

**ADAMS COUNTY**  
**CONSTRUCTION CONTRACT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 11 day of JULY, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Black Roofing Inc., located at 6115 Ben Place, Boulder, Colorado, 80301, 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:

**Detention Center Roof Repair and Recoating  
2017.425**

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

1.2.1. All terms set forth in the RFP/IFB DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.

- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in

accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

## **2. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

### **3. RESPONSIBILITIES OF THE COUNTY**

The County shall:

- 3.1. Provide information as to its requirements for the project.
- 3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- 3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- 3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

### **4. TERM**

- 4.1. Term of Agreement: The work to be performed under this Agreement shall be from the date of the agreement through December 31, 2017.

### **5. PAYMENT AND FEE SCHEDULE**

- 5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of four hundred sixty-eight thousand eight hundred and fifty-five dollars (\$468,855.00) plus an additional contingency in the amount of ninety-three thousand seven hundred and seventy-one dollars (\$93,771.00) to cover unforeseen conditions for a total contract amount not to exceed of five hundred sixty-two thousand six hundred and twenty-six dollars (\$562,626.00).

- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.
- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
- 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
- 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

## **6. LIQUIDATED DAMAGES**

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Amount		Daily Charge Amount
From More Than	Up To and Including	
0	150,000	500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1,400
1,000,000	2,000,000	2,000
2,000,000	4,000,000	3,300
4,000,000	10,000,000	3,900
10,000,000	and up	3,900*
* plus 300 per each additional \$1,000,000 contract amount or part thereof over \$10,000,000		

6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.

6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.

6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

**7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

7.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

## **8. WARRANTY**

8.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **9. SUBCONTRACTING**

9.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

## **10. CHANGE ORDERS OR EXTENSIONS**

10.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

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

## **11. INSPECTIONS, REVIEWS AND AUDITS**

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

11.1.1. Work to be completed, if any; and,

11.1.2. Work not in compliance with the Agreement, if any; and,

11.1.3. Unsatisfactory work for any reason, if any.

11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

## 12. CLEAN-UP

12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

## 13. PROJECT ADMINISTRATION

13.1. The Project Manager for this Agreement shall be Mike VanGorder, who can be reached by phone at 303-655-3335. 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: David Ball  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523-6303  
E-mail: [mvangorder@adcogov.org](mailto:mvangorder@adcogov.org)

Department: Adams County Purchasing  
Contact: Jen Tierney Hammer  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6049  
E-mail: jtierney@adcogov.org

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

Contractor: Black Roofing Inc.  
Contact: Kyle Bodor  
Address: 6115 Ben Place Suite A  
City, State, Zip: Boulder, Colorado  
Phone: 303.449.5176  
E-mail: kbodor@blackroofing.com

20.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

20.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

20.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

20.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

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

**ADAMS COUNTY COLORADO  
BOARD OF COUNTY COMMISSIONERS**

[Signature]  
Chair

7/11/17  
Date

**Black Roofing, Inc.**

[Signature]  
Signature

7-5-17  
Date

Jason Payer  
Printed Name

Vice President  
Title

**ATTEST:**

Stan Martin, Clerk and Recorder

[Signature]  
Deputy Clerk

**APPROVED AS TO FORM:**

[Signature]  
Adams County Attorney's Office

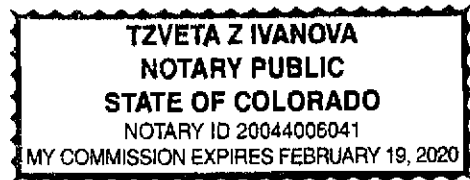
**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF BOULDER )

STATE OF COLORADO )SS.

Signed and sworn to before me this 5th day of July, 2017,,

by [Signature]  
TZVETA Z IVANOVA  
Notary Public



My commission expires on: 02-19-2020

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**


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

**CONTRACTOR:**

Black Roofing, Inc.  
Company Name

7-5-17  
Date

Jason Pryor  
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  
2017.425**

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**Roof Re-coating  
Adams County Detention Center Roof**

All documents and Addendum related to this BID  
will be posted on the Rocky Mountain Bid System at:  
**<http://www.bidnetdirect.com/colorado/solicitations/open-bids>**

**BID ISSUANCE**

**Date: April 19, 2017**

**A mandatory pre-bid conference will be held on**

**Date: April 26, 2017**

**Time: 9:00 a.m.**

**Location: 150 North 19th Avenue  
Brighton, Colorado**

**QUESTIONS**

**Written questions will be accepted through May 5, 2017  
Questions must be submitted by email to [jtierney@adcogov.org](mailto:jtierney@adcogov.org)**

**An Addendum to answer submitted questions  
will be issued no later than May 10, 2017**

**BID OPENING**

**Date: May 17, 2017**

**Time: 2:00 p.m.**

**Location: Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, Colorado 80601**



**ADAMS COUNTY  
COLORADO**

## GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Re-coating of the Adams County Detention Center Roof**
2. **All documents related to this BID will be posted on the Rocky Mountain Bid System at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>**
  - 2.1. Contractors must register with this service to receive these documents.
  - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through 2:00p.m. May 5, 2017. All questions are to be submitted to Jennifer Tierney Hammer, Contract Specialist III by email at [jtierney@adcogov.org](mailto:jtierney@adcogov.org).
4. An Addendum to answer submitted questions will be issued on or around May 10, 2017.
5. There will be a **Mandatory Pre-Bid conference** on April 26, 2017, at 9:00 at the Adams County Detention Center 150 North, 19<sup>th</sup> Ave. Brighton, Colorado. The pre-bid will begin precisely at 9:00 a.m. late arrivals will not be allowed to attend. Check-in prior to the pre-bid is required, please allow yourself plenty of time for this process. A driver's license or other picture identification is required .
6. Bids
  - 6.1. Sealed bids for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A, Brighton Colorado 80601, up to 2:00 p.m. on May 17, 2017.
  - 6.2. The bid opening time shall be according to our clock.
  - 6.3. Bids will be publicly opened and read aloud at this time.
  - 6.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with **Company Name, Bid Number and Project Title**.
  - 6.5. No bids will be accepted after the time and date established above, except by written addenda.



7. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

## 8. BID REQUIREMENTS

- 8.1. Three (3) copies: 1 paper original, 2 paper copies and 1 CD or Flashdrive (PDF) of the bid are required. If brochures or other supportive documents are requested, then it is required that three sets be submitted with bid.
- 8.2. All bids must be signed.
- 8.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 8.4. Bids may not be withdrawn after date and hour set for closing.
- 8.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 8.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number 2017.425 and Roof Re-Coating, Adams County Detention Center.
- 8.7. 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.
- 8.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 8.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 8.10. 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.
- 8.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not

furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.

- 8.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
  - 8.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.
  - 8.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
  - 8.15. 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.
9. 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.
  10. Adams County is an equal opportunity employer.
  11. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual

disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

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

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

12.1.1. Each Occurrence \$1,000,000

12.1.2. General Aggregate \$2,000,000

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

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

12.2.2. Personal Injury Protection Per Colorado Statutes

12.3. Workers' Compensation Insurance: Per Colorado Statutes

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

12.4.1. Each Occurrence \$1,000,000

12.4.2. 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.

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

12.5.1. 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.

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

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

12.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30)

days prior written notice by certified mail, return receipt requested, to the County.

- 12.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
  - 12.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
  - 12.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
  - 12.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
  - 12.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
  - 12.12. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:  
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program

established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If 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.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

## **END OF GENERAL INSTRUCTIONS**

The remainder of this page left blank intentionally.

#### 14. Background Project Information

- 14.1 The roof at the Adams County Detention Facility is in need of repair. The scope of work provided is a minimum requirement.
- 14.2 The basis of design is Karnak Corporation Roofing Products, please submit any alternate products by the question deadline. Include all physical properties of the proposed alternate.

#### 15. Roof Repairs:

- 15.1. At all metal drip edge and gravel stop areas probe the membrane outside edge to check for delamination from the drip edge metal and or gravel stop metal.
- 15.2. In all delaminated areas lift membrane and remove all debris from under membrane. Lift membrane and apply a ¼" deep 6" wide horizontal application of Karnak product # 229 elastomeric mastic. Solidly embed to membrane in to the mastic till a ½" of material bleeds out from under the outside edge of the membrane. Remove all excess bleed out to assure mastic does not run down the vertical face of the prefinished metal edging. Bid shall include 1000 lft and an add price per 100 lft. for additional work of this scope
- 15.3. At all vertical corners of the canopies or lower perimeter roof areas up to the upper roof areas that show signs of repairs or cracking, and at all corners of the upper roof, remove all existing mastics to the substrate. Apply a three coarse application of ¼" thick, 8" wide from each side of the corner out, application of Karnak # 229 elastomeric mastic. Firmly imbed a 6" wide fiberglass roofing fabric membrane into the mastic 3" out from each side of the corner. Cover the fabric completely with another layer of Karnak # 229 elastomeric mastic ¼" in depth. Allow to cure for 45 days, return and completely coat repair area with specified coating for that area shown on the drawings coating.
- 15.4. Area's to receive Acrylic Roof Coatings (as indicated in blue in the drawing).
  - 15.4.1. Remove all dirt, dust and debris by power washing the existing membrane with a solution of Karnak # 799 Wash and Prep, at a ratio of 16 oz to 1 gal. of water, cleaning approximately 1600 sq ft. of roof area. Allow the washed area to completely dry prior to any coating application. Power wash only areas to be coated within 24 hours.
  - 15.4.2. Coat all existing non-granulated membrane and membrane flashings with a base coat application of Karnak # 405 Bond and Shield acrylic base coat at a rate of 1.60 gal per 100 sq ft. to achieve a film thickness of 24 mils on

average. Allow to dry 24 hours minimum prior to applying top coating. Do not apply coating to damp, wet or ponding surfaces or if in-climate weather is threatening.

- 15.4.3. Apply a top coat of Karnak # 535 Quickset Enviro-Lastic acrylic coating over the prior applied base coat at a rate of 1.5 gal per 100 sq foot to achieve a film thickness average of 24 mils. Allow 24 to 48 hours to cure before touch up or foot traffic. Do not apply coating to damp, wet or ponding surfaces or if in-climate weather is threatening
- 15.5. Areas to receive to receive Silicone Roof Coatings (as indicated in red on drawings).
  - 15.5.1. Remove all dirt, dust and debris by power washing the existing membrane with a solution of Karnak # 799 Wash and Prep, at a ratio of 16 oz to 1 gal of water, cleaning approximately 1600 sq ft of roof area. Allow the washed area to completely dry prior to any coating application. Power wash only areas to be coated within 24 hours.
  - 15.5.2. Coat all existing membrane and membrane flashings with a base coat application of Karnak # 405 Bond and Shield acrylic base coat at a rate of 1.60 gal per sq ft on smooth membrane and 2 gal per sq ft on granulated membrane. A minimum film thickness of 24 mils average must be achieved. Allow to dry 24 hours minimum prior to application of top coat. Do not apply coating to damp, wet, or ponding areas or if in-climate weather is threatening.
  - 15.5.3. Apply a top coat of Karnak #670HS Karna-Sil Ultra over the prior applied base coat at a rate of 2.5 gals per 100 sq ft on smooth membrane in 2 coating applications. The first coat of the Karnak #670HS product is to be applied at 1.5 gal per 100 sq ft and applied perpendicular to the previously applied base coat. The second coat application of the Karnak # 670 product should be applied at 1 gal per 100 sq ft and applied perpendicular to the prior coat. Achieve an average mil thickness of 42 mils thickness.
  - 15.5.4. At the granulated surfaced membrane apply first coat of Karnak # 670 HS product at a rate of 1.5 gal per 100 sq ft and applied perpendicular to the prior applied base coat. The second coat of the Karnak #670HS should be applied perpendicular to the prior coat at a rate of 1.5 gals per 100 sq ft. Achieve an average mil thickness of 50 mils. Allow 24 hours to dry before each coat, touch up or foot traffic takes place. Do not apply coating to damp, wet or ponded areas or in in-climate weather is threatening.
  - 15.5.5. In in granulated membrane areas apply a slip resistant pathway by cleaning the top layer of silicone with Karnak # 799 Perp and Wash solution, allow to completely dry. Apply a .75 gallon per 100 sq ft of Karnak #670 and embed ceramic granules at a rate of 35 lbs. per 100 sq ft. into the wet coating and back roll in to the coating with a ¾" to 1" roller to assure the granules are covered with the coating.



15.6. Sheet metal work and repairs.

15.6.1. Reattach all downspouts on canopy areas to substrate with expansive anchors.

15.6.2. All gutter straps to be riveted solid to the gutter and counter flashing leg.

15.6.3. Replace gutters shown at pre-bid walk through with new gutters of the same dimension, gauge of metal and color.

15.6.4. Install 6" wide cover plates (color to match existing coping) at all coping joints, riveted on one side to allow for expansion and contraction of the cover plate at the coping joint. Cover plate should be clipped on to coping flanges on the inside and outside bottom edge of coping.

15.6.5. Install new open faced downspouts 4" x 4" x 16' at northwest and southwest corner of the entrance canopy internal gutter. Downspouts to be matching in color and gauge to the coping material. The outlet at the bottom of the downspout should slope away from the building a minimum of 3'.

15.7. Warranty Contactor to furnish to, Adams County Detention Facility, a 10 year material warranty and a 2 year contractors warranty on application.

16. Bonding

16.1. Bid must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid. You may submit your bond on the standard AIA form.

16.2. A Performance Bond and Surety Bond, each in a penal sum equal to the nearest integral One Hundred Dollars in excess of the estimated Contract Price with corporate surety approved by the County, will be requested for faithful performance of the Contract.

16.3. There will be no liquidated damages for this project.

17. Work Conditions and Requirements

17.1. A Colorado and national background check will be required for all persons prior to being granted access to County facilities. Employees that do not pass the initial background process will not be allowed to conduct work For Adams County.

17.2. No persons shall commence work until all backgrounds are completed and cleared.

- 17.3. All contractors shall follow Adams County Facility Operations policies and procedures. Contractor regulations FO-06 and Adams County safety program F0-05. A copy of these policies shall be given to the winning contractor prior to start of work.
- 17.4. All tools to perform the job are required to be checked and accounted for before leaving the work area, and are to be checked at the start and finish of each day until the job is completed. It is the contractors responsibility to insure all tools checked into the facility are accounted for and if found missing to report it immediately to the Facility Operations Supervisor. The county preference is that tools are left on site in a job box in a secured location. This will eliminate the time consuming task of the front lobby staff conducting a tool inventory, once these tools are left on site it will be the responsibility of the contractor to conduct morning, and afternoon inspections to insure that their tools are all accounted for.
- 17.5. Contractor shall supply all tools, ladders, and equipment necessary for the completion of the job.
- 17.6. Work hours are 7:00 a.m. to 3:30 p.m. The Contractor may be required to work nights or weekends, this will be at the discretion of Facility Maintenance and the Sheriff's Office.
- 17.7. Work area must be cleaned frequently and all trash is to be thrown daily. It will be the contractors responsibility to provide such containers for trash disposal.
- 17.8. Vendors are not allowed to conduct any type of conversation with any inmates.
- 17.9. The safety for staff and inmates is held to a high standard, and must be followed at all times. If any contractor or vendor is not able to provide a safe and secured working environment they will then be asked to leave the premises.

## 18. Qualifications/Submittals

On a separate form please list the following:

- 18.1. Submit 3 (three) projects of equal magnitude and scope of work completed in the last 5 (five) years with bid. Provide the name, phone number and e-mail of the Project Manager of these projects.
- 18.2. Number or years your organization has been in business. The county is requiring a minimum of 5 years in business to submit a bid.
- 18.3. President and Vice President Name and contact information.
- 18.4. Colorado jurisdictions in which your company is legally qualified to do business, with class and license or registration numbers as applicable.



### **Submittal Checklist Submittal Checklist**

- Bid Response
- W-9
- Contractor's Certification of Compliance
- Contractor's Statement
- Requirements in section 18
- One original and 2 paper copy(ies)
- One CD or Flash drive of submitted proposal in a single PDF document

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

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

CONTRACTOR:

\_\_\_\_\_  
Company Name

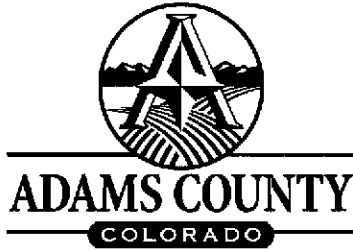
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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



**Roof Re-Coating  
Adams County Detention Center**

**CONTRACTOR'S STATEMENT**

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

Written Amount \_\_\_\_\_ \$ \_\_\_\_\_  
Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_  
If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
Email Address	

## SAMPLE OF ADAMS COUNTY CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Contractor Name, located at Address123, hereinafter referred to as the "Contractor."

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

### 1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

- 1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

#### **Solicitation & Project**

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

1.2.1. All terms set forth in the RFP/IFB DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION, CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

## **2. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.) § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor



shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

### 3. RESPONSIBILITIES OF THE COUNTY

The County shall:

3.1. Provide information as to its requirements for the project.

3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.

3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

### 4. TERM

4.1. Term of Agreement: The work to be performed under this Agreement shall be for XXX

### 5. PAYMENT AND FEE SCHEDULE

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of (\$).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.

5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:

5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).

5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

## 6. LIQUIDATED DAMAGES

6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

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

6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.

6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.

6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

## **7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

7.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

## **8. WARRANTY**

8.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **9. SUBCONTRACTING**

9.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

## **10. CHANGE ORDERS OR EXTENSIONS**

10.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions,

additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

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

## **11. INSPECTIONS, REVIEWS AND AUDITS**

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

- 11.1.1. Work to be completed, if any, and,
- 11.1.2. Work not in compliance with the Agreement, if any, and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

## **12. CLEAN-UP**

12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

## **13. PROJECT ADMINISTRATION**

13.1. The Project Manager for this Agreement shall be PM's NAME, who can be reached by phone at 720-523-XXXX. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

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. 1401-7671q), 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 (department name)  
Contact:  
Address:  
City, State, Zip:  
Phone:  
E-mail:

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

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

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

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.

SAMPLE

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

**ADAMS COUNTY COLORADO  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ATTEST:**

Stan Martin, Clerk and Recorder

\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )SS.

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, ,

by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

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

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

# BID PROPOSAL

**BLACK ROOFING, INC.**

**6115 Ben Place, Boulder, CO 80301**

**Phone: (303) 449-5176 • Fax: (303) 449-8473**



<b>Project Name:</b> Adams County Detention Center Roof Repair and Re-coating	<b>FOB:</b> Jobsite
<b>Bid Date:</b> 05.17.17	<b>Taxes:</b> excluded
<b>Bid Time:</b> 2pm	<b>Bonds:</b> included
<b>Submitted to:</b> Adams County Government Center	<b>Bonding Rate:</b> 1.5 % of Contract
<b>Attention:</b> Jennifer Tierney	<b>Prevailing Wages:</b> NOT included
<b>Address:</b> 4430 South Adams County Parkway 4 <sup>th</sup> Floor, C4000A Brighton, CO 80601	<b>Addenda Acknowledged:</b> n/a
<b>Phone #:</b>	<b>CCIP/OCIP:</b> NOT included
<b>Email:</b>	<b>Specification Sections:</b> See Attached Scope of Work
<b>Submitted by:</b> Tzveta Ivanova <a href="mailto:tivanova@blackroofing.com">tivanova@blackroofing.com</a>	

### Alternate Budget Ground Level Downspouts

- Remove existing ground level downspouts and collector boxes
- Supply and Install Shop Fabricated collector heads and downspouts; Fabricated from Drexel 0.040 prefinished aluminum material. Color to match existing as close as possible.
- Supply and install custom fabricated flaps at the bottom of each downspout.

**Total \$ 50,226.00**

### Qualifications and Exclusions for metal scope base bid:

- Bid excludes: any items not mentioned above, Night Work, Weekends, any flashings not associated with composite wall (through wall flashings, masonry flashings, window flashings, stucco flashings, siding flashings), framing, deck repair, carpentry, mechanical, painting, plumbing, electrical, and water or snow removal.

Thank you for the opportunity.

Regards,

Scot Hanson

Project Manager [shanson@blackroofing.com](mailto:shanson@blackroofing.com)

### General Qualifications and Exclusions:

- Pricing is valid for thirty (30) days.
- All penetrations and curbs must be installed prior to the installation of the roofing system or additional charges will apply.
- The above pricing and scopes of work are based on the plans and specifications. If plans and specifications are not up to local building codes, additional charges will apply to meet the requirements of the governing authority.
- Pricing assumes the use of standard adhesives, primers, and sealants; if low VOC products are required, additional costs will apply.
- Pricing excludes: any items not mentioned above, masonry flashings, window flashings, break metal mullions, framing, sheathing, bati insulation, roof protection, equipment supports, deck repair, wood nailers/blocking, equipment supports, demolition, mechanical, electrical, plumbing, structural, carpentry, painting, sawcutting, interior sill or through-wall metal flashings, multiple set-ups, and water and snow removal.
- Black Roofing, Inc. is not responsible for any damages which occur to Owner's property because of defects in architectural, engineering, construction plans and drawings or with respect to any failure to comply with any applicable

# BID PROPOSAL

**BLACK ROOFING, INC.**

6115 Ben Place, Boulder, CO 80301

Phone: (303) 449-5176 • Fax: (303) 449-8473



<b>Project Name:</b> Adams County Detention Center Roof Repair and Re-coating	<b>FOB:</b> Jobsite
<b>Bid Date:</b> 05.17.17	<b>Taxes:</b> excluded
<b>Bid Time:</b> 2pm	<b>Bonds:</b> included
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<b>Attention:</b> Jennifer Tierney	<b>Prevailing Wages:</b> NOT included
<b>Address:</b> 4430 South Adams County Parkway 4 <sup>th</sup> Floor, C4000A Brighton, CO 80601	<b>Addenda Acknowledged:</b> n/a
<b>Phone #:</b>	<b>CCIP/OCIP:</b> NOT included
<b>Email:</b>	<b>Specification Sections:</b> See Attached Scope of Work
<b>Submitted by:</b> Tzveta Ivanova <a href="mailto:tivanova@blackroofing.com">tivanova@blackroofing.com</a>	

### Metal Roof Base Bid

- Mobilize on site.
- Remove existing gutter at (2) locations approximately 260lf.
- Supply and install *Shop Fabricated Gutter system at (2) locations per site visit.* Gutter will be fabricated from CMG 22ga. Prefinished material to match exiting as close as possible.
- Reattach existing downspouts at all upper roof locations with expansive anchors.
- Supply and install 6-inch wide lap covers at proposed parapet cap locations. Covers will be set in sealant and pop riveted on one side.
- Supply and install new 20ga. Galvanized *Shop Fabricated* internal gutter system at the main entry.
- The gutter will be fully soldered with (2) through wall scuppers each connecting to a prefinished collector box and prefinished down spout.
- Price includes all sealants, fasteners, and accessories required for a complete installation.

#### Notes:

- All work is assumed to be completed during normal working hours(7am-4pm). If night or weekend work is required premium time of \$56.00 per man hour will be additionally charged.
- Excludes dry-in.

**Base Bid Total**

**Amount: \$ 52,705.00**

Excludes: SPRI-ES-1 Testing, any items not mentioned above.

### **Alternate Budget Includes SPI-ES-1 Testing**

- Remove existing Parapet cap system at lower roofs. (approximately 2,850lf)
- Supply and install pressure treated 2x12 wood nailer at the top of the existing walls.
- Supply and install *Shop Fabricated* parapet cap metal system; Fabricated from Drexel 0.040 prefinished aluminum material to match exiting as close as possible.
- Remove existing gutter at lower roofs (approximately 1990lf).
- Supply and install *Shop Fabricated Gutter system.* Gutter will be fabricated from Drexel 0.040 prefinished aluminum material to match exiting as close as possible.
- Price includes downspouts, all sealants, fasteners, and accessories required for a complete installation.

**Total \$226,353.00**

# BID PROPOSAL

**BLACK ROOFING, INC.**

**6115 Ben Place, Boulder, CO 80301**

**Phone: (303) 449-5176 • Fax: (303) 449-8473**



<b>Project Name:</b> Adams County Detention Center Roof Repair and Re-coating	<b>FOB:</b> Jobsite
<b>Bid Date:</b> 05.17.17	<b>Taxes:</b> excluded
<b>Bid Time:</b> 2pm	<b>Bonds:</b> included
<b>Submitted to:</b> Adams County Government Center	<b>Bonding Rate:</b> 1.5 % of Contract
<b>Attention:</b> Jennifer Tierney	<b>Prevailing Wages:</b> NOT included
<b>Address:</b> 4430 South Adams County Parkway 4 <sup>th</sup> Floor, C4000A Brighton, CO 80601	<b>Addenda Acknowledged:</b> n/a
<b>Phone #:</b>	<b>CCIP/OCIP:</b> NOT included
<b>Email:</b>	<b>Specification Sections:</b> See Attached Scope of Work
<b>Submitted by:</b> Tzveta Ivanova <a href="mailto:tivanova@blackroofing.com">tivanova@blackroofing.com</a>	

We propose to furnish all labor, equipment, and materials necessary to complete the scope of work as listed below for the Adams County Sheriffs Detention Center project. Our proposed scope of work is based upon the scope of work listed in the Invitation For Bid:

### ROOF COATING

- Pricing includes to supply and install spray-applied Karnak 535 Enviro-Lastic & 670 Karna-Silicone coating with the appropriate accessories over the existing roof membrane per the shop drawing provided.
- We have also included to pressure wash the entire roof area with Karnak 799 Wash N Prep before the application of the coatings.
- 1,000 Lineal feet of repairs have been included for the gravel stop and gutter areas. If additional lineal footage of repairs is needed, the pricing has been included below.
- Includes a 5 year Material and Labor Warranty

**Karnak 535 Enviro-Lastic & 670 Karna-Sil Silicone Coating**  
**Per additional 100 LF of repairs**


**Amount \$416,150.00**  
**Amount \$ 4,900.00**

### Notes for ROOF COATING:

1. All work is included only at the exposed Derbigum Roof areas. No walkways or areas under mechanical units are included.
2. All work is assumed to be completed during normal working hours (7am-4pm). If night work or weekend work is required premium time of an additional \$50.00 per man hour will be additionally charged for.
3. It is assumed all materials and equipment will be able to be craned to roof areas and remain on the roof once placed.
4. Pricing does not include to change the current drainage/ ponding issues.
5. Ambient temperatures are to be 50 degrees and rising during applications.

Thank you for the opportunity.

Regards,

  
Kyle Bodor

Project Manager [kbodor@blackroofing.com](mailto:kbodor@blackroofing.com)

# BID PROPOSAL

**BLACK ROOFING, INC.**

6115 Ben Place, Boulder, CO 80301

Phone: (303) 449-5176 • Fax: (303) 449-8473



<b>Project Name:</b> Adams County Detention Center Roof Repair and Re-coating	<b>FOB:</b> Jobsite
<b>Bid Date:</b> 05.17.17	<b>Taxes:</b> excluded
<b>Bid Time:</b> 2pm	<b>Bonds:</b> included
<b>Submitted to:</b> Adams County Government Center	<b>Bonding Rate:</b> 1.5 % of Contract
<b>Attention:</b> Jennifer Tierney	<b>Prevailing Wages:</b> NOT included
<b>Address:</b> 4430 South Adams County Parkway 4 <sup>th</sup> Floor, C4000A Brighton, CO 80601	<b>Addenda Acknowledged:</b> n/a
<b>Phone #:</b>	<b>CCIP/OCIP:</b> NOT included
<b>Email:</b>	<b>Specification Sections:</b> See Attached Scope of Work
<b>Submitted by:</b> Tzveta Ivanova <a href="mailto:tivanova@blackroofing.com">tivanova@blackroofing.com</a>	

building codes through construction occurring under such plans. Black Roofing, Inc. is specifically not performing design services and is specifically not responsible for damages caused by occurrences such as mold, condensation, loose flue pipes, or other similar occurrences. ~~To the maximum extent allowed by law, all work performed by Black Roofing, Inc. is without specific express or implied warranty.~~

- ~~If Black Roofing's pricing is accepted, this proposal shall become part of the contract documents through an attachment or exhibit, and to the fullest extent permitted by law, each party shall defend, indemnify and hold harmless the other party, its subcontractors, owners, agents, consultants and employees from and against all claims, damages, loss, expenses, including but not limited to, attorney fees, costs and expenses arising out of or resulting from the actions or negligence of the other party related to the subject matter of the contract.~~
- Black Roofing will be responsible for cleaning up all roofing-related debris, which is attributed to our scope of work. Our bid specifically excludes any clean-up associated with jobsite "clean-up crews", which may be required by the general contractor, or debris and trash left by other trades.

*Remove 7.*



## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Black Roofing Inc.  
Company Name

05.16.17  
Date

Dan Zahtila  
Name (Print or Type)

  
Signature

President  
Title

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





**Black Roofing Inc. 3 largest completed projects for the last 5 years**

Project Name	General Contractor	GC Contact	Phone	email	Final Contract Amount	Description	Date Completed
Denver Art Museum	MA Mortenson	Kent Reinart	303-295-2511	<a href="mailto:Kent.Reinart@mortenson.com">Kent.Reinart@mortenson.com</a>	\$ 2,509,008.00	roofing	10/5/2009
DIA South Terminal	MA Mortenson Hunt	Grant Stucker	303-669-9000	<a href="mailto:Grant.stucker@mortenson.com">Grant.stucker@mortenson.com</a>	\$ 2,068,400.00	waterproofing/ roofing	1/1/2016
University of CO Athletic Complex indoor practice Facility	MA Mortenson	Adam Brzozowy	720-920-4349	<a href="mailto:adam.brzozowy@mortenson.com">adam.brzozowy@mortenson.com</a>	\$ 1,674,519.00	roofing	06.09.16



**Black Roofing Inc.**  
6115 Ben Pl  
Boulder, CO 80301  
Ph 303-449-5176  
Fax 303-449-8473

Founded: Sept 9, 1975 Incorporated in The State of Colorado  
State of CO ID#19881096940  
FEIN – 84-1096626  
DUNS 04-072-5483  
BBB Rating A+

**Business Management**

Dan Zahtila, Owner/President  
Tim Black, Owner/Executive President  
Steven Frank, Secretary/Treasurer  
Brandon DeLozier, Owner/Vice President Roofing Division  
Jason Pryor, Owner/Vice President Waterproofing Division

Bank References: Colorado Business Bank  
2025 Pearl St  
Boulder, CO 80302  
Jay Thompson [jaythompson@cobizbank.com](mailto:jaythompson@cobizbank.com) ph 720-264-5401 fax 303-245-8703

Insurance Company: Moody Insurance Agency  
8055 East Tufts Avenue, Suite 1000  
Denver, CO 80237  
Eileen Munoz [eileen.munoz@moodyins.com](mailto:eileen.munoz@moodyins.com) ph 303-824-6600 fax 303-370-0118

Surety: Western Surety Co. AM Best Rating – A(Excellent)  
8055 East Tufts Avenue, Suite 1000  
Denver, CO 80237  
Jody Anderson Surety Account Manager [jody.anderson@moodyins.com](mailto:jody.anderson@moodyins.com) ph 303-824-6600 fax 303-370-0118  
Bonding Capacity: 2,000,000.00 single 6,000,000.00 aggregate



## Vendors References:

ROOF DEPOT/ROOFING SUPPLY GROUP  
ACC REP: MIKE LESISKO  
11919 E 37TH AVE  
DENVER, CO 80216  
303-307-0000  
EMAIL: MLESISKO@RSGROOF.COM

AMERICAN ROOFING SUPPLY  
ACC REP: ERIC RUTHRAUFF  
4550 E 52<sup>ND</sup> AVE  
DENVER, CO 80022  
303-333-3700  
EMAIL: ERUTHRAUFF@AMROOFING.COM



**Eagle Rock Supply**  
AccRep: Jim Fulks  
2645 E 74<sup>th</sup> Ave  
Denver, CO 80229  
Ph: 303-289-4151  
Email: jfulks@eaglerocksupply.com



**National Waterproofing Supply**  
AccRep: Andrew Caprio  
11929 East 51<sup>st</sup> Ave  
Denver, CO 80239  
Ph: 303-371-3755  
Email: andrew@nationalwaterproofingsupply.com



**HDSupply**  
AccRep: Chance Witt  
701 Osage St #130,  
Denver, CO 80204  
Ph: 303-390-5120  
Email: chance.witt@hdsupply.com



**Smalley & Company**  
AccRep: Don Coy  
861 S Jason St,  
Denver, CO 80223  
Ph: 303-777-3435  
Email: [D.COY@smalleyandcompany.com](mailto:D.COY@smalleyandcompany.com)



**ProCoat Systems. Inc.**  
Waterproofing Division  
AccRep: Angela Echols  
4343 Holly St. Denver, CO 80216  
303.322.9009 Phone  
720.668-5578 Cell  
303.399-2645 Fax  
Email: [AEchols@procoatsystems.com](mailto:AEchols@procoatsystems.com)



**Gulf Eagle Supply**  
AccRep: Bill Hamil, Territory Manager  
11060 Leroy Drive  
Northglenn, Colorado 80233  
(303) 549-8100  
Email: [bhamil@gulfeaglesupply.com](mailto:bhamil@gulfeaglesupply.com)



## Contractor References:

Trammell Crow  
7533 E Hampden #650  
Denver, CO 80231

Contact: Alisha Dean  
Phone: 303-843-1975

Verus Commercial  
1200 West South Boulder Rd  
Lafayette, CO 80026

Contact: Thom Widawski  
Phone: 303-665-6500

Crestmoor Management Company  
3443 S Galena St., Ste 101  
Denver, CO 80231

Contact: Randa  
Phone: 303-778-1763

Cybercon Engineering, Inc.  
6482 South Quebec St  
Englewood, CO 80111

Contact: Candace or Nick Lovato  
Phone: 303-741-6020

Taylor Kohrs Inc.  
9351 Grant St Ste 500  
Denver, CO 80229

Contact: Tracy Kerns  
Phone: 303-928-1800

Sandoz Pharmaceuticals  
2655 W Midway Blvd  
Broomfield, CO 80038

Contact: Jim Ottmer  
Phone: 303-438-4297

The Adair Group  
2825 N Speer Blvd  
Denver, CO 80211

Contact: Adair Brown  
Phone: 303-447-7900

Wyatt Construction Inc.  
3223 Arapahoe Ste 100  
Boulder, CO 80303

Contact: Kaen  
Phone: 303-449-1255

The Snow Goose Companies  
3939 N 95<sup>th</sup> St  
Boulder, CO 80301

Contact: Tony Javernik  
Phone: 303-661-0822

Wiss, Janney, Elstner Associates, Inc.  
10881 W Asbury Ste 110  
Lakewood, CO 80227

Contact: Bill Burger  
Phone: 720-962-8688



## Black Roofing Awards:

Colorado Roofing Association	1st Place, Division IV for Outstanding Workmanship at the Boulder Community Hospital	2/19/2015
Colorado Roofing Association	1st Place, Division II for Outstanding Workmanship at the Eagle Rock School Pool Re-roof	2/13/2014
Colorado Roofing Association	Community Service Award	2/13/2014
Colorado Roofing Association	2nd Place, Division IV for Outstanding Workmanship at the Marquez Hall, Colorado School of Mines	2/20/2013
Versico Roofing Systems	Gold Medal Quality Award	2016
Versico Roofing Systems	Gold Medal Quality Award	2014
Versico Roofing Systems	Gold Medal Quality Award	2013
Versico Roofing Systems	Gold Medal Quality Award	2012
Versico Roofing Systems	Gold Medal Quality Award	2010
Colorado Roofing Association	1st Place, Division II for Outstanding Workmanship at Cherry Creek Custom Home	2/20/2013
Colorado Roofing Association	1st Place, Division IV for Outstanding Workmanship at the Jennie Smoly Caruthers Building at the University of Colorado	2/16/2012
Englert Certified Metal Roofing Installer	Quality Workmanship in Metal Roofing	2012
Firestone	Red Shield Metal Wall Certified Contractor, Charter Member	2013
Firestone	Red Shield Metal Wall Certified Contractor, Charter Member	2014
Firestone	Master Contractor	2013
National Roofing Contractor's Association	Membership	2015
Versico Roofing Systems	Exceller Award	2014
Western States Roofing Contractor's Association	Member in good standing	since 2000



Work performed by Black Roofing Inc.

## **07 - Thermal and Moisture Protection**

### Specifiers Tech Tips Library - Thermal and Moisture Protection

- **07 0500 - Common Roofing Materials**
  - 07 0570 - Roofing and Insulation Fasteners
  - 07 0590 - Roofing and Insulation Adhesives
- **07 0700 - Building Integrated Photovoltaic Systems**
- **07 0800 - Green Roofs and Green Walls**
  - 07 0840 - Green Walls and Living Walls
  - 07 0870 - Roof Gardens and Vegetated Roofing
- **07 1000 - Dampproofing and Waterproofing**
  - 07 1100 - Dampproofing
    - 07 1008 - Residential Basement Waterproofing
  - 07 1300 - Sheet Waterproofing
  - 07 1400 - Fluid Applied Waterproofing
  - 07 1600 - Cementitious and Reactive Waterproofing
  - 07 1700 - Bentonite Waterproofing
  - 07 1800 - Traffic Coatings
  - 07 1900 - Water Repellents
  - 03 6400 - Chemical Grouting- typically for water-intrusion leak repairs
  - 33 4600 - Foundation Drainage and Protection Materials
- **07 2000 - Thermal Protection**
  - **07 2100 - Thermal Insulation**
    - 07 2110 - Fiber Insulation
    - 07 2120 - Plastic Insulation
      - 07 2124 - Extruded Polystyrene (XPS)
      - 07 2129 - Thermal / Ignition Barriers
    - 07 2180 - Continuous Insulation
    - 07 2190 - Other Insulation





- **07 2200 - Roof and Deck Insulation**
  - 07 2280 - Nailbase Insulation
- **07 2500 - Weather-Resistive Barriers**
- **07 2600 - Vapor Resistive Barriers**
  - 07 2630 - Sheet Applied
  - 07 2660 - Fluid Applied
- **07 2700 - Vapor Permeable Barriers**
  - 07 2730 - Sheet Applied
  - 07 2760 - Fluid Applied
- **07 2800 - Rainscreen Drainage Systems**
- **07 3000 - Steep Slope Roofing**
  - 07 3070 - Underlayment Materials
  - **07 3100 - Shingles**
    - 07 3110 - Asphalt Shingles
    - 07 3130 - Metal Shingles
    - 07 3150 - Slate Shingles
    - 07 3170 - Wood Shingles and Shakes
  - **07 3200 - Concrete and Clay Roof Tiles**
    - 07 3130 - Metal Tiles
  - **07-3300 - Natural Roof Coverings**
- **07 4000 - Roofing and Siding Panels**
  - 07 4100 - Metal Roof and Wall Panels
  - 07 4200 - Plastic-surfaced Wall Panels
  - 07 4300 - Misc. & Composite-Surfaced Panels
  - 07 4400 - Fabricated Wall Panel Assemblies
  - 07 4600 - Siding
    - 07 4640 - Fiber-Reinforced Cement Siding
    - 07 4660 - Metal Siding
    - 07 4670 - Vinyl Siding
    - 07 4680 - Wood Siding & Shingles
  - 07 4800 - Rainscreens



- **07 5000 - Membrane Roofing**
  - 06 1650 - Underlayment and Cover Boards
  - 07 5100 - Built-up Bituminous Roofing
  - 07 5200 - Modified Bituminous Membrane Roofing
  - 07 5300 - Single-ply Plastic Membrane Roofing
  - 07 5600 - Fluid-Applied Roofing
- **07 6000 - Flashing and Sheet Metal**
  - 07 6100 - Sheet Metal Roofing
  - 07 6200 - Metal Flashings, Copings and Fascias
  - 07 6500 - Flexible Flashing
- **07 7000 - Roof and Wall Specialties**
  - **07 7100 - Roof Specialties**
    - 07 6200 - Flashings, Copings and Fascias
    - 07 7120 - Gutters and Downspouts
    - 07 7140 - Roof Expansion Joints
    - 22 1435 - Roof Drains
  - **07 7200 - Roof Accessories**
    - 07 7210 - Roof Curbs
    - 07 7220 - Roof and Ridge Vents
      - 23 3460 - Roof and Attic Fans
    - 07 7230 - Roof Hatches and Smoke and Relief Vents
    - 07 7240 - Roof Walkways
    - 07 7250 - Pipe and Penetration Flashing Systems
    - 07 7255 - Roof Pipe Support Systems
    - 07 7260 - Roof Fall Protection
    - 07 7270 - Rooftop Grease Containment Systems
    - 07 7280 - Snow and Ice Accessories
      - 07 7285 - Snow Guards
      - 23 8310 - Roof Snow Melting
    - 07 7600 - Roof Pavers
    - 32 1460 - Paver Accessories and Stands



- **07 9000 - Joint Protection**
  - 07 9100 - Preformed Joint Seals
  - 07 9200 - Joint Sealants
  - 07 9500 - Expansion Control
- **07 9900 - Roof Maintenance and Repairs**

General Contractor / Customer References:

Gander Mountain Project:

12/29/16: Enjoyed working with you guys on this project – although glad it’s done, ha.

Dan



Your Vision. Delivered.

**Dan Schwab**

Associate Project Manager | Opus Design Build, L.L.C.  
999 18th St., Suite 2110 South | Denver, CO 80202  
D: 303.515.8804 | C: 515.971.2961  
[Dan.Schwab@opus-group.com](mailto:Dan.Schwab@opus-group.com) | [www.opus-group.com](http://www.opus-group.com)





**Dan Zahtila**  
**President (Owner)**

**RESUME**

**Education:** Parks Business College 1983 to 1984

**Major Areas of Expertise:** Built-up Roofing; EPDM (single-ply- rubber); PVC (single-ply); Waterproofing

**Approved Applicator:** Johns Manville, GAF Corp. Tamko; Versico Corp.; Fibertite by Seaman Corp.; W. R. Grace, Gaco Western (deck coatings), and every kind of membrane under concrete, pavers, etc.

**Work History:**

1999-present	Black Roofing Inc. Boulder CO -- President
1996-1999	Centimark Corp. Denver CO -- Regional Manager
1992-1996	Black Roofing Inc. Boulder CO -- Project Manager
1990-1992	Bryant Organization, Ventura CA - Branch General Manager
1988-1990	B&M Roofing Inc. Boulder CO -- Roofing Field Supervisor
1984-1988	United Materials, Denver, CO -- Apprentice/Journeyman
1978-1982	Bacon&Schramm Roofing, Denver, CO -- Roofer

**Industry Associations:**

2009 to present	Colorado Roofing Association -- Board of Directors
2012	Colorado Roofing Association -- President



**Jason Pryor**  
**Vice President(Owner)**

**RESUME**

**Education:** UNC Colorado

**Major Areas of Experience:** Cold Fluid Applied Waterproofing, Hot Fluid Applied Waterproofing, Cementitious Waterproofing, Air Barriers, Insulation and Protection Boards, Vapor Barriers, Pavers, Garden Roof Systems, Sheet Membrane Waterproofing, Caulking and Sealants

**Approved Applicator:** American Hydrotech, W R Grace, Dow, Carlisle, Tremco, BASF, Henry

<b>Work History:</b>	2015 – present	Vice President Black Roofing Inc.
	2006 – 2015	Vice President AAA Waterproofing Inc.
	2004 – 2006	Senior Estimator/Senior Project Manager AAA Waterproofing Inc.
	2000 – 2004	Estimator/Project Manager AAA Waterproofing Inc.

<b>Work History:</b>	20 <sup>th</sup> & Chesnut, Denver, CO;	1601 Wewatta, Denver, CO;
	Acoma High Rise, Denver, CO;	Art House, Denver, CO;
	Broadmoor West Residence, CO;	CCDL, Colorado Springs, CO;
	Charles Schwab Campus, CO;	Cheyenne Mountain Zoo, CO;
	Cherry Creek North, Denver, CO;	Copper Mountain Fire Station, CO;
	Crystal Peak Lodge, Breckenridge, CO	CSU Academic Instruction Bldg, CO;
	CU Athletic Complex, Boulder, CO	CU Visual Arts Complex, Boulder, CO;
	CU Systems Biotechnology Building	Denver Courthouse, Denver, CO;
	Denver Detention Center, CO	Denver Health Vest Addition, CO;
	Dry Creek Crossing, CO	Du School of HRTM, CO;
	Fitzsimons Library, Aurora, CO	Four Seasons Hotel&Residence, CO;
	Golden West Manor, Boulder, CO	Grand Timber Lodge, Breckenridge CO;
	Jefferson County Office Bldg, CO	Laramie Fire Station 3, Laramie WY;
	Lofts of the Hill, Boulder, CO	Look Ma Restaurant at Mid Vail CO;
	Memorial Hospital North, CO	Monroe Pointe, Denver, CO;
	Monarch Mills, Denver, CO	Mountain Thunder Lodge, CO;
	North Colorado Medical Center, CO	National Renewable Energy Laboratory;
	One Lincoln Park, Denver, CO	One Ski Hill, Breckenridge, CO
	Research Complex II, CO	The Peloton, Boulder, CO;



**BRANDON DELOZIER**  
**Vice President/Owner**

**RESUME**

**EDUCATION:**

Front Range Community College  
NRCA Future Executive Institute

**MAJOR AREAS OF EXPERTISE:**

Built-Up Roofing  
Modified Roofing  
Single-Ply  
Shingles  
Liquid-Applied Coating systems

**APPROVED APPLICATOR:**

Johns Manville, GAF, TAMKO, Versico, Fibertite, JP Stevens, All  
Major Brands shingles, Henry's, TopCoat, Kamak, IB, Genflex

**WORK HISTORY:**

2011-present	Black Roofing Inc. Vice President/Owner
2010-2011	Black Roofing Inc. Operations Manger
2002-2010	Black Roofing Inc. Project Manager
1997-2002	Black Roofing Inc. Warehouse Manager
1996-1997	Black Roofing Inc. Driver, Laborer

**PROJECT HISTORY:**

\*CU Systems Biotech, Boulder, CO  
JE Dunn Construction – \$666,277.00  
\*Aspen Lodge Rec Center, Broomfield, CO  
W.E O'Neil Construction - \$428,114.00  
\*Boulder Community Hospital Anderson Medical Office, Boulder, CO  
Wyatt Construction - \$329,037.00  
\*6<sup>th</sup> & 40 Business Park, Golden, CO  
Etkin Johnson Group - \$299,461.00  
\*Littleton Center Roofing, Littleton CO  
City of Littleton - \$296,019.00  
\*Business Center @ CTC, Louisville, CO  
Stephen Meyers & Associates - \$281,527.00  
\*The Art Hotel, Denver  
Haselden Construction - \$260,970.00  
\*RFC Broadway Square, Littleton, CO  
RFC Broadway LLC - \$258,851.00  
\*Sturgeon Electric CO., Inc., Henderson, CO  
Sturgeon Electric CO., Inc. - \$245,670.00  
\*Lake Vista Apartments, Loveland, CO  
Shaw Construction - \$221,932.00



# Brighton<sup>SM</sup>

500 South 4th Avenue Brighton, CO 80601  
www.brightonco.gov 303.655.2017

## LICENSE

LICENSE VALID FROM June 23, 2009 THROUGH April 14, 2018

**LIC #:** CL-07722

**CONTACT:** Dan Zuhila

**CLASSIFICATION:** Contractor - Class D/E

**MAILING ADDRESS**

**Black Roofing, Inc.  
6115 Ben Place #A  
Boulder, CO 80301**

**BUSINESS ADDRESS**

**Black Roofing, Inc.  
6115 Ben Place #A  
Boulder, CO 80301**

OPERATING A BUSINESS WITHOUT A LICENSE IS SUBJECT TO CIVIL ACTIONS AND PENALTIES



May 16, 2017

To: Adams County  
4430 S. Adams County Pkwy.  
4<sup>th</sup> Floor, C4000A  
Brighton, CO 80601

Attn:

**RE: Adams County Sheriffs Detention Center -Installation Schedule**

<b>Submit Bid/ Bid Day</b>	<b>May17, 2017</b>
<b>Review and Award of project (3 weeks)</b>	<b>Complete by June 7<sup>th</sup>, 2017</b>
<b>Contract signed and paperwork preparation (1 week)</b>	<b>Complete by June 14<sup>th</sup>, 2017</b>
<b>Material and equipment procurement (2 weeks)</b>	<b>June 28<sup>th</sup>, 2017</b>
<b>Due to the July 4<sup>th</sup> holiday we would assume to begin work on July 10<sup>th</sup> and begin on a full work week.</b>	
<b>Repair Gutters and Down spouts (4 weeks)</b>	<b>Complete by August 4<sup>th</sup>, 2017</b>
<b>Probe and repair perimeter gravel stops and drip edges (2 weeks)</b>	<b>Complete by July 21<sup>st</sup>, 2017</b>
<b>Begin Power washing and application of coating broken down by cell blocks (5 total), upper and lower mechanical roof areas (7 total areas, +/- 1 week per area)</b>	<b>Complete by September 15<sup>th</sup>, 2017</b>

Regards,

Kyle Bodor  
Project Manager