. The underlay sheets must be fastened at 75mm intervals around all sides, 10mm from edges, and at 100mm to 150mm intervals throughout the body of the board.

IMPORTANT: PLEASE READ CAREFULLY BEFORE YOU START

The sanded areas must be sealed prior to the installation of the floorcovering, as recommended by the manufacturer. Underlay must be installed over structural particleboard using the adhesive and nailing fixing system specified by the underlay manufacturer as per Australian Standard 1884-2012 Section 3.2

EXISTING RESILIENT FLOORS:

Armstrong Flooring recommends the removal of the existing resilient floor. If this is not practical, adequate care should be taken to ensure the existing resilient floor is to an acceptable standard to receive new floorcoverings.

The existing resilient floor must be smooth, completed, firmly bonded and properly installed on recommended sub-floors. Existing resilient floor must not be cushioned, and must have no evidence of moisture, alkaline salts or hydrostatic pressure. Polish and other finishes should be removed from existing floor covering by thorough stripping. Indentations and damaged areas should be replaced or repaired. Installation over existing resilient floors reduces resistance to indentations.

NOTE – Existing resilient flooring may contain asbestos fibres which are not readily identifiable. You should note the details under **WARNING – ASBESTOS CONTAINING MATERIAL** set out later in these instructions before you carry out these steps. **ADDITIONAL OPEN TIME OF FLOORING ADHESIVE MAY BE REQUIRED TO REDUCE ENTRAPMENT OF AIR UNDER MATERIAL WHEN LAYING OVER EXISTING RESILIENT FLOORS.**

EXPANSION JOINTS:

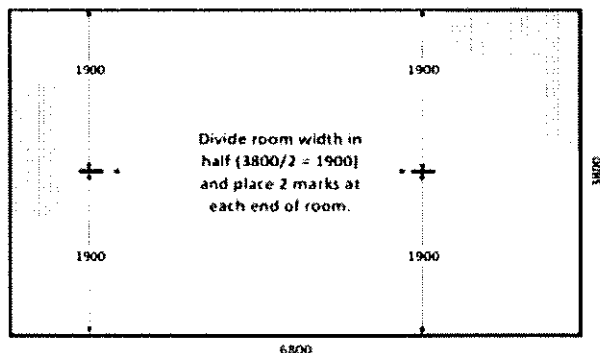
Armstrong Flooring does not recommend that resilient floorcoverings be installed across expansion joints. Various expansion joint covers are available and should be specified by the architect or agreed between the contractor and the purchaser.

JOB CONDITIONS:

Job conditions should be as outlined in Australian Standard 1884-2012 4.1.1. Temperatures in areas to be covered should be maintained at a minimum 15°C to 28°C for 48 hours prior to, during and after installation. Please note that cold sub-floors have considerable influence on the open time of flooring adhesive.

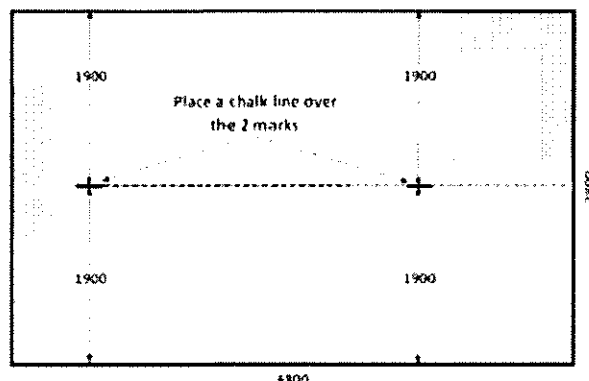
DIRECTIONS:

1a. Divide room width in half and place 2 marks at each end of room.

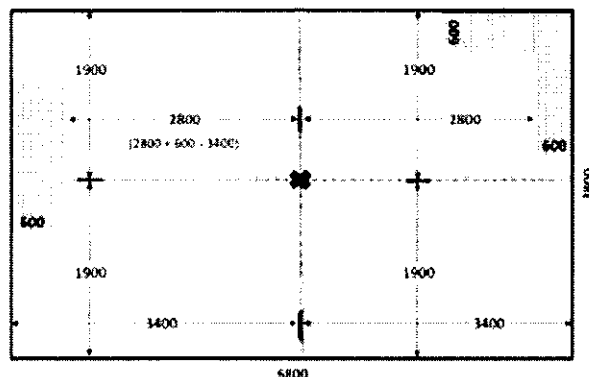


1. Marking start lines

1b. Using the 2 marks on the floor, strike a chalk line across the room.



1c. Measure the opposite walls and find centre. Place 2 marks on the floor and strike with a chalk line. You will now have found the centre of the room.

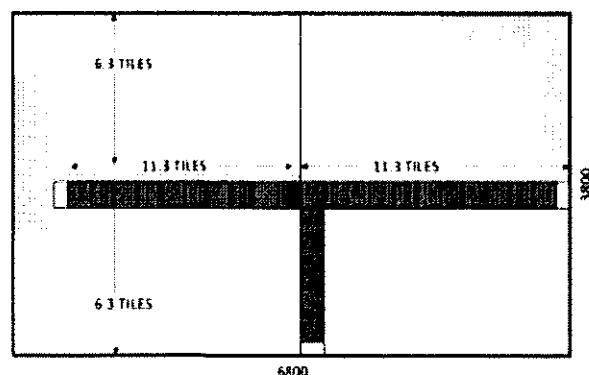


1d. Make a 'dry' run. Without spreading any adhesive, place a row of tiles along the perpendicular chalk lines out to two adjacent walls. (If you are installing over existing tiles, stagger the joints).

Measure the distance between the last FULL tile and the wall. If the space is less than 100mm width, strike a new chalk line 100mm width from the original line. (Erase original line with a damp cloth).

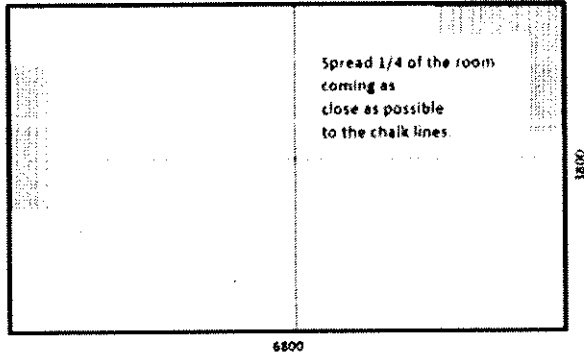
Repeat dry run in both directions until you have a tile with a minimum 100mm width or more at every wall. The point where the last two perpendicular lines cross is the starting point for installing tiles.

Read ALL instructions, warning and recommendations on adhesive container label.



IMPORTANT: PLEASE READ CAREFULLY BEFORE YOU START

1e. Cover $\frac{1}{4}$ of the room with Armstrong Flooring PS-820 vinyl tile adhesive. Allow adhesive to 'set' according to manufacturer's instructions.



NOTE: Cover only the area which can be comfortably installed within the adhesive working time to ensure adequate bonding strength.

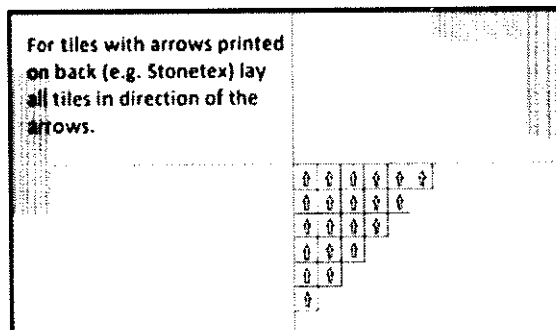
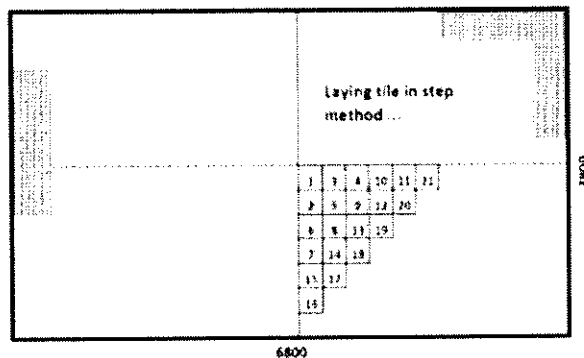
2. Installing your new floor

2.a Starting where the perpendicular lines cross, firmly press the first tile into place. Make sure edges are flush with chalk lines.

Follow margin in the illustration to lay all FULL tiles in the first $\frac{1}{4}$ of the room. Make sure edges are flush against adjoining tiles or chalk line.

Finish installing tiles in the rest of the room. Follow the same steps as before, completing $\frac{1}{4}$ of room at a time.

For a complete bond between tile and sub-floor, tiles **MUST** be rolled using 45kg roller.



3. Cutting in

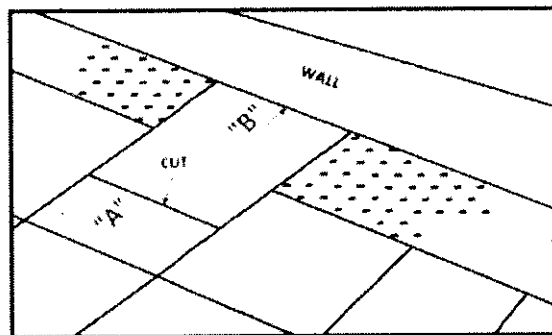
3a. Place a loose tile ("A") exactly on top of the last full tile.

Make sure arrows point in proper direction.

Place another full tile ("B") on top of tile ("A"), with edge against wall.

Using the edge of the top tile ("B") as a guide, mark top of tile ("A") with a knife.

Cut tile ("A") with a knife. Do not cut on top of installed tile.

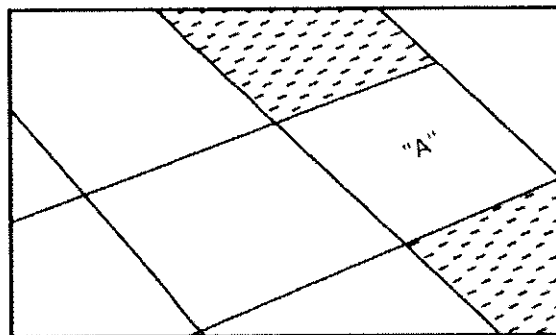


3b. Tile (A) now fits snugly between last full tile and wall.

Press tile firmly into position.

Finish the first $\frac{1}{4}$ of the room by repeating this procedure for the rest of the border tiles.

Roll tiles with a 45kg roller.



NOTE:

- For areas that may be exposed to prolonged periods of sunlight (e.g. in front of large windows) fix tiles using hard set adhesive such as Armstrong Flooring PU-100, as these types of areas may be exposed to broad changes in temperature.
- Ensure correct conditioning procedures are followed.

**ALL ARMSTRONG FLOORING PTY. LTD.
FLOORCOVERINGS, ADHESIVES & ACCESSORIES ARE
MANUFACTURED ASBESTOS FREE**

Vinyl flooring manufactured in Australia after 1st January, 1984 **does not** contain asbestos.

EXISTING RESILIENT FLOORING



Do not sand, dry sweep, dry scrape, drill, saw, bead blast, or mechanically chip or pulverise existing resilient flooring, backing, lining felt or asphaltic 'cut-back' adhesives.

These products may contain either **asbestos fibres** or **crystalline silica**.

Avoid creating dust. Inhalation of such dust is a cancer and respiratory tract hazard.

Smoking by individuals exposed to asbestos fibres greatly increases the risk of serious bodily harm.

Unless positively certain that the product to be removed is a non-asbestos containing material, you must presume it contains asbestos. Regulations may require that the material be tested to determine asbestos content.

Note: Vinyl flooring manufactured in Australia after 1st January, 1984 **does not** contain asbestos.

Disclaimer – Asbestos issues

The warnings and guidance contained in these instructions in relation to the potential for asbestos in floorcovering materials are given in good faith. However, regulations, codes and directives as to the best method of handling asbestos are under continual revision. It is the obligation of the installer to ensure that practices used are safe, without risk to health, and meet all legal requirements.

Armstrong Flooring Pty. Ltd. accepts no liability for any loss, costs, expense or injury, however incurred, arising from the presence of any asbestos in any floorcovering materials or asphaltic 'cut-back' adhesives and/or any reliance placed upon the procedures and recommended practices contained in these instructions.

Initial Care: (upon installation): Must conform to Australian Standard AS1884-2012 Floor Coverings – Resilient Sheet and Tiles – Laying and Maintenance Practices, Section 4.3. "Fast Start" does not constitute a pre-sealed surface.

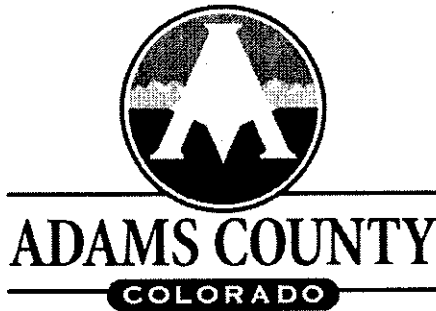
MANUFACTURERS INSTRUCTIONS – To provide a working surface prior to hand-over.

1. Remove all debris. 2. Sweep / vacuum / dust mop. 3. Complete one of the following options.

Option 1 – Scrub floor using a neutral detergent (Armstrong Flooring ONCE 'N DONE). Rinse surface with fresh water. Ensure surface is completely dry then apply a minimum three (3) coats of high quality, metal cross-linked finish (Armstrong Flooring SHINEKEEPER). Allow the surface to dry completely between each coat. Dry burnish.

Option 2 – If floor is badly soiled: strip back floor surface using a low alkali stripper (Armstrong Flooring NEW BE-GINNING). Rinse surface with fresh water. Ensure surface is completely dry, then apply a coat of high quality sealer (Armstrong Flooring PREMIUM SEALER). Allow the surface to dry completely then apply a minimum three (3) coats of high quality, metal cross-linked finish (Armstrong Flooring SHINEKEEPER). Allow the surface to dry completely between each coat. Dry burnish clean floor using a single disc straight line polisher up to 1700RPM (spray burnish if desired using Once 'n Done* floor cleaner). Use white pad only.

**For Further Armstrong Flooring Information
Freecall 1800 632 624
www.armstrongflooring.com.au**



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

Addendum #1

RFP Issue Date: March 7, 2018
RFP Number: IFB-SS-2018.605
RFP Title: VCT Flooring Installation Project - Justice Center

Below are all the questions submitted by Colorado Carpet Center the only mandatory pre-bid attendees:

On the bid for the base is noted as per square feet- this should be per linear feet.

a. Per linear feet. See Revised Attachment C.- Bid Pricing Sheet

It was mentioned during the site walk by Matthew that the County would be moving the furniture, but per the bid documents the flooring contractor is responsible for moving the furniture. Who will be moving the furniture?

a. Adams County will take care of moving furniture.

It was stated during the site walk the VCT is to be installed in the same pattern as currently installed- is this correct or is there a floor plan showing the layout with the two colors selected?

a. Install VCT to match existing pattern.

Is waxing of the VCT required after installation?

a. Adams County will do the waxing after installation.

****Bid submittal date shall be revised to Monday, March 12th.****

END OF ADDENDUM #1

Prepared By: Shannon E. Sprague, CPPB

Date: 3/12/18

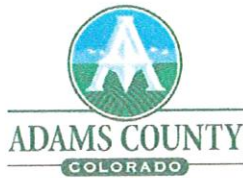
Attachment C. 2018.605 - VCT Tile Flooring Installation Bid Pricing Sheet**

Colorado Carpet Center, Inc.

| Item No. | Item Description | Est. Qty | UOM | Unit Cost Per Sq. Ft. | Total Item Cost |
|---|--|----------|--------|-----------------------|---------------------|
| 1 | VCT Tile – Armstrong VCT tile 12"x12" Style: Excelon, Stonetex – Color: Stone White (52127) and Coal Black (52144). <u>(Technical Specifications to be included in bid submittals)</u> | 6000 | Sq. FT | \$ 3.15 | \$ 18,900.00 |
| 2 | Rubber Base – Roppe 4" – 1/8" TS PR 150 Vulcanized SBR rubber color P150 DARK GREY | 6000 | LF | \$ 1.25 | \$ 7,500.00 |
| 3 | VCT Tile / Rubber Base: Freight/Shipping | 1 | Job | \$ - | \$ - |
| 4 | Project Installation: Removal / Replace VCT Tile & Wall Base Installation, Delivery (Onsite), Set-Up, Labor, Debris Removal | 1 | Job | \$ 27,870.00 | \$ 27,870.00 |
| Project Total Amount : Items 1-4 | | | | | \$ 54,270.00 |

| | | |
|--|-----------|----------------------|
| Project Completion After ARO* - Construction Contract | 10 | Calendar Days |
|--|-----------|----------------------|

*Adams County anticipates project completion for May 31, 2018; All bidders are to provide the most accurate ARO work completion date.



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

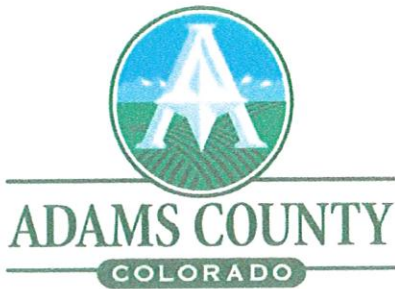
Pricing Form

I. Pricing Form:

1. All bids shall include a completed Attachment C. – VCT Tile Flooring Installation – Pricing Sheet in the Excel format provided on the USB or CD file.
2. All costs must be listed and all itemized rates shall be included in all submittals as specified. All pricing shall include the unit price per square foot for the VCT Tile.
3. Adams County Facility Operations may selectively identify other work to be added or removed from the Scope of Work and shall require that the following unit pricing to be held through December 31, 2018:
4. DO NOT attach a quote.
5. Costs must remain firm for 120 days from time of the submittal due date.

II. Prompt Payment Discount:

| | |
|---|---------------------|
| Percentage of prompt payment discount, if offered | <u>N/A</u> % |
| Total submittal price with discount | \$ <u>54,270.00</u> |



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
CONTRACTOR'S STATEMENT

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

BID SUMMARY

OVERALL TOTAL PROJECT AMOUNT: \$ 54,270.00
(Amount in Figures)

Fifty Four Thousand Two Hundred Seventy DOLLARS.
(Written Amount)

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): #1

Colorado Carpet Center, Inc.

Contractor Name

3/12/18

Date

Signature

Steven Terry Staab

Printed Name

President

Title

7081 E. 56th Ave. Unit B

Address

Commerce City, CO 80022

City, State, Zip Code

Adams

County

720-322-0200

Telephone

720-322-0300

Fax

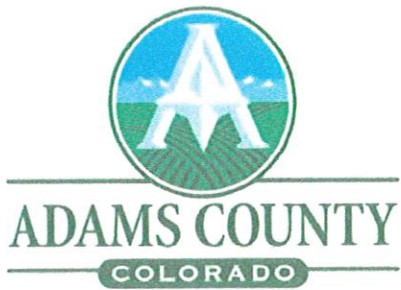
coloradocarpetcenter@msn.com

Email

Adams County Justice Center

Change Order- Additional Areas - EXHIBT A.

| Item No. | Item Description | Est. Qty | UOM | Unit Cost Per Sq. Ft. | Total Item Cost |
|---|--|----------|--------|-----------------------|---------------------|
| 1 | VCT Tile – Armstrong VCT tile 12"x12" Style: Excelon, Stonetex – Color: Stone White (52127) and Coal Black (52144). <u>(Technical Specifications to be included in bid submittals)</u> | 2565 | Sq. FT | \$3.15 | \$ 8,079.75 |
| 2 | Rubber Base – Roppe 4" – 1/8" TS PR 150 Vulcanized SBR rubber color P150 DARK GREY | 304 | LF | \$1.25 | \$ 380.00 |
| 3 | VCT Tile / Rubber Base: Freight/Shipping | 1 | Job | \$ - | \$ - |
| 4 | Project Installation: Removal / Replace VCT Tile & Wall Base Installation, Delivery (Onsite), Set-Up, Labor, Debris Removal | 1 | Job | \$ 10,887.60 | \$ 10,887.60 |
| Project Total Amount : Items 1-4 | | | | | \$ 19,347.35 |



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Colorado Carpet Center, Inc.

Contractor Name

Steven Terry Staab

Printed or Typed Name

Signature

President

Title

3/12/18

Date

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.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Colorado Carpet Center, Inc.

7081 E. 56th Avenue, Commerce City, CO 80022

as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Company

One West Nationwide Blvd., 1-04-701, Columbus, OH 43215-2220

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Adams County Finance Department - Purchasing

Division 4430 S. Adams County Parkway, Brighton, CO 80601

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for VCT Tile Flooring - Phase 1 - Justice Center

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of March, 2018

Colorado Carpet Center, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Nationwide Mutual Insurance Company

(Surety)

(Seal)

By:

Jody L. Anderson
Attorney-in-Fact Jody L. Anderson

(Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

MEMBER

NASBP

NATIONAL ASSOCIATION OF
SURETY BOND PRODUCERS

MOODY INSURANCE AGENCY, INC.

8055 East Tufts Avenue, Suite 1000

DENVER, COLORADO 80237

PHONE: (303) 824-6600

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Jody L. Anderson

in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of \$20,000,000.

Surety Bond Number Bid Bond
Principal Colorado Carpet Center, Inc.
Obligee Adams County Finance Department - Purchasing Division

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017



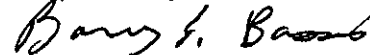
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019



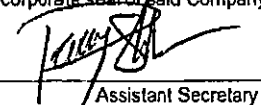
Notary Public
My Commission Expires
April 30, 2019

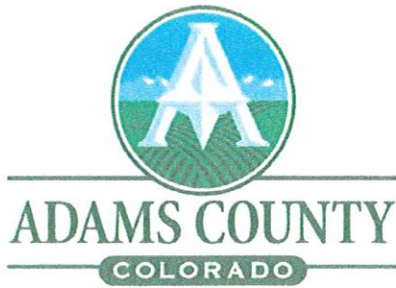
CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 12th day of March, 2018

This power of attorney expires: April 30, 2019


Assistant Secretary



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
SUBMISSION CHECK LIST**

SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

Does your Bid comply with all the terms and conditions of this Solicitation? ☒ YES ☐ NO

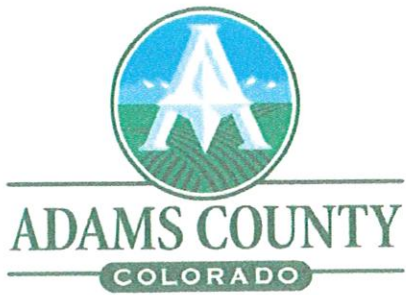
May any other governmental entity avail itself of this Agreement and purchase any and all items specified? ☒ YES ☐ NO

Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement? ☒ YES ☐ NO

Original and the number of copies specified enclosed including electronic copy? ☒ YES ☐ NO

If applicable, have all necessary Bonds been included? ☒ YES ☐ NO

Contractor Certification of Compliance signed and enclosed? ☒ YES ☐ NO



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

| | |
|-------------------------|--|
| Company Name | City of Brighton |
| Address | 500 S. 4 th Ave, Brighton, CO 80601 |
| Reference Name | Bob Brady |
| Reference Email Address | bbrady@brightonco.gov |
| Telephone Number | 303-655-2004 |
| Project Name | Miscellaneous Projects |
| Value | \$ 105,000.00 |

| | |
|-------------------------|--|
| Company Name | State of Colorado Dept. Health & Environment |
| Address | 8100 Lowry Blvd, Denver, CO 80230 |
| Reference Name | Michael Trujillo |
| Reference Email Address | michael.trujillo@state.co.us |
| Telephone Number | 303-692-3677 |
| Project Name | Laboratory Building Floor Repair & Replacement |
| Value | \$ 100,019.50 |

| | |
|-------------------------|--|
| Company Name | Littleton Public Schools |
| Address | 5766 South Crocker St, Littleton, CO 80120 |
| Reference Name | Jett Fuller |
| Reference Email Address | jfuller@lps.k12.co.us |
| Telephone Number | 303-347-3427 |
| Project Name | Littleton High School, East Elementary, Centennial |
| Value | \$ 95,000.00 |

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COLORADO CARPET CENTER, INC.

is a

Corporation

formed or registered on 09/23/1994 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19941107260 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/22/2018 that have been posted, and by documents delivered to this office electronically through 03/23/2018 @ 10:31:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/23/2018 @ 10:31:25 in accordance with applicable law. This certificate is assigned Confirmation Number 10797223 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."