

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 6th day of November 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **VOGEL TRAFFIC SERVICES, INC. D.B.A. EZ-LINER INDUSTRIES**, 1920 Albany Place SE, Orange City, IA 51041, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached **IFB 2014.266** as **Exhibit A** and the Contractor's responses to the IFB 2014.266 attached hereto as **Attachments A1-A3**, and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A3** and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

- 3.1. Term of Agreement: The initial term of this Agreement shall be for sixty (60) days from the date of execution by Adams County Board of County Commissioners, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: Not applicable.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount not to exceed **forty-four thousand, four hundred-fifty-nine dollars and seventy-two cents (\$44,459.72)**, in accordance with the attached fee schedule reference in **Attachment A1** for the initial year.
- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
- 6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

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

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

9. TERMINATION:

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

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, 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. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department: Adams County Front Range Airport
Contact: Bob Lewan, Interim Airport Director
Address: 5200 Front Range Parkway
City, State, Zip: Watkins, Colorado 80137
Office Number: 303.261.9103
E-mail: blewan@ftg-airport.com

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

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

Contractor:

Company: Vogel Traffic Services, Inc. d.b.a. EZ-Liner Industries
Contact: Dave Van Gorp, Vice President
Address: 1920 Albany Place SE
City, State, Zip: Orange City, IA 51041
Office Number: 712.737.4016
E-mail: mike.vanderzwaag@ezliner.com

- 10.8. 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.
- 10.9. 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.
- 10.10. 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.

11. CHANGE ORDERS OR EXTENSIONS:

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

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

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

- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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ATTACHMENT A

(All Documents following this page of the Agreement)

Attachments:

1. Bid, dated October 6, 2014
2. Bidder's Statement/Signature Page for IFB 2014.266, dated October 6, 2014
3. Bidder's Signed Certificate of Compliance for IFB 2014.266, dated October 6, 2014

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EXHIBIT A
(All Documents following this page of the Agreement)

Exhibit:

1. Adams County IFB 2014.266 Paint Striper

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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 an 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 contract 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:

**VOGEL TRAFFIC SERVICES, INC.
DBA EZ-LINER INDUSTRIES**

Company Name

Date

Name (Print or Type)

Authorized Signature

Title

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

Signature Page

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

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By:

[Signature]
County Manager

11/16/14
Date:

**CONTRACTOR
VOGEL TRAFFIC SERVICES, INC.
DBA EZ-LINER INDUSTRIES**

By:

Dave Van Gorp

Name (Print or Type)

October 29, 2014

Date:

[Signature]
Authorized Signature

Vice President

Title

Attest:

Karen Long, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

By:

[Signature]
Attorney's Signature

NOTARIZATION:

COUNTY OF Sioux)

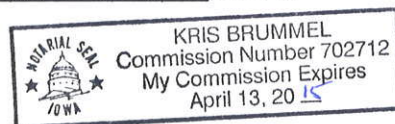
)SS.

STATE OF Iowa)

Signed and sworn to before me this 29th day of October, 2014,

by *[Signature]*,

Notary Public Kris Brummel



My commission expires on: April 13, 2015

**ATTACHMENT A
SUPPLIES OR SERVICES AND PRICES
BID SCHEDULE**

Bidder shall furnish all labor, materials, equipment, and perform all work as specified in Specifications. The quantities shown on the Bid Schedule are for evaluation purposes.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>TOTAL</u>
1	Paint Striper Five (5) Gun High Pressure Airless Self-Propelled	1 each	<u>\$43,808.00</u>	<u>\$ 43,808.00</u>
2	Spare Parts: Filters	2 sets	<u>\$ 325.86</u>	<u>\$ 651.86</u>
TOTAL BID PRICE				<u>\$ 44,459.72</u>

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PO Box 140, Orange City, IA 51041
Ph: 712-737-4016 Fax: 712-737-4148

October 6, 2014

Purchasing Div. of Finance
Adams County Government Center
4430 South Adams County Parkway,
Fourth Floor
Brighton, CO 80601

Bid #2014.266
Paint striper
Bid opening 2:00pm
Wednesday, Oct. 8, 2014

Attn. Purchasing:

Thank you for your interest in EZ-Liner's model 2600 airless self-propelled striper. As the OEM of the AL2600, we offer a wealth of knowledge and the best service possible due to your direct contact with us. We guarantee that our product will meet the specs given in the bid packet. The AL2600 also has additional features that make it the superior to other units on the market. Below is a list of features of the AL2600 and the benefits gained from them:

AL2600 Features	Benefits Gained
Three 2.8 gpm paint pumps	Larger pumps mean less cycles per gallon which translates to less wear. It also allows for consistent mil thickness and more feet per day painted due to more flow.
Large capacity 13.2 cfm compressor	Quicker response. Cooler air temps. Longer life. Capacity to properly operate a 5 gun system.
Two stage air dryer system	Drier air eliminates clumping beads and the need to empty tanks between jobs. This increases the quality of the job and decreases labor between jobs. It also keeps moisture from damaging components.
Air over electric solenoid actuated guns	No "half-on" issues as experienced with cable actuated guns. Less potential wear on ball seats of guns. Less chance of guns failing to shut off due to paint build-up. The air actuated guns also make it easier to meet the new FAA advisory circular AC150/5340-1K that mandates automatic glass bead dispensing
Large 25 HP engine	Enough power to drive the wheels without robbing power to pump paint.
Separate hydraulic system for drivetrain and paint pumps	Variations in propulsion demands will not affect line quality (width & mil thickness). The reservoir has a filter for longer, more dependable operation.
Large 11 gallon hydraulic reservoir with magnetic bottom	Since there is more oil, it tends to stay cooler which in turn means less wear. The magnet in the tank catches debris that can cause wear and plug filters. For additional filtration, there are filters on both the suction side and return side. This extends the life of the pump and other hydraulic components.
Large capacity hydraulic pump for paint pumps	Our larger hydraulic pump guarantees that the pumps will have sufficient flow and pressure to be productive. It also contributes to the quality of the job.

Please consider the following proposal:

Pro Series AL2600 airless pusher propelled striper to meet all of Sect. 15.1 & 15.2

Incl. 2 sets of service manuals and list of recommended replacement parts.

Total	\$39,350.00
End of year special	-\$ 2,750.00
Total after discount	\$36,600.00

Training:

Provide eight (8) hours of training on unit after delivery.

Total	\$ 750.00
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Spare Parts:

Provide two (2) sets of each filter *(some filters may only need to be replaced every 2 to 5 years.):*

Engine oil p/n 248-65801-00 (total of 2) (annual replacement)
(\$34.58 each) \$69.16 total

Air dryer (LeMan A28-01-1116) Service kit 050 SKA kit (total of 2) (as needed – has indicator) (\$120.00 each) \$240.00 total

Return side hyd. filter (on reservoir) p/n C28-01-3088 (total of 2) (as needed – has indicator) (\$90.00 each) \$190 total

Hydraulic filter on pusher p/n (Donaldson) DON P550426 (total of 2) (as needed) (\$17.28 each) \$34.56 total

(2) HP paint screens p/n 651422-70 (total of 4) (as needed – can be cleaned) (\$29.50 each) \$118.00 total

Total	\$ 651.72
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Trailer for transportation of paint striper

Trailer suitable to fit paint striper and material for transportation (14 ft low angle tilt bed)

Total <i>(Trailer to be purchased at your option – can be deleted)</i>	\$ 6,458.00
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Delivery of AL2600, spare parts and trailer

Price includes delivery if items

Grand Total of above pricing	\$44,459.72
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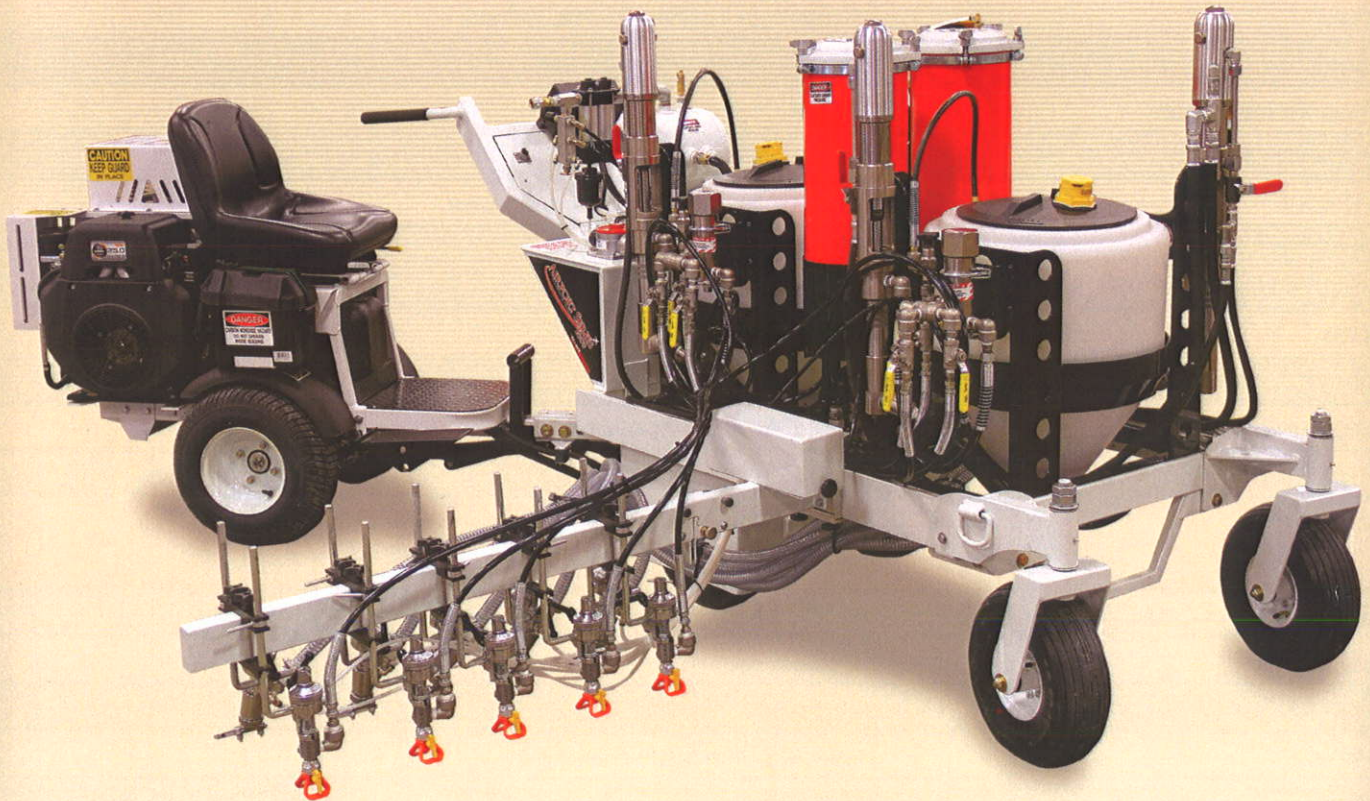
This model is available for delivery 20 *working* days ARO. For your convenience, the quote is good for 90 days. Terms are net 30 for government entities. Please don't hesitate to contact me if you have any questions about this proposal.

Sincerely,

Dick Bjork – EZ-Liner Industries
[Cell: 806-509-3999]
dick.bjork@ezliner.com

Mike Vander Zwaag - EZ-Liner Industries
[Office: 800-373-4016] [Cell: 712-360-1204]
mike.vanderzwaag@ezliner.com

EZ-LINER



AL2600 SERIES

TWO COLOR SELF PROPELLED WALK BEHIND

- Simultaneous 2 Color painting capability
- 200# bead capacity
- Large 30 gallon paint capacity
- Pressurized beads with individual on/off switches
- 5 Paint and bead guns
- Green with one power pack for pusher & painter
- Isolated hydraulics for drive and paint system.
- Applies 36" wide stripe in one pass
- Higher quality paint control
- 15 amp power plant for aux. power components
- 25 HP Subaru Motor
- 11 GPM hydraulic pump
- 13 CFM air compressor with dual stage dryer
- New simple gun bar design for no tool gun adjustments

www.ezliner.com

1920 Albany Place S.E. • Orange City, Iowa 51041 • PH: 712-737-4016 or 800-373-4016 • FAX: 712-737-4148

AL2600 SPECIFICATIONS

Line Width Range	36" Plus
Max. Operating Pressure	3000 psi (1500 Hydraulic)
Power Source	25 HP Subaru Robin Engine, Electric Start
Paint Pump	As many as 3 - 2.8 GPM, 1.9:1 ratio, 3000 max
Pump Drive	Hydraulic - Dedicated to paint system
Paint Pump Max Inlet Pressure	1500 psi
Paint Pump Cycle Rate	40 per gallon
Electrical System	12 Volt DC, 165 CCA Battery, 30 Amp Alternator
Paint Outlet Filter -- Element -- Filter Area	6" Filter, 70 Micron Filter 18 sq. in
Gun, Airless	Graco Air Actuated
Hose, Airless	3300 psi rating
Tips, Airless Striping, supplied per gun	Range of .019 - .035 tips as needed
Operator's Manual	Provided
Air Compressor	13.2 CFM, Piston Type with bleader valve 7.2 CFM at 100 psi
Hydraulic Pump	11 GPM
Hydraulic Reservoir	11 Gallons
Pusher Hyrdaulic Reservoir	5 QT
Pusher Drive	Hydrostatic - Isolated from paint system
Drive Speeds	10 MPH Plus
Bead Tanks	Pressurized Capacity / Type 2: 75 lbs Type 3: 115 lbs each tank
Bead Gun	Graco, Air Actuated
Paint Tank	2 - 15 gallon tanks
Weight - Unit - Unit Crated	1750 lbs 2000 lbs (approx.)
Air Dryer	Laman Dual Stage

EZ-LINER SERVICE FEATURES



Shipped from in-stock inventory or custom designed to meet your specifications.



We deliver domestically and worldwide with training on-site by the most qualified technicians in the industry.



Over 50 years of combined experience in our customer service department.



EZ-LINER LIMITED WARRANTY

EZ-Liner warrants all equipment manufactured by it and bearing its brand names to be free from defects in material and workmanship at the time of sale by EZ-Liner or an authorized EZ-Liner distributor. EZ-Liner will for a period of twelve months from the date of sale, repair or replace any part of the equipment proven defective. Repair or replacement under this warranty shall be purchaser's sole remedy for breach of the warranty. Products furnished by but not manufactured by EZ-Liner (such as chassis, engines, compressor, etc.) will carry only the warranty of the original equipment manufacturer.

This warranty shall not apply if the product has been subject to misuse, negligence, accident or tampering or has not been operated in accordance with EZ-Liner's recommendations. This warranty does not cover and EZ-Liner shall not be liable for any damage, wear or malfunction caused by improper or inadequate maintenance, or substitution of components not supplied by EZ-Liner. Warranty does not apply to normal wear and tear due to equipment operation or to consumable replacement parts.

This warranty applies only to the original purchaser and only when the equipment is operated and maintained in accordance with EZ-Liner's written recommendations or instructions. Purchaser must, with transportation prepaid, return the equipment claimed to be defective to EZ-Liner for verification of the claimed defect. If the alleged defect is verified, EZ-Liner will, at EZ-Liner's option, repair or replace any defective parts. The equipment will be returned including prepayment of transportation charges to the original purchaser. Expedited fees will be paid by the customer if requested. If no defects in material and workmanship are found, repairs will be made by EZ-Liner at a reasonable charge. Charges may include the cost of parts, labor and freight.

EZ-LINER DISCLAIMS TO THE FULL EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY NON CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITY BASED ON NEGLIGENCE OR STRICT LIABILITIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

Every form of liability is expressly excluded and denied for direct, indirect, special or consequential damages or loss. The warranty shall be in lieu of any other warranty expressed or implied. The terms of this warranty constitute purchaser's sole and exclusive remedy. In no case shall EZ-Liner liability exceed the amount of the purchase price. Any action for breach of warranty must be brought within one (1) year of the date of sale or in service date.

The following list is intended to act only as an example of these warranties, which are subject to change without notice but may not be limited to only the following:

- ❖ Industrial/Commercial engines carry a one year limited warranty
- ❖ Air compressors carry a one year limited warranty
- ❖ ASME pressure pots are pressure tested, certified and carry a one year limited warranty
- ❖ Bead guns carry a one year limited warranty
- ❖ Hydraulic pumps carry a one year warranty
- ❖ Paint pumps carry a one year limited warranty
- ❖ Airless guns carry a one year limited warranty
- ❖ Air solenoids carry a one year warranty
- ❖ Electronic controllers carry a one year limited warranty

For a list of wearable items, see AD-0002-DOC, Rev A – EZ-Liner Warranty-Wearable Parts.

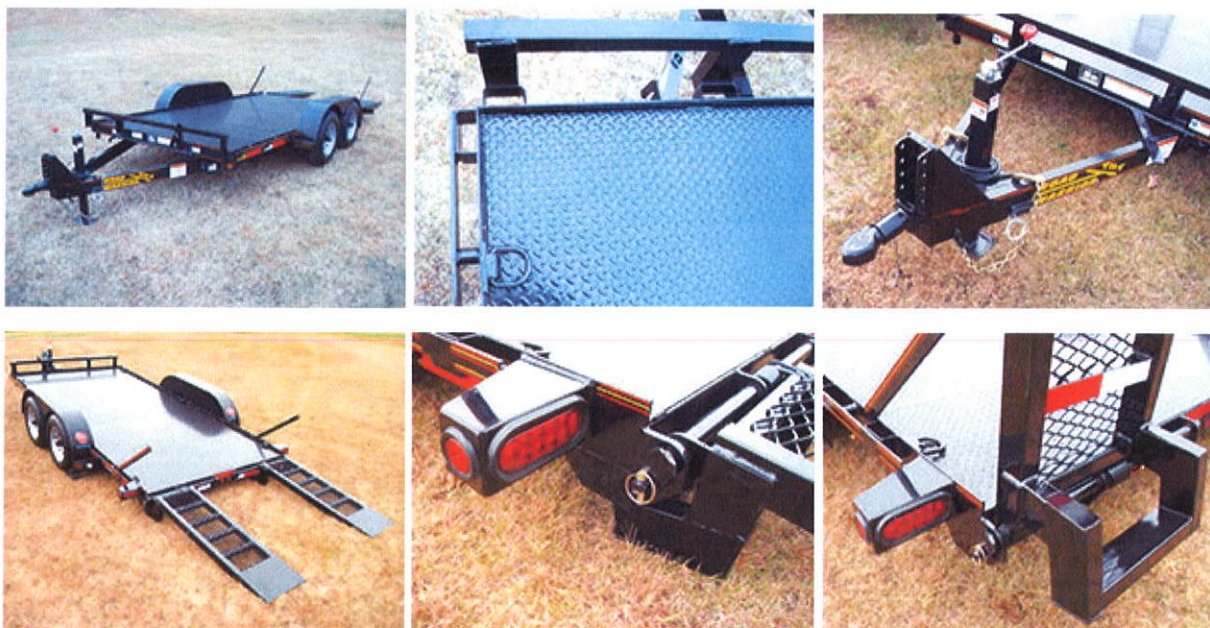
EZ-LINER LIMITED WARRANTY

Wearable Parts

Belts
Wear pads
Bushings
HP Paint Pump Packing's
LP Paint Pump Kits
Fitters
Tires
Lubricants
Paint Gun Packing's
Bead Gun Packing's
Batteries
Lamps
Hoses
Paint tips
Tip guards
Bead tips
Bead deflectors
Air solenoids
Seat coverings
Check valves
Limit switches (stroke counter switches)
Headsets
Vents (pressure equalization on vents on paint tanks)
Sensors
Rollers (specifically related to the Ultra Guard and ZVBD)
String Pot (on the EZ-Carriage Control)

SUBJECT TO CHANGE WITHOUT NOTICE

5 Ton Low Angle Tilt Bed Trailer



Specifications - 5 Ton Low Angle Tilt Bed Trailer:

Low 5 ½ degree load angle

EZ Lube hubs

Weight Rating: 10,000 LBS. GVWR w/evenly distributed load

Axle: 2 - 5,200# electric brakes w/ez-lube, safety breakaway w/charger

Suspension: 5 leaf double eye springs

Tires & Wheels: ST225/75 D15 load range D tires, 6x5.5 bolt pattern silver mod wheels

Fenders: 10 3/4"x72" 14 ga. treadplate teardrop

Hitch: Adjustable 2 5/16" ball or pintle with H.D. safety chains

Jack: 7,000# topwind, drop leg

Structural: Special frame, 5" x 3" x 1/4" boxed w/3" x 2" x 3/16", 3" channel crossmembers (12"centers), 5" channel tongue, 1/8" steel treadplate floor

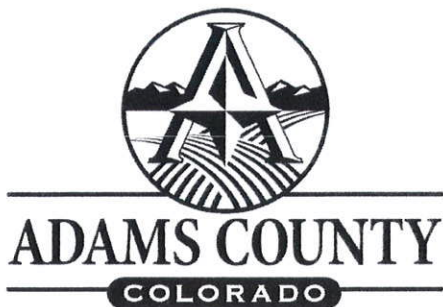
Tie Downs: Stake pockets and rub rail, 6 d-rings

Tilt: Gravity tilt w/special cam lock bed latch system

Ramps: 5' tall x 18" wide spring assist w/ramp knees that cantilever under tail of trailer during loading

Electrical: All required lighting, LED lights, license bracket w/light, sealed factory wiring harness w/7 way connector, microprismatic reflective tape

Paint: Phenolic epoxy ester primer w/acrylic finish



INVITATION FOR BID
2014.266
PAINT STRIPER

BIDDER'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
If None, Please write NONE

Vogel Traffic Services, Inc. dba EZ-Liner Industries	<u>10-6-14</u>
Company Name	Date
1920 Albany Place SE	<u>Dave Van Gorp</u>
Address	Signature
Orange City, IA 51041	Dave Van Gorp
City, State, Zip Code	Printed Name
Sioux	Vice President
County	Title
712-737-4016	712-737-4148
Telephone	Fax
mike.vanderzwaag@ezliner.com	
E-mail Address	

BIDDER'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Bidder hereby certifies that at the time of this certification, Bidder does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Bidder will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

BIDDER:

Vogel Traffic Services, Inc.
dba EZ-Liner Industries
Company Name

10-6-14
Date

Dave Van Gorp
Name (Print or Type)


Signature

Vice President
Title

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

ADAMS COUNTY FORMAL INVITATION FOR BID
2014.266

PAINT STRIPER

**All documents and Addendum related to this BID
will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

BID ISSUANCE

Date: September 12, 2014

BID OPENING

Date: Wednesday, October 8, 2014

Time: 2:00 p.m.

Location: Adams County Government Center
4430 South Adams County Parkway
Brighton, Colorado 80601



GENERAL INSTRUCTIONS

1. Adams County Board of County Commissioners (BOCC) by and through its Purchasing Division of Finance is accepting bids from vendors for the purchase and delivery of a paint striper for Adams County Front Range Airport located at 5200 Front Range Parkway, Watkins, Colorado 80137.
2. **All documents and addendums related to this IFB will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1 Bidder must register with this service to receive these documents.
 - 2.2 This service is offered free or with an annual fee for automatic notification services.
 - 2.3 Addendums may be issued at any time prior to the time set for receipt of bids.
3. Bids
 - 3.1. Sealed bids for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. on **Wednesday, October 8, 2014**.
 - 3.2. The bid opening time shall be according to the County receptionist's clock on the first floor.
 - 3.3. Bids will be publicly opened and read aloud at this time.
 - 3.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, Bid Number, and the project name, time and date of the bid opening.
 - 3.5. No bids will be accepted after the time and date established, per section 5.1 above, except by written addenda.
 - 3.6. The two (2) required signature pages at the end of this document, "**BIDDER'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "**BIDDER'S SIGNATURE PAGE**" acknowledging the receipt of addendum(s), if applicable, must be signed and included in the proposal packet.
4. Issuance of this invitation does not commit the County to award any contract or to procure or contract for any equipment, materials or services.

5. BID REQUIREMENTS

- 5.1. **Format.** Bidder must submit sealed bid in one (1) original CD as a .pdf file, and **one** (1) unbounded hardcopy.

- 5.2. All bids must be signed.
- 5.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 5.4. Bids may not be withdrawn after date and hour set for closing.
- 5.5. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 5.6. The County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside with the IFB number and solicitation name.
- 5.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 5.8. Bids must be submitted in the format described in Section 7.1 above. Failure to submit bid on the bid form and in the format described in Section 7.1 above may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 5.9. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 5.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 5.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from bidders who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible bidders, and may require new bids.
- 5.12. The Board of County Commissioners may rescind the award of any bid within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

- 5.13. Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, E-mail, or facsimile machines are not acceptable.
- 5.14. If a formal contract is required, the bidder agrees and understand a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
6. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule or regulation shall give the County the right to terminate this agreement for cause.
7. Adams County is an equal opportunity employer.
8. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
9. **INSURANCE:** The Bidder agrees to maintain insurance of the following types and amounts:
 - 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

9.1.1. Each Occurrence	\$1,000,000
9.1.2. General Aggregate	\$2,000,000
 - 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

9.2.1. Bodily Injury/Property Damage	\$1,000,000 (each accident)
9.2.2. Personal Injury Protection	Per Colorado Statutes
 - 9.3. Workers' Compensation Insurance: Per Colorado Statutes
 - 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

9.4.1. Each Occurrence	\$1,000,000
9.4.2. This insurance requirement applies only to Bidders 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.	

- 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Bidder shall promptly obtain a new policy, submit the same to the Purchasing Manager of the County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Bidder to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Bidder in obtaining and/or maintaining any required insurance shall not relieve the Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.
10. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Bidder shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 10.1. The Bidder shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324 a 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.
 - 10.2. The Bidder shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 10.3. The Bidder shall not enter into a contract with a subcontractor that fails to certify to the Bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 10.4. At the time of signing this public contract for services, the Bidder 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.
 - 10.5. The Bidder 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.
 - 10.6. If Bidder obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Bidder shall: notify the subcontractor and the County within three days that the Bidder 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

14. **STATEMENT AND SCOPE OF SERVICES**

14.1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from vendors for the purchase and delivery of a paint striper for the Front Range Airport (referred to hereafter as the "County"), located at 5200 Front Range Parkway, Watkins, Colorado 80137.

15. **SCOPE OF SERVICES**

15.1. The County is looking for a ride on, gasoline engine driven with electric start, high pressure, and self-propelled hydraulic powered airport line striper. This striper must be suitable for simultaneous two (2) color striping applications. Striper machine must be equipped with a pressurized bead system with individual on/off bead guns to comply with FAA mandates of no beads on black. The striper must be able to paint up to a 36" wide single line with even mil thickness and accurate bead dispersing to achieve high retro reflectivity readings. The striper must be capable of applying oil based or latex traffic paint and shall include stainless steel wetted components where available.

15.1.1. The unit must come with a trailer for transportation, two (2) full sets of service manuals, two (2) full sets of filters, and eight (8) hours of training on the unit once delivered. List of recommended replacement parts to keep on hand and include one (1) set with delivery.

15.2. Specifications: Five Gun High Pressure Airless Self-Propelled Paint Striper, or an approved equal.

15.2.1. **Engine** (located on integrated pusher unit)

25 hp four-cycle gas engine with electric start. Engine must have a choke, throttle, and starter controls accessible from the operating position. Engine must feature aluminum alloy bore for cooler operation and float carburetor.

15.2.2. **Integrated Pusher Unit**

Dual foot peddles activated drive with separate hydraulic pump capable of speeds up to 14 mph. Two (2) pneumatic wide traction tires with dynamic braking, dual wheel locking brake system, and safety engine switch. Hydrostatic pump, dual hydraulic wheel motors, and high capacity oil system (4.5 quarts or more). Three (3) position comfortable padded seat. Powder coated finish.

15.2.3. **Electrical System:**

Power for the electrical system to be provided by a 12 volt 165 CCA battery housed in a protective, heavy-duty case with removable top. A 25 amp charging system shall be included.