

**PUBLIC CONTRACT FOR SERVICES**

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **C3 INTERIORS LLC**, authorized to do business in Colorado (the “Consultant”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

**RECITALS**

**WHEREAS**, the County advertised and awarded (IFB #008-24) to C3 Interiors, LLC, for furnishing all labor, tools supplies and equipment, and everything necessary and required to complete carpet replacement in the DA and Probation 2<sup>nd</sup> Floor area at the Robert A. Christensen Justice Center; and

**WHEREAS**, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

- 1. LINE OF AUTHORITY:** Troy Bahr, Facilities Manager (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Contract.
  
- 2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **one hundred sixty-four thousand four hundred sixty-three dollars and ninety-six cents (\$164,463.96)** for the Term of this Contract. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**5. TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on this **MARCH 1, 2026**, and terminate at 12:00 a.m. on **OCTOBER 1, 2026**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

**6. INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days or within a mutually agreed-upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

**8. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save

harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

**9. INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**11. ASSIGNMENT:** The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

**13. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines, and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

**14. ASSIGNMENT OF COPYRIGHTS:** The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

**15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The

Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

**16. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to:	Douglas County Attn: Luanne Lee 100 Third Street Castle Rock, CO 80104 Ph: (303) 660-7351 Email: <a href="mailto:llee@douglas.co.us">llee@douglas.co.us</a>
with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Ph: (303) 660-7414 Email: <a href="mailto:attorney@douglas.co.us">attorney@douglas.co.us</a>
and by the County to:	C3 Interiors, LLC Attn: Nick Vogelsberg 3677 S. Huron St #105 Englewood, CO 80110 Ph: (303) 221-0992 E-mail: <a href="mailto:nick@c3interiors.com">nick@c3interiors.com</a>

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**17. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**18. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant

expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**19. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

**20. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**21. NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**22. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

**23. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> This Contract, Sections 1 through 29
- 2<sup>nd</sup> Exhibit C- Insurance Requirements
- 3<sup>rd</sup> Exhibit A- Scope of Services
- 4<sup>th</sup> Exhibit B- Method of Payment

**24. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

**25. CONFLICT WITH EXHIBITS:** If any Exhibit to this Contract, conflicts with the express terms of the Contract proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the contract are superior, supersede, and prevail.

**26. ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any

commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

**27. INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

**28. COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

**29. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

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## EXHIBIT A SCOPE OF SERVICES



Proposal

3677 S Huron St #105  
Englewood, CO 80110  
P: 303-221-0992  
F: 303-221-3032

Proposal#	30425
Customer PO	
Contract #	
Date	2/9/2026
Sales Person 1	Nick Vogelsberg
Sales Person 2	

**Acct # 84**  
For: **303.663.7707 Fax**

**Job Site:**

**Douglas County Government**  
3026 N. Industrial Way  
Castle Rock, CO 80109

**DC Justice Center - 2nd Floor DA's**  
4000 Justice Way  
Castle Rock, CO 80109

Type	Product Description Labor Description	Color / Item # Area	Total
<b>Carpet</b>			
<i>Materials</i>	Bentley Discord Color Clamor 402250 with Afirma Backing 18x36 4DCT50AA1K		\$19,857.50
<i>Labor</i>	Demo existing carpet, install carpet tile with furniture moving and LIFT on OT		\$8,831.40
<b>Carpet</b>			
<i>Labor</i>	Demo existing RB on OT		\$435.48
<b>Labor</b>			
<i>Labor</i>	Demo existing and install new carpet tile in elevator		\$285.71
<b>Adhesive</b>			
<i>Materials</i>	Healthbond Ultra Green Adhesive	4 Gal Pail	\$800.00
<b>Wall Base</b>			
<i>Materials</i>	4" rubber cove base sticks	Dark Brown	\$1,368.00
<i>Labor</i>	Install rubber base on OT		\$1,764.84
<b>Transition</b>			
<i>Materials</i>	CTA-XX-A at CPT/LVT	Dark Brown	\$27.72
<i>Labor</i>	Install rubber transition		\$36.96
<b>Transition</b>			
<i>Materials</i>	EG-XX-G at CPT/Conc	Dark Brown	\$27.72
<i>Labor</i>	Install rubber reducer		\$36.96
<b>Labor</b>			
<i>Labor</i>	Scrape residual adhesive		\$2,103.30
<b>Labor</b>			
<i>Labor</i>	Minor floor prep		\$350.00

**Continuation For: Douglas County Government, Quote # 30425**

Type	Product Description Labor Description	Color / Item # Area	Total										
<i>Information</i>			<i>Total</i>										
**Furniture moving and LIFT labor included **All labor assumed after normal business hours **All breakables, personal, sensitive items and electronics to be moved by tenant prior to arrival			<table border="1"> <tr><td>Labor</td><td>\$13,844.65</td></tr> <tr><td>Materials</td><td>\$22,080.94</td></tr> <tr><td>Contract Total</td><td>\$35,925.59</td></tr> <tr><td>Sales Tax</td><td>\$0.00</td></tr> <tr><td><b>Grand Total</b></td><td><b>\$35,925.59</b></td></tr> </table>	Labor	\$13,844.65	Materials	\$22,080.94	Contract Total	\$35,925.59	Sales Tax	\$0.00	<b>Grand Total</b>	<b>\$35,925.59</b>
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Contract Total	\$35,925.59												
Sales Tax	\$0.00												
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<table border="1"> <tr><td>Date</td><td>Ck #</td></tr> <tr><td>Deposit</td><td></td></tr> </table>			Date	Ck #	Deposit								
Date	Ck #												
Deposit													



# Proposal

3677 S Huron St #105  
 Englewood, CO 80110  
 P: 303-221-0992  
 F: 303-221-3082

Proposal#   
 Customer PO   
 Contract #   
 Date   
 Sales Person1   
 Sales Person 2

**Acct # 84**  
 For: **303.663.7707 Fax**

**Job Site:**

**Douglas County Government**  
**3026 N. Industrial Way**  
**Castle Rock, CO 80109**

**DC Justice Center - 2nd Floor Probations**  
**4000 Justice Way**  
**Castle Rock, CO 80109**

Type	Product Description Labor Description	Color / Item # Area	Total
<b>Carpet</b>			
<b>Materials</b>	Bentley Discord Color Clamor 402250 with Afirma Backing 18x36 4DCT50AA1K		\$71,825.00
<b>Labor</b>	Demo existing carpet, install carpet tile with furniture moving and LIFT on OT		\$32,094.60
<b>Carpet</b>			
<b>Labor</b>	Demo existing RB on OT		\$1,515.06
<b>Labor</b>			
<b>Labor</b>	Demo existing and install new carpet tile in elevator		\$285.71
<b>Adhesive</b>			
<b>Materials</b>	Healthbond Ultra Green Adhesive	4 Gal Pail	\$3,000.00
<b>Wall Base</b>			
<b>Materials</b>	4" rubber cove base sticks	Dark Brown	\$4,879.20
<b>Labor</b>	Install rubber base on OT		\$6,126.12
<b>Transition</b>			
<b>Materials</b>	CTA-XX-A at CPT/LVT	Dark Brown	\$55.44
<b>Labor</b>	Install rubber transition		\$73.92
<b>Transition</b>			
<b>Materials</b>	EG-XX-G at CPT/Conc	Dark Brown	\$55.44
<b>Labor</b>	Install rubber reducer		\$73.92
<b>Labor</b>			
<b>Labor</b>	Scrape residual adhesive		\$7,653.96
<b>Labor</b>			
<b>Labor</b>	Minor floor prep		\$900.00

**Continuation For: Douglas County Government, Quote # 30426**

Type	Product Description Labor Description	Color / Item # Area	Total
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*Information*

\*\*Furniture moving and LIFT labor included  
 \*\*All labor assumed after normal business hours  
 \*\*All breakables, personal, sensitive items and electronics to be moved by tenant prior to arrival

<i>Total</i>	
Labor	\$48,723.29
Materials	\$79,815.08
Contract Total	\$128,538.37
Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$128,538.37</b>
Date	Ck #
Deposit	

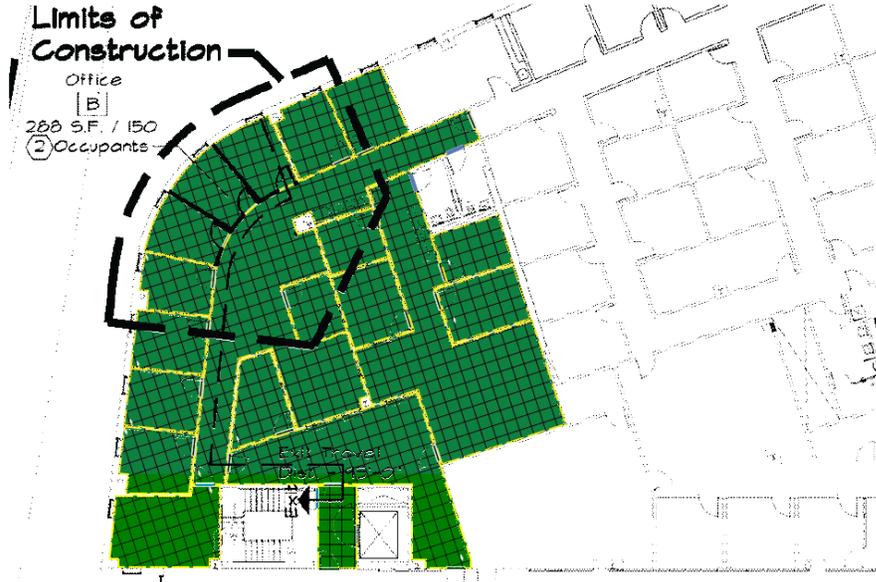
- CPT-1 - BENTLEY MILLS
- RB-1 BASE AT CARPET
- TRAN-CPT TO CON
- TRAN-CPT TO VCT

C3 Interiors, LLC  
Commercial Carpet Contractors

NB

**Limits of Construction**

Office  
[B]  
200 S.F. / 150  
(2) Occupants



DA Office Remodel  
4000 Justice Way  
Castle Rock, CO 80109

02/01/2024 Plan  
DLH/Arch

DATE: 02/13/26

TITLE: DA's 2nd

PAGE: 1

- CPT-1 - BENTLEY MILLS
- RB-1 BASE AT CARPET
- TRAN-CPT TO CON
- TRAN-CPT TO VCT
- TRAN-CPT TO EXIST CER

C3 Interiors, LLC  
Commercial Carpet Contractors

NB

**Limits of Construction**

Office  
[B]  
200 S.F. / 150  
(2) Occupants



DA Office Remodel  
4000 Justice Way  
Castle Rock, CO 80109

02/01/2024 Plan  
DLH/Arch

DATE: 02/13/26

TITLE: Probation 2nd

PAGE: 2

**ADD \$ 5.00/ sy if adhesives in areas to receive new carpet tiles are not removed by GC.**

**THIS PROPOSAL VALID FOR THIRTY (30) DAYS WITH APPROVED CREDIT.**

**All materials will be billed at the time of approval. All special Orders will require a deposit prior to ordering.**

**\*IMPORTANT\* SEE PAGE TO FOLLOW FOR EXCLUSIONS / CLARIFICATIONS AND SIGNATURE LINES**

**ALL ON GRADE OR BELOW GRADE SLABS SHOULD BE MOISTURE TESTED BY GC OR OWNER. C3 WILL NOT WARRANTY ANY MOISTURE RELATED FAILURES FROM EXCESSIVE SLAB MOISTURE OR ALKALINITY.**

**\*\*\*IMPORTANT: C3 INTERIORS USES 2ND TIER SUBCONTRACTORS FOR ALL INSTALLATION. MOISTURE TESTING & MITIGATION TO BE DONE BY OWNERS OR GENERAL CONTRACTOR. IF CARPET TILE IS PRICED, ADD \$5.00 PER SQUARE YARD IF OLD ADHESIVES ARE NOT REMOVED BY GC. ANY FINISH OR SCOPE NOT SPECIFICALLY PRICED IN THIS PROPOSAL IS EXCLUDED.**

C3 Interiors will furnish all materials and/ or labor as described herein. Price includes all applicable freight and taxes. Customer agrees to provide adequate lighting, power, vertical access and temperature control. Customer is subject to payment for stored materials. C3 Interiors will not accept back-charges for trade damage without the option to inspect and correct claims. Client represents that the Property and Project are free from environmental hazards including but not limited to asbestos containing material. C3 will perform no independent investigation to determine the existence of environmental hazards, including but limited to asbestos containing material. Client shall hold harmless, indemnify and defend C3 against any loss, damage, claim or liability arising out of or in connection with any threat, spill or presence of any hazardous substance, including but not limited to asbestos containing material at the project. C3 Interiors is not responsible for any claims or liquidated damages arising from delays caused by material manufacturers. Seam placement of roll goods is subject to manufacturer roll lengths. In any action or proceeding, including arbitration, between parties relating to the agreement or to the work, labor and materials furnished to the project or to the project, the prevailing party in any such action or proceeding shall be entitled to recover all attorney's fees, costs, and expenses incurred therein. All projects totaling \$100,000.00 or more will be material billed at the time the materials are ordered with the balance due in full the day the materials ship. All custom material will need to be paid for prior to it being released by C3 Interiors.

EXCLUSIONS: Unless specifically included, this proposal excludes the following items: (1) Major floor preparation consisting of any work beyond typical sweeping, filling of small holes, saw cuts, and shrinkage or expansion cracks in the slab. Examples of major floor preparation include, but are not limited to: the removal of chemicals, gypsum compound or other foreign substances from the substrate; Any corrective work required to achieve a smooth trowel finish (skim coating); Any work required to bring the sub-floor to a degree of flatness required by the owner such as floating, leveling, or grinding; Nailing and filling or sanding of irregularities at wood substrates. (2) Moisture testing/remediation. Moisture testing of slab to be accomplished by Owner and Owner's decision to proceed with flooring installation shall serve as the owner's representation to C3 that the slab is suitable as a substrate for the material to be installed. C3 Interiors' Installation Warranty does not include any moisture related floor failures. By releasing C3 to install flooring on the slab substrate in it's current condition, you are hereby relieving C3 of any moisture-related material or labor failures. (3) Asbestos control/abatement. (4) Extra material stock beyond floor coverage. (5) Premium labor hours (holidays, weekends, and weekdays from 4PM to 5AM). (6) Phasing. (7) Furniture/equipment moving. (8) Premium or custom color selections on unspecified products. (9) Epoxy Grout and/ or cracks-isolation membrane and/ or waterproof membrane. (10) Post-installation maintenance including vacuuming; buffing, waxing, sealing, cleaning and protection. OTHER: (11) This proposal and all of it's terms and conditions and the contract amendment shall be attached to and become a part of any Contract entered into by C3 Interiors, LLC. All Agreements contingent upon negotiated written contract. (12) The

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proposal upon acceptance is subject to the satisfactory credit approval by C3 Interiors, LLC. Terms are Net 30. Customer will be responsible for any costs or fees incurred in the collection of any past due invoices, including attorney fees, and understands that past due invoices are subject to a 1.5% monthly finance charge. Any "paid-when/If -paid" clause will not be included in this contract. The percentage of retainage must be the same as shown in the contract document. The final retainage will be paid within 90 days after the completion of the project. (13) This proposal may be withdrawn if not accepted within 60 days. (14) INSURANCE: C3 Interiors, LLC has extensive insurance coverage beyond the standard for our trade. Any additional coverage's required not already in place, will be at the expense of the customer.

FLOORING: NWFA states that the constant relative humidity for wood installation be between 35% - 65%. Denver, Colorado (and surrounding areas) are never within that range. GC must take steps to acclimate rooms where wood is to be installed to meet that relative humidity standard. Regardless, none of C3 Interiors' warranties include any humidity related floor failures.

**EXHIBIT B**  
**METHOD OF PAYMENT**

The Contractor will invoice the County monthly for services and will be paid within the Net 30 terms.

**Billing Information:**

Douglas County Facilities  
3026 North Industrial Way  
Castle Rock, CO 80109

Please email all invoices to **ffessadmin@douglas.co.us**.

1. Quote # 30425  
Total: \$35,925.59

2. Quote # 30426  
Total: \$128,538.37

**Contract Total: \$164,463.96**

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Insurance.

1. The Consultant agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

(d) Professional Liability Insurance Coverage in an amount not less than One Million Dollars (\$1,000,000.00), and Consultant shall maintain such coverage for at least two (2) years from the termination of this Contract.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include Douglas County as a Certificate Holder and name Douglas County, its officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include Douglas County as a Certificate Holder. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3. The certificates of insurance will be attached to this Contract as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler  
Douglas County  
Risk Management  
100 Third Street  
Castle Rock, Colorado 80104

4. The Consultant will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this Contract.

6. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

**Approved by:** \_\_\_\_\_  
Megan Datwyler  
Risk Manager