ADAMS COUNTY, COLORADO AMENDMENT #1 2018-252 FOR ROOFING DESIGN & CONSTRUCTION ADMINISTRATION SERVICES

THIS AMENDMENT #1 TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT
2018.411 is entered into this day of, 2018, by and between the
Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams
County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and
RoofTech Consultants, Inc., located at 14828 W 6th Avenue, Unit B-8, Golden, Colorado 80401,
hereinafter referred to as the "Contractor." The County and the Contractor may be collectively
referred to herein as the "Parties".

RECITALS

WHEREAS, on April 23, 2018, the County entered into a Professional Service Agreement 2018.411 with Contractor for Design and Construction Administrative Services to replace roofing at the Waymire Dome; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to add Design and Construction Administrative Services at the Adams County Administration Building.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

- 1. The Service Agreement is hereby amended to add Design and Construction Administrative Services at the Adams County Administration Building to agreement 2018.411.
- 2. The additional services shall not exceed twenty thousand seven hundred twenty dollars and zero cents (\$20,720,00).
- 3. The Service Agreement and this Amendment #1 contain 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 both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment #1, the terms, conditions, and provisions of this Amendment #1 shall control.
- 4. The Recitals contained in this Amendment #1 are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
- 5. This Amendment #1 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

- 6. Nothing expressed or implied in this Amendment #1 is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment #1 or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment #1 by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
- 7. If any provision of this Amendment #1 is determined to be unenforceable or invalid for any reason, the remainder of the Amendment #1 shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
- 8. Each party represents and warrants that it has the power and ability to enter into this Amendment #1, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
COUNTY MANAGER

//- 8-2018

Raymond A. Conzales

Date

RoofTech Consultants, Inc.

Ronald Scott
Print Name
Print Title

Print Title

Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

County Attorney

ROOFTECH CONSULTANTS INC

July 23, 2018

Mr. Mark Schlindwein Adams County 4430 S. Adams County Parkway, Suite C1700 Brighton, CO 80601

re: Statement of Work

Design & Construction Administration Services
Replace Roofing – Adams County Administration Building

Mark:

As per your request, this document has been prepared in order to outline the services to be provided on the above project. We have done this in order to show some of the deliverable items normally included in a roofing project of this type. The description below covers the basic work items for each major project phase.



1.1 Field Site Visits

- A. Conduct on-site investigation of each roofing surface to determine existing conditions.
- B. Review detail concerns such as low flashing heights, difficult to access flashings and other aspects of roofing and sheet metal flashing design.
- C. Review roofing related items for damage such as fascia and soffits.

1.2 Schematic Design Phase

- A Establish the existing conditions of the current roofing system. Identify performance concerns such as ponding.
- B. Identify exact existing roofing construction.
- C. Coordinate design of new system to meet Building Codes, along with Owner's standards and expectations.
- D. Address detail concerns such as low flashing heights, difficult to access conditions and other aspects of roofing and sheet metal flashing design.
- E. Prepare a design analysis report stating all of the design phase aspects of the documents to be prepared. Cover all code, Factory Mutual and industry standard design issues briefly.

14828 West 6th	Avenue 🗆	Unit B8	Golden,	CO	80401
Phone: 303/233					



FEE PROPOSAL BREAKDOWN REPLACE ROOFING - ADAMS COUNTY ADMINISTRATION BUILDING 7/23/2018

| -

VORK PHASE	SUB-ITEM	DISCIPLINE	RATE \$/HR	CONSULTANT HOURS	CONSULTANT SERVCES
4 DESIGN BULCE	1.1 FIELD SITE VISIT	ENGINEER	\$150	8.00	\$1,200.00
1-DESIGN PHASE	1.1 FIELD SITE VISIT	CAD/DESIGNER	\$100	0.00	\$0.00
		TECNICIAN	\$90	6.00	\$720.00
		ASSISTANT	\$60	0.00	\$0.00
		ABBISTAIVI	φυν	0.00	\$1,920.00
4 5 5 6 6 5 1 5 1 4 5 5	4 6 ACHEMATIC DECIGN	ENGINEER	\$150	12.00	\$1,800.00
<u>1-DESIGN PHASE</u>	1.2 SCHEMATIC DESIGN PHASE	CADIDESIGNER	\$100	4.00	\$400.00
	FURSE	TECNICIAN	\$90	0.00	\$0.00
		ASSISTANT	\$60	4.00	\$240.00
<u> </u>		Addid ANI	400	7.00	\$0.00
	4 4 DEPION DEV	ENGINEER	\$150	16,00	\$2,400.00
1-DESIGN PHASE	1.3 DESIGN DEV.	CAD/DESIGNER	\$100	24.00	\$2,400.00
	<u>PHASE</u>	TECNICIAN	\$90	0.00	\$0.00
		ASSISTANT	\$60	8.00	\$480.00
		ASSISTANT	900	0,00	\$5,280.00
4 DEDICH BUILDE	1.4 CONSTRUCTION	ENGINEER	\$150	20.00	\$3,000.00
1-DESIGN PHASE	DOCUMENTS	CAD/DESIGNER	\$100	32.00	\$3,200.00
,	DOCUMENTS	TECNICIAN	\$90	0,00	\$0.00
		ASSISTANT	\$60	8.00	\$480.00
	· · · · · · · · · · · · · · · · · · ·	Madia (MN)	400	0.50	\$6,680.0
A SPENIE SE	2,1 PRE-BID CONF.	ENGINEER	8150	0,00	\$0.0
2-CM PHASE	Z.I PRE-BID COME.	CAD/DESIGNER	\$100	0.00	\$0.00
		TECNICIAN	\$90	4.90	\$360.0
	•	ASSISTANT	\$60	0.00	\$0.00
	-	Adole (Ajet			\$360.00
					\$0.02
2-CM PHASE	2.2 PRE-CON	ENGINEER	\$150	0.00	\$0.0
		CAD/DESIGNER	\$100	0.00	\$0.00 \$360.0
		TECNICIAN	. 2020	4.00	
		ASSISTANT	\$60	0.00	\$0.0 \$360.0
1					
2-CM PHASE	2.3 PERIODIC VISITS	ENGINEER	\$160	0.00	\$0.0
Z-UN PHASE	MOTERADDIO VIDITO	CAD/DESIGNER	\$100	0.00	\$0.0
		TECNICIAN	\$90	60.00	\$5,400.0
:		ASSISTANT	\$60	0.00	\$0.0 \$5,400.0
	• :				401-104,0
			-		
2-CM PHASE	2.4 PUNCHLIST	ENGINEER	\$150	0.00	\$0.01
- C		CAD/DESIGNER	\$100	0.00	\$0,0
, , , , , ,	to grant and	TECNIC!AN	· \$90	4.00	\$360.0
	<u> </u>	ASSISTANT	\$60	0.00	\$0.0 \$360.0
	*				, 4
2 CM 80465	2.5 & 2.6 FINAL	ENGINEER	\$150	0.00	\$0.0
2-CM PHASE	INSPECTION &	CAD/DESIGNER	\$100	0.00	\$0.0
		TECNICIAN	\$90	4.00	\$360.0
	RECORD DOCS.	ASSISTANT	\$60	0.00	\$0.0

FEE TOTAL		<u></u>			ING SERVICES	i , ,
• • • • • •	•	·. · · · · ·			 TOTAL	_

 FEE BREAKDOWN
 \$1,920.00

 SCHEMATIC PHASE =
 \$1,920.00

 DESIGN DEV. PHASE =
 \$5,280.00

 CONST. DOC. PHASE =
 \$6,680.00

 CONST. MGT. PHASE =
 \$6,940.00

 TOTAL
 \$20,720.00

ADAMS COUNTY, COLORADO AMENDMENT #1 2018-252 FOR ROOFING DESIGN & CONSTRUCTION ADMINISTRATION SERVICES

THIS AMENDMENT #1 TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT
2018 411 is entered into this day of , 2018, by and between the
Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams
County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and
RoofTech Consultants, Inc., located at 14828 W 6 th Avenue, Unit B-8, Golden, Colorado 80401,
hereinafter referred to as the "Contractor." The County and the Contractor may be collectively
referred to herein as the "Parties".

RECITALS

WHEREAS, on April 23, 2018, the County entered into a Professional Service Agreement 2018.411 with Contractor for Design and Construction Administrative Services to replace roofing at the Waymire Dome; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to add Design and Construction Administrative Services at the Adams County Administration Building.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

- 1. The Service Agreement is hereby amended to add Design and Construction Administrative Services at the Adams County Administration Building to agreement 2018.411.
- 2. The additional services shall not exceed twenty thousand seven hundred twenty dollars and zero cents (\$20,720.00).
- 3. The Service Agreement and this Amendment #1 contain 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 both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment #1, the terms, conditions, and provisions of this Amendment #1 shall control.
- 4. The Recitals contained in this Amendment #1 are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
- 5. This Amendment #1 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

- 6. Northing expressed or implied in this Amendment #1 is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment #1 or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment #1 by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
 - 7. If any provision of this Amendment #1 is determined to be unenforceable or invalid for any reason, the remainder of the Amendment #1 shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
 - Each party represents and warrants that it has the power and ability to enter into this
 Amendment #1, to grant the rights granted herein, and to perform the duties and
 obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO COUNTY MANAGER

Raymond H. Gonzales	Date
RoofTech Consultants, Inc.	
Ronald Scott Print Name	Print Title
DRO Last	
Signature	Date of the second of the seco
ATTEST: STAN MARTIN	APPROVED AS TO FORM:

2018.252 ROOFTECH CONSUTLANTS

DOC #5239424 Revised 1/4/17

Deputy Clerk

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CONBULTANT SERVCES	\$1,200,00	\$0.00 \$720.00	90'03	\$1,820.00	\$1,800.00	OF US	00'012\$	20.03	10 CO 14	22,400,000	8.5	\$480.06	00.182,281.00	00'000'63	\$3,200.00	DO 08	Q0:00:08	\$0.00	00.0862	00'0\$	\$380.00	8 2 2	\$380.00	60.00	00,000%		00.03	\$5,400.00	100	aront're	00:04	00'08	00.000	50.08 50.08 50.08 50.08 50.08 50.08	Consect	DOLDS.	*	00'03		
CONSULTANT HOURS	830	90	900		12.00	8	000	R		16,00	250	808		er er	90	000	8.00	970	93	8 8		000	8	3		•	98	0009	000	i		2 8	8	0.00		000	700	000		
RATE \$/HR C	4460	2001	9	ŝ	8	9	06 #	A		\$150	8	E \$			100	98	GBS		•	08	2	\$150	•		ł			200	9			2 2 2								•
DISCIPLINE		CADIDESIGNER	TECNICIAN	ASSISTANI	GHEINEN	CADIDESIGNER	TECNICIAN	ASSISTANT		ENGINEER	CAD/DESIGNER	TECNICIAN	Addio I Atte	:	ENGINEER	THENICIAN	ASSISTANT	ENGINEER	CADIDESIGNER	TECNICIAN	ASSISTANT	ENGINEER	CADIDESIGNER	TECNICIAN	ASSISTANT		ENGMEER	CALIDESIGNER	ASSISTANT			ENGINEER	CALIFICATION	ASSISTANT		ENGINEER	CALINDESIGNER	PESISTANT		:
SUBATEM		1.1 PELD SITE VISIT				1.2 SCHEMA IN PESSON				A 1 DECIDA NEV.	PHASE	į			1.4 CONSTRUCTION	DOCUMENTS		The state of	Z I MC SELVATE			NO PROBLEM					2.3 PERIODIC VISITS			 		2.4 PUNCHLIST				OR B OF FINAL	NSPECTION &	RECORD DOCS.		
HAGHE VECTOR		1-DEBIGN PHASE				10FBIGNERASE		•		THE PERSON NAMED IN	POENCY PROPERTY				1-DESKIR PHASE				2-CH P145E			1	SAMILINAS S				ARAND WILL					2-CM PHASE					ZOUR CHARGE			

FEE TOTAL

\$1,920.00 \$5,280.00 \$6,690.00 \$6,640.00 \$20,720.00

ADAMS COUNTY, COLORADO AMENDMENT #1 2018-252 FOR ROOFING DESIGN & CONSTRUCTION ADMINISTRATION SERVICES

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RECITALS	
WHEREAS, on April 23, 2018.411 with Contractor roofing at the Waymire Doi	onal Service Agreement tive Services to replace
WHEREAS, the County an add Design and Construct Building.	he Service Agreement to County Administration
NOW, THEREFORE, for thacknowledged by the parties	ncy of which is mutually ows:
1. The Service Agree Administrative Servi 2018 411	ign and Construction Building to agreemen

- 2. The additional services shall not exceed twenty thousand seven hundred twenty dollars and zero cents (\$20,720.00).
- 3. The Service Agreement and this Amendment #1 contain 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 both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment #1, the terms, conditions, and provisions of this Amendment #1 shall control.
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IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

Raymond H. Gonzales

RoofTech Consultants, Inc.

Print Name

Print Title

Signature

Date

ATTEST: STAN MARTIN CLERK AND RECORDER

Deputy Clerk

Deputy Clerk

Date

County Attorney

ADAMS COUNTY, COLORADO

ROOFTECH CONSULTANTS INC

July 23, 2018

Mr. Mark Schlindwein Adams County 4430 S. Adams County Parkway, Suite C1700 Brighton, CO 80601

re: Statement of Work
Design & Construction Administration Services
Replace Roofing – Adams County Administration Building

Mark:

As per your request, this document has been prepared in order to outline the services to be provided on the above project. We have done this in order to show some of the deliverable items normally included in a roofing project of this type. The description below covers the basic work items for each major project phase.

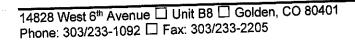
PART 1 DESIGN PHASE

1.1 Field Site Visits

- A. Conduct on-site investigation of each roofing surface to determine existing conditions.
- B. Review detail concerns such as low flashing heights, difficult to access flashings and other aspects of roofing and sheet metal flashing design.
- C. Review roofing related items for damage such as fascia and soffits.

1.2 Schematic Design Phase

- A. Establish the existing conditions of the current roofing system. Identify performance concerns such as ponding.
- B. Identify exact existing roofing construction.
- C. Coordinate design of new system to meet Building Codes, along with Owner's standards and expectations.
- D. Address detail concerns such as low flashing heights, difficult to access conditions and other aspects of roofing and sheet metal flashing design.
- E. Prepare a design analysis report stating all of the design phase aspects of the documents to be prepared. Cover all code, Factory Mutual and industry standard design issues briefly.



FEE PROPOSAL BREAKDOWN REPLACE ROOFING - ADAMS COUNTY ADMINISTRATION BUILDING 7/23/2018

RK PHASE	SUB-ITEM	DISCIPLINE	RATE \$/HR	CONSULTANT HOUS	RS C	ONSULTANT	SERVCES
	4 A FIEL D OUTE LIGHT	ENGINEER	\$150	8.00			\$1,200.00
<u>1-DESIGN PHASE</u>	1.1 FIELD SITE VISIT	CAD/DESIGNER	\$100	0.00			\$0.00
		TECNICIAN	\$90	8.00			\$720.00
	•	ASSISTANT	\$60	0.00			\$0.00
		AddidIAII	- 400				\$1,920.00
	4 a COUEMATIC DESIGN	ENGINEER	\$150	12.00			\$1,800.00
<u>1-DESIGN PHASE</u>	1.2 SCHEMATIC DESIGN	CAD/DESIGNER	\$100	4,00		•	\$400.0
	<u>PHASE</u>	TECNICIAN	\$90	0.00			\$0.0
		ASSISTANT	\$60	4.00			\$240.0
		Addionate					\$0.0
4 DECICAL DUARE	1.3 DESIGN DEV.	ENGINEER	\$150	16.00			\$2,400.0
1-DESIGN PHASE	PHASE	CAD/DESIGNER	\$100	24.00			\$2,400.0
	FIIAGE	TECNICIAN	\$90	0.00			\$0.0
		ASSISTANT	\$60	8.00			\$480.0 \$5,280.0
							φυ, 2 00.0
1-DESIGN PHASE	1.4 CONSTRUCTION	ENGINEER	\$150	20.00			\$3,000.0
I-DESIGN FRASE	DOCUMENTS	CAD/DESIGNER	\$100	32.00			\$3,200.0
	<u>DOODMENTING</u>	TECNICIAN	\$90	0.00			\$0.0
		ASSISTANT	\$60	8.00			\$480.0
	100						\$6,680.0
							\$0.0
2-CM PHASE	2.1 PRE-BID CONF.	ENGINEER	\$150	0.00			\$0.0
		CAD/DESIGNER	\$100	0.00			\$360.0
	* *	TECNICIAN	\$90	4.00			\$0.0
		ASSISTANT	\$60	0.00			\$360.0
2-CM PHASE	2,2 PRE-CON	ENGINEER	\$150	0.00			\$0.0
Z-GIN PRINCE	E.E. I ILE GOIL	CAD/DESIGNER	\$100	0.00			\$0.
		TECNICIAN	\$90	4.00			\$360.
		ASSISTANT	\$60	6.00			\$0.
							\$360.
			4150	0.00		. :	\$0.
2-CM PHASE	2.3 PERIODIC VISITS	ENGINEER	\$150	0.00			\$0.
		CAD/DESIGNER	\$100	60.00			\$5,400.
		TECNICIAN	\$90 \$60	0.00			\$0.
		ASSISTANT	\$60_				\$5,400
							-1.
	2.4 PUNCHLIST	ENGINEER	\$150	0.00			\$0.
2-CM PHASE	Z.4 PUNGILLOI	CAD/DESIGNER	· ·	0.00			\$0,
	and the second	TECNICIAN	\$90	4.00			\$360
		ASSISTANT	\$60	0.00			\$0.
							\$360
			#4 2 0	0.00	**	1.	\$0
2-CM PHASE	2.5 & 2.6 FINAL	ENGINEER	\$150	0.00			\$0
	INSPECTION &	CAD/DESIGNER		4.00			\$360
	RECORD DOCS.	TECNICIAN	\$90	0.00		8 1 No. 1 1 1 1	\$0
4 4 4		ASSISTANT	\$60	0,00			\$360

FEE TOTAL	ROOFING SERVICES TOTAL
	\$20,720,00

FEE BREAKDOWN	
SCHEMATIC PHASE =	\$1,920.00
DESIGN DEV. PHASE=	\$5,280.00
CONST. DOC. PHASE =	\$6,680.00
CONST. MGT. PHASE =	\$6,840.00
TOTAL	\$20,720,00

ADAMS COUNTY PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 23 day of April 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and RoofTech Consultants, Inc., located at, 14828 W. 6th Avenue, Unit B-8, Golden, Colorado 80401, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2018.411 and the Contractor's response to the RFP 2018.411 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.
- RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. **TERM**:

- 3.1. <u>Term of Agreement:</u> The Term of this Agreement shall be for one-year from the date of this agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.
- 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: twenty-six thousand five hundred sixty dollars (\$26,560.00).

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

6. NONDISCRIMINATION:

- 6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
 - 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
- 8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

Bliss and Ropeltsch Consultants

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

8.1.1. Each Occurrence:

\$1,000,000

8.1.2. General Aggregate:

\$2,000,000

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

8.2.1. Bodily Injury/Property Damage:

\$1,000,000 (each accident)

8.2.2. Personal Injury Protection:

Per Colorado Statutes

8.3. Workers' Compensation Insurance:

Per Colorado Statutes

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

8.4.1. Each Occurrence:

\$1,000,000

- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
 - 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 8.5.2 The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 8.5.3 Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. <u>Licensed Insurers</u>: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this

Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. 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.

10. WARRANTY:

10.1. 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.

11. TERMINATION:

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

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11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. <u>Jurisdiction and Venue:</u> The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. <u>Assignability:</u> 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.
- 12.6 Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving

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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.

- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
 - 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
 - 2) Immediately upon hand delivery; or
 - 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facilities and Fleet Management

Contact: Mark Schlindwein

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6305

E-mail: mschlindwein@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: RoofTech Consultants, Inc.

Contact: Ron Scott

Address: 14828 W. 6th Avenue Unit B-8 City, State, Zip: Golden, Colorado 80401

Phone: 303-233-1092

E-mail: ron@rooftechconsultants.com

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. <u>Authorization</u>: 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.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 et seq. ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
- 14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 14.1. 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.
 - 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - 14.7. 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).
 - 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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IN WITNESS WHEREOF, the Parties have cau	sed their nar	nes to be affixed here	io:
Adams County Colorado County Manager		· · · · · · · · · · · · · · · · · · ·	
Adda 1/2 for	<u>Ø 4/.</u>	55/18	
Raymond H. Gonzales	Date		
RoofTech Consultants, Inc.			
org Left	4/16/20 Date	ગો ર	
Signature			
Ronald Scott Printed Name	Pres 100 Title	'ut	
Attest:	DIAM	ad	
Oler Mortin Clork and Recorder	<u>∤【八八】</u> ty Clerk		
Approved as to Form: Adams County Al	ttorney's Offi	ce	
NOTARIZATION OF CONTRACTOR'S SIG	NATURE:		
COUNTY OF <u>Jefferson</u>	_)		
Palarach)SS .		
STATE OF OID FULL		[Anri]	2018.
Signed and sworn to before me this <u>l l g</u> †	'day of		
by Ronald Scott	, , , , , , , , , , , , , , , , , , ,	CAITLYN BER	THOUF
Contlin Borthall	*	NOTARY PU STATE OF COL NOTARY ID 201 MY COMMISSION EXP	ORADO 74041153
Notary Public			
10/1	2/2/21		
My commission expires on:	<u> </u>		

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

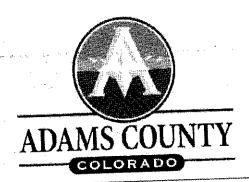
CONTRACTOR:

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.

RoofTech Consultants, Inc. Company Name	4/16/2018 Date
Signature Signature	
Ronald Scott Name (Print or Type)	una communi
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 Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date:

February 20, 2018

RFP Number:

RFP-JTH 2018.411

RFP Title:

A/E Design Services for Roof Replacement at Waymire Dome at Adams County Regional Park

Pre-Proposal Meeting:

February 27, 2018 9:00 a.m. MT

Waymire Dome -Room TBD 9755 Henderson Road, Brighton, CO 80601

RFP Questions Due:

March 1, 2018 2:00 p.m.

Proposal will be received until:

March 13, 2:00 p.m. MT, Our Clock

4430 South Adams County Parkway, Front Lobby

Brighton, CO 80601

For additional information please contact:

Jennifer Tierney Hammer

720-523-6049

jtierney@adcogov.org

Documents included in this package:

Email Address:

Proposal Instructions

General Terms and Conditions

Scope of Work (SOW)/ Specifications

Pricing Form

Submission Check List

Statement of No Bid

Contractor's Certificate of Compliance

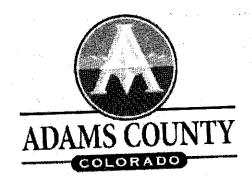
Contractor's Statement

Reference Form

Term of Acceptance Form

Appendix A – Sample Agreement Design and Construction Standards

Contract Document Standards



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

REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

- PURPOSE/BACKGROUND: The purpose of this RFP is to purchase A/E Design Services as specified herein from a source(s) of supply that will give prompt and efficient service to the County.
- 2. SUBMISSION OF PROPOSALS: The proposal must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:

Adams County Government Center Purchasing Division 4430 South Adams County Parkway Brighton, CO 80601 Hand Deliveries accepted:

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

ATTN: Jennifer Tierney Hammer Lead Contract Specialist RFP-JTH-2018.411

- 3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for A/E Design Services For Roof Replacement At Waymire Dome at Adams County Regional Park.
- 4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: http://www.bidnetdirect.com/colorado/solicitations/open-bids
 - 4.1. Interested parties must register with this service to receive these documents.

5. CONTRACTUAL OBLIGATIONS

- 5.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 5.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest

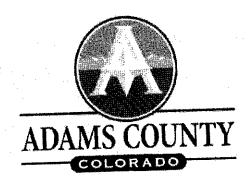
- of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, nonappropriation, and termination.
- 5.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 5.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 5.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

6. PRE-PROPOSAL MEETING AND WALK-THROUGH IS MANDATORY:

- 6.1. A mandatory pre-proposal meeting will be held on February 27, 2018, 9:00 a.m. at the Adams County Parks Waymire Dome 9755 Henderson Road Brighton, CO 80601 to discuss the Scope of Work. A representative of the Contractor must attend this mandatory conference in order to qualify to respond to this Agreement.
- 6.2. Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.
- 6.3. Pricing MUST be submitted in a separate sealed envelope.
- 7. METHOD OF AWARD It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.
 - 7.1. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
 - 7.2. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

- 8.6. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Jennifer Tierney Hammer Lead Contract Specialist, Purchasing Division, Adams County, itierney@adcoqov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
- 8. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
- 9. 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.
 - 10. 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.
 - 11.BUDGET: Budget will not be disclosed.
 - 12.DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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

REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

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

2. CONTENTS OF PROPOSAL

- 2.1. GENERAL CONDITIONS: Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
- 3. Equal Opportunity: The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make

available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. Colorado Open Records Act: 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 as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this solicitation process.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.
 - 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.
 - 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
 - 5.1.3. ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.

5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION

- 5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
 - 5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.
 - 5.2.2.1. Federal Identification Number: 84-6000732
 - 5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

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

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

- 7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.
 - 7.1.2 Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original Contractor's Statement page of the Solicitation, its Proposal may be considered invalid.
 - 7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any

- documentation or presentation materials and to do so would be a violation of the County's trademark
- 7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.5. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

7.2. SUBMISSION

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

8. LATE PROPOSALS

8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.

- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: A/E Design Services for Roof Replacement at Waymire Dome at Adams County Regional Park and RFP-JTH-2018.411.
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

9.2. WITHDRAWAL OF PROPOSALS

- 9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.
- 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

- 10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:
 - 10.1.1 Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

- 10.1.2. Re-advertise this Solicitation;
- 10.1.3. Postpone or cancel the process;
- 10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or
- 10.2 REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:
 - 10.2.1. The Contractor misstates or conceals any material fact in its Proposal;
 - 10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
 - 10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
 - 10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or
 - 10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.
 - 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

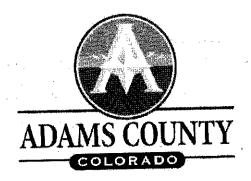
- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
 - 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
 - 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

- 11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 12. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.
- 13. AWARD OF SOLICITATION: The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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

REQUEST FOR PROPOSAL SCOPE OF WORK

I. INTRODUCTION

Adams County (County) is seeking responses from Qualified Firms for A/E Design Services for Roof Replacement at Waymire Dome at Adams County Regional Park.

II. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive.

- List items which must be included in submittal in order to be accepted and evaluated
 - Resume's of Key personnel
 - o References, minimum of 3
 - List of at least three projects of similar scope and complexity performed within the past five years.

III. RESPONSE FORMAT

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

SUBMISSION OF PROPOSALS: ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single PDF document) and FIVE (5) HARDCOPIES, TOTAL OF SIX (6) submittals of each Proposal must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE.

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

- 1. Provide submittal without reference to Adams County logo or company logo.
- Label cover of Original submittal

- 3. Submit proposal in a tab format
- 4. Table of Contents Include a clear identification of the material by section and by page number., i.e. Mandatory Requirements section, etc.
- 5. Executive Summary The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
- 6. Profile of the Firm State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - a. Size of the Firm and size of local office (if applicable)
 - b. Location of the office, where the work on this engagement is to be performed
 - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
 - d. Number and nature of staff to be assigned to this project on a part-time basis.
 - e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
 - f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
 - 7. Provide documentation that satisfies the Required Document requests.
 - 8. Provide documentation that satisfies the criteria to be evaluated.

IV. Detailed Scope/Specification Requirements

The Waymire Dome is a multi-purpose facility owned and operated by Adams County Regional Park. The existing roof is comprised of three different roofing systems that total 30,000 s.f. (approximate). All existing roof systems are deemed to be at the end of their service life and require replacement.

Adams County is seeking the services of a professional design group that will provide the investigation, research and documentation necessary to facilitate the reconstruction of the existing roof surfaces in general accordance with Adams County Facilities / Fleet standards as documented in this document, attached Exhibits and referenced standards.

Performance Requirements/Acceptance Criteria for Contract Documents:

Adams County regards the following as general criteria for this scope of work. Any deviation from these criteria suggested by the design service group must be reviewed in detail and accepted by representatives of the Facilities / Fleet Department of Adams County and any key specialty consultants that the County has engaged.

- Roof Membrane: 'KEE' which meets all the physical requirement of ASTM D-6754-02
- R-30 insulation and 1/2" cover board
- Tapered insulation as necessary
- UL Class A for all specified products

90 mph Assembly criteria

 20 Year Full-System Manufacturer's Warranty inclusive of 1 1/2" hail resistance and 90 mph wind speed resistance.

Additional Scope Information:

Adams County Facilities and Fleet Department has consulted with TAMPA (specialty The result of that roofing consultant) in the preliminary stages of this project. consultation is a summary of the existing roof structures and recommendations for reroofing as documented below. The RFP respondents will be expected to research and validate the recommendations below in the process of design.

Dome Roof and Perimeter - Area 'A': 11,000 s.f. (approximate)

- See Roof Diagram for configuration of existing roof.
- Remove existing foam roofing system down to structural concrete substrate.
- Prime existing structural concrete substrate with product suitable for the subsequent installation of vapor barrier.
- Install vapor barrier product that is compatible with all other adjacent roof products and components.
- Adhere two (2) layers of 2.6" x 4' x 4' polyisocyanurate roof insulation with adhesive that is compatible with all other adjacent roof products and components.
- Adhere 1/2" tapered insulation system or crickets as necessary.
- Adhere one (1) layer of 1/2" gypsum-fiber roof board with adhesive that is compatible with all other adjacent roof products and components.
- Adhere 50 mil 'KEE' membrane that meets all the physical requirement of ASTM D-6754-02 with adhesive that is compatible with all other adjacent roof products and components.

Existing Asphalt Shingle Roofs - Area 'B': 12,800 s.f. (approximate)

- See Roof Diagram for configuration of existing roof.
- Remove existing asphalt shingles and roof underlayment. Leave existing R-30 insulation in place.
- Install vapor barrier product that is compatible with all other adjacent roof products and components.
- Adhere one (1) layer of 1 1/2" polyisocyanurate roof insulation with adhesive that is compatible with all other roof products and components.
- Adhere one (1) layer of 1/2" gypsum fiber roof board with adhesive that is compatible with all other roof products and components.
- Adhere 50 mil 'KEE' membrane that meets all the physical requirements of ASTM D-6754-02 with adhesive that is compatible with all other adjacent roof products and components.
- Install welded simulated metal system ribs provided by same manufacturer as the roofing membrane.

Existing TPO Membranne Roofs - Area 'C': 6,200 s.f. (approximate)

- See Roof Diagram for configuration of existing roof.
- Remove existing TPO membrane and cover board. Leave existing R-30 insulation in place.
- Install vapor barrier product that is compatible with all other adjacent roof products and components.

- Adhere one (1) layer of 1 1/2" polyisocyanuurate roof insulation with adhesive that is compatible with all other roof products and components.
- Adhere one (1) layer of 1/2" gypsum-fiber roof board with adhesive that is compatible with all other adjacent roof products and components.
- Adhere 50 mil 'KEE' membrane that meets all the physical requirements of ASTM D-6754-02 with adhesive that is compatible with all other adjacent roof products and components.

Tasks and Deliverables:

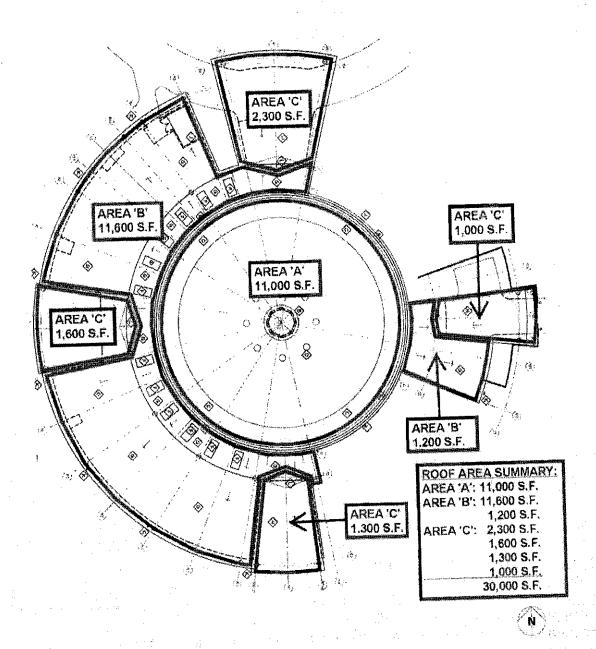
Adams County regards the following as the general responsibilities of a professional design services group for this scope of work:

- Conduct Pre-Bid Job Site Investigation and Analysis
- Construction Documents: Roof Plans, details, technical specifications, and engineering calculations demonstrating adherence to all applicable codes.
- Issue Addenda as required during Construction Bidding Period.
- Construction Bid Review with Owner.
- Technical Submittal review in coordination with Owner.
- Conduct Preconstruction Conference prior to an Construction Activity.
- Review all correspondence related to Change Orders / Contract Amendments.
- Conduct a weekly field observation visit and provide Owner with a Field Report containing photographic record of work in progress.
- Perform Final Observation/Inspection(s) in cooperation with Roofing Manufacturer(s).
- Assist with Contractor Close-Out Procedures as necessary.
- Coordinate and include TAMPA (specialty roofing consultant) in design and construction observation tasks throughout the project timeline.
- Observe 'Adams County Design and Construction Standards' and other Exhibits published with the RFP.

Evaluation Criteria

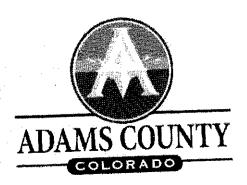
- Professionalism: Including proposal's appearance, presentation, completeness, accuracy, following instructions and responsiveness.
- Understanding of the Project: Including scope of services, key elements, project approach, work plan, scheduling and planning.
- General Project Experience: Including the general experience of the proposed team's professionals, sub-consultants and personnel, quantity of work performed and general industry standards. May include qualifications, certifications or licensing of team members. Include organizational chart, collaboration internally and externally with professionals, sub-consultants and key personnel experience and qualifications, adequate staff and evidence of
- Similar Project Experience: Including experience of other project's size, cost, quality, schedule, delivery method and approach.
- General Items: Include clarifications, exclusions or exceptions with the contract terms or miscellaneous items not included.
- Pricing

Roof Diagram (for reference only):



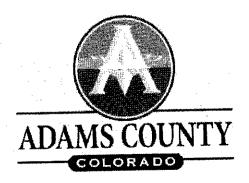
NOT TO SCALE

ADAMS COUNTY REGIONAL PARK — WAYMIRE DOME 9755 HENDERSON ROAD BRIGHTON, CO 80601



REQUEST FOR PROPOSAL (Submit in separate sealed envelope)

Please provide pricing on your own form, they must be in a separate sealed envelope.



REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

SUBMISSION: It is imperative you address your submittal envelope as follows:

Mailing Address:

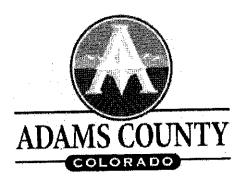
Adams County Government Center Purchasing Division C4000A 4430 South Adams County Parkway Brighton, CO 80601

Hand Deliveries accepted:

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

ATTN: Jennifer Tierney Hammer Lead Contract Specialist RFP-JTH-2018.411

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.	YES	NO
Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?	YES	NO
Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.	YES	NO
Requirements met and response included?	YES	NO
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	YES	NO
Have all the addendums been acknowledged and enclosed?	YES	NO
Original and the number of copies specified enclosed including electronic copy?	YES	NO
Has a duly authorized agent of the contractor signed the Contractor's Statement?	YES	NO
Is pricing form enclosed in a separate sealed envelope?	YES	NO

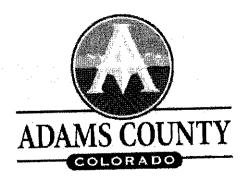


REQUEST FOR PROPOSAL CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

Contractor	Name			
•				
Printed or	Typed Name			
Signature				
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Title				Park to the
			anna ann ann an t-aire	And the latter of the control of the latter
Date				

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



REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

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

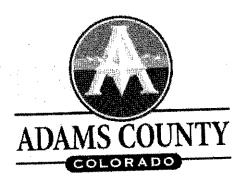
If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

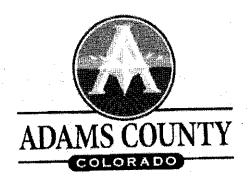
Addenda (list all):		
Contractor Name	Date	
Signature	Printed Name	
3		
Title		
Address		
City, State, Zip Code	County	
Telephone	Fax	

Email-



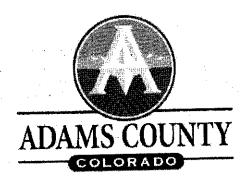
REFERENCE FORM

Contractors shall furnish the (3) firms or government organ	names, addresses and telephone numbers of a minimum of three nizations for which the Contractor has provided similar projects:
Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Value	\$
Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Value	\$
Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Value	\$



REQUEST FOR PROPOSAL TERM OF ACCEPTANCE FORM

Request for Proposal #		
I, on behalf of the Contractor identified be the sample Agreement attached to the F contained in that Agreement. I further he comply with each and every term and pro propose no modifications to the sample A	elow, hereby certify that I have RFP and understand the term ereby certify that it is the Con ovision contained in the sample	tractor's intent to
1)		
2)		
3)		
I understand that the modification sta purposes only and that Adams County negotiate any and all proposed modificat	reserves the highlit to accept	i, lojoor or minimi
Contractor Name	antergilet i State de gran - Marie de l'estate de l'estate de la la companya de l'estate de l'estate de l'esta	
Authorized Signature		
Printed Name		
Title		
Date		



REQUEST FOR PROPOSAL APPENDIX A SAMPLE AGREEMENT FOR SERVICES

The Sample Agreement for Services is included in this solicitation for informational and reference purposes only.

ADAMS COUNTY PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of ______ 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Company Name, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.
- RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from DATE through DATE.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.
- 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:
 - 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
- 5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

- 6.1 The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
 - 6.1.1 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
- 8. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:
 - 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence:

\$1,000,000

8.1.2. General Aggregate:

\$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection:

Per Colorado Statutes

8.3. Workers' Compensation Insurance:

Per Colorado Statutes

- 8.4. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
 - 8.4.1. Each Occurrence:

\$1,000,000

- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
 - 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. 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.

10. WARRANTY:

10.1. 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.

11. TERMINATION:

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

12. MUTUAL UNDERSTANDINGS:

- 12.1. <u>Jurisdiction and Venue</u>: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3 OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6 Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (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: Winner123

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

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

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
- 14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 14.1. 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.
 - 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 14.3. 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

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- contract with an illegal alien to perform work under this public contract for services.
- 14.4. 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.
- 14.5. 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.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. 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).
- 14.8 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.

Remainder of this page is left blank intentionally.

THE REPORT OF THE PROPERTY OF

Board of County Commissioners Date Chair Contractor Date Signature Title Printed Name 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_____ Signed and sworn to before me this ____ day of **Notary Public** My commission expires on: ___

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

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.

Company Name		Date 🖟 🛊		
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Signature				
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Name (Print or Type)		g .		
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Title		***************************************		e faster.

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.

RFP-JTH-2018 411

CONTRACTOR:

RESPONSE TO REQUEST FOR PROPOSAL

A/E Design for Roof Replacement At Waymire Dome at Adams Country Regional Park

Adams County RFP-JTH 2018.411

RoofTech Consultants, Inc. Roof Design & CA Services

March 13, 2018

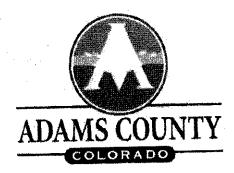


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REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

SUBMISSION: It is imperative you address your submittal envelope as follows:

Mailing Address:

Adams County Government Center Purchasing Division C4000A 4430 South Adams County Parkway Brighton, CO 80601

Hand Deliveries accepted:

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

ATTN: Jennifer Tierney Hammer Lead Contract Specialist RFP-JTH-2018.411

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.	(YES)	NO
Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?	YES	NO
Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.	YES	NO
Requirements met and response included?	YES	NO
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	YES	NO
Have all the addendums been acknowledged and enclosed?	(YES)	NO
Original and the number of copies specified enclosed including electronic copy?	YES	NO
Has a duly authorized agent of the contractor signed the Contractor's Statement?	(YES)	NO
Is pricing form enclosed in a separate sealed envelope?	YES	NO

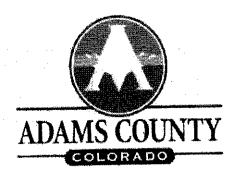


REQUEST FOR PROPOSAL CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

RoofTech Consultants, Inc.	
Contractor Name	User the standard production of the standard sta
Ronald Scott	
Printed or Typed Name	
83 () 1 East	
Signature	
President	
Title	
3/13/2018	
Date	

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



REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

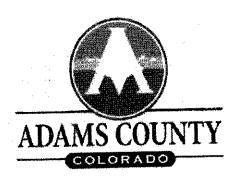
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): Addendum 1	
RoofTech Consultants, Inc. Contractor Name	3/13/2018 Date
836) Aug	Ronald Scott
Signature	Printed Name
President Title	
14828 W. 6th Ave, Unit B-8	
Address	
Golden, CO 80401	Jefferson
City, State, Zip Code	County
(303) 233-1092	303-233-2205
Telephone	Fax
ron@rooftechconsultants.com Email	



Doc#4725870v3

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

REQUEST FOR PROPOSAL REFERENCE FORM

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

Company Name	Jefferson County		
Address	700 Jefferson County Parkway, Suite 300, Golden, CO 80401		
Reference Name	Bud Fears	· · · · · · · · · · · · · · · · · · ·	
Reference Email Address	bfears@co.jefferson.co.us	and defined the second of the	
Telephone Number	(303) 271-5006	The state of the s	
Project Name	Replace Roofing - Jefferson County Central Shops Bldg C		
Value	\$ 169,650		
Company Name	City & County of Denver		
Address	201 W. Colfax Ave. #506 Denver, CO 8020	2	
Reference Name	Dave Brown		
Reference Email Address	david.brown@denvergov.org		
Telephone Number	(720) 865-3039	·	
Project Name	Replace Roofing Castro Building		
Value	\$ 604,800		
Company Name	Boulder County		
Address	PO Box 471 Boulder, CO 80306		
Reference Name	Ron Diederichsen	A STATE OF THE STA	
Reference Email Address	rdiederichsen@bouldercounty.org		
Telephone Number	(303) 441-3186		
Project Name	Replace Roofing Boulder County Just	ce Center	
Value	\$ 280,000		
Doc #4725870v3	Page 21 of 32	RFP-JTH-2018.411	



REQUEST FOR PROPOSAL TERM OF ACCEPTANCE FORM

Request for Proposal # <u>RFP -JTH 20</u>)18.411	
I, on behalf of the Contractor identified the sample Agreement attached to the contained in that Agreement. I furthe comply with each and every term and propose no modifications to the sampl	r hereby certify that it is the Control provision contained in the sample	actor's intent to
	,	
1)		
2)		
Sen)	Landing of the Control of the Contro	
		4 · *
3)	AND THE PROPERTY OF THE PROPER	Managara Ma
I understand that the modification purposes only and that Adams Cou negotiate any and all proposed modif	inty reserves the right to accept,	d for discussion reject or further
RoofTech Consultants, Inc.		
Contractor Name		
01) 15		
Authorized Signature		* 1
		11
Ronald Scott		······································
Printed Name	And the second s	engina S
President		
Title		e de la companya de
3/13/2018		
Date	The state of the s	



ROOFTECH CONSULTANTS INC

March 13, 2018

Jennifer Tierney Hammer Lead Contract Specialist Adams County Government Center 4430 South Adams County Parkway Brighton, CO 80601

re:

Response to Request for Qualifications A/E Design Services for Roof Replacement at Waymire Dome at Adams County Regional Park RFP-JTH 2018.411

Jennifer:

RoofTech Consultants, Inc. is pleased to respond to the request for qualifications relating to the above captioned project. Following this Executive Summary letter you will find the requested items referencing our firm's qualifications for this work including but not limited to: resumes for all key personnel, references and project examples, and a complete profile of the firm. We have been providing services in the roofing and waterproofing design fields for over 30 years and believe that we can provide professional services for the intended work in a timely manner.

We are not a general architectural/ engineering firm with a roofing design department. RoofTech has always specialized in roofing and waterproofing design and investigation. As a result, we are very familiar with all the systems and what is needed to design a long lived repair or replacement. In the 33 continuous years of operation we have designed over 500 roofing projects of notable size. In the last few years RoofTech has also done the design and construction administration for the Boulder County Justice Center, Jefferson County Auditorium, City & County of Denver Castro Building and the roof investigation for the National Western Stock Show Arena.

One of the keys to the Firm's success is related to our strong field observation presence during the course of the project. Our roofing technician, as supported by Mr. Scott, monitor our designs as they are being installed in the field. We have found that this is the best form of assurance that a roof will perform during its expected service life.

Please do not hesitate to contact us should additional information or clarifications be required.

Sincerely.

Ronald D. Scott, Colo. P.E. 20989

RoofTech Consultants, Inc.

RDS/ \text{\text{Impelword\pro\Adams County Waymire Dome\Executive Summary.docx}

Firm's Profile

Firm Location

RoofTech Consultants is located in Golden, Colorado. However, we have worked successfully all over the state. From Grand Junction, Boulder, Fort Collins, La Junta, Sterling, Vail and Colorado Springs, our commitment to an exceptional job has no bounds. Some of our larger projects have even been out of state, such as the New Orleans Convention Center in Louisiana, the Jefferson National Expansion Memorial in Saint Louis, Missouri and currently Eielson Visitors Center in Denali, Alaska.

Project Team/ Qualifications

The four full-time personnel (Ron Scott, Greg Heath, Gilbert Torres and Leeta Rail) and one part-time support worker (Maurine Olson) are available for any of the aspects of this project. A brief description of the three primary team members follows. Detailed resumes of the Key Personnel are attached.

Mr. Ronald Scott is the principal contact for most of the work and the design leader. After graduating college with a BS degree in Chemical Engineering, Mr. Scott spent five years at Manville Research as a research engineer in the roofing group before leaving to work for a consulting firm. After working with this firm for a year and a half, he left in 1984 and became president of RoofTech Consultants, Inc. Mr. Scott is a registered engineer in the State of Colorado with license #20989 and, also in the state of Missouri with license #2014037259.

Mr. Gregory Heath is the vice president of RoofTech Consultants. Mr. Heath spent three years at Manville Research as a senior lab technician. After that time, he also went to work as a draftsman and construction manager at another roof consulting firm for about a year. His current knowledge of CAD drawing production provides the firm with only the highest quality drawings.

Mr. Gilbert Torres joined the firm in 2005, His primary job function is Construction Manager. Mr. Torres has over 15 years experience in the roofing industry and is bilingual in the Spanish language, which is a plus to our firm as he can communicate effectively to roofing crews. Mr. Torres has also been to the Firestone Building Products University for training.

Services Provided

Since inception in 1984 the Firms has provided services in the roofing and waterproofing design, construction management and facility assessment. The basic services provided by the firm are as follows:

Roofing/Waterproofing System Design Specifications
Roofing/Waterproofing Construction Drawings (AutoCAD & Revit)
Roofing/Waterproofing Cost Estimation
Facility Roofing Audit Services
Infra-Red Thermographic Audit Services
WUFI 6 Pro Hygrothermal Condensation Studies
Roof Insulation Payback Calculations



Firm Profile

A/E Design Services for Roof Replacement
Waymire Dome at Adams County Regional Park

RFP-JTH 2018.411

RoofTech Consultants, Inc.

March 13, 2018

The Firm specializes in roofing and waterproofing design and as a result our fees are very competitive. We know how to "attack" the project with a minimal amount of overhead time. Our background in roofing also allows us to quickly identify the key design requirements so that we can quickly move through the Construction Documents phase of the work.

Our extensive background in cost estimation allows us to quickly and accurately assess the impact of value engineering analysis. We are also able to analyze contract changes to assess whether they fairly represent the work.

Area of Expertise/Strengths

The firm works only in the field of roofing, waterproofing and damproofing, each of these key employees is available and knowledgeable concerning the work and concepts of the typical project that the firm encounters. Our greatest strength lays with our strong field presence before and during construction. Throughout the entire design and bid phase we are conscious of the budget and schedule of every project. This allows us to monitor each project from inception to completion within the owner's budget and time frame.

Substantiated Complaints

In the last three years RoofTech Consultants has had no substantiated complaints filed for any work.



Ronald Scott



Education

BS in Chemical Engineering Unviersity of Arizona

Licenses

Colorado P.E. #20989 Missoun P.E. #2014037259

Software Services

Microsof Office Suite
Microsoft Project
AutoCAD
Revit
WUFI Hydrothermal Analysis
BLOCON HEAT 10 Thermal Analysis
ysis Software
e4Clicks Means Cost Estimating

Contact

T (303) 233-1952 X 101

Ron@rooftechconsultants.com www.rooftechconsultants.com

14828 W. 6th Ave. Unit B-8 Golden, CO 80401

Employment History

President RoofTech Consultants, Inc.

4/1984-Present

Head of engineering consulting firm specializing in re-roof design, waterproofing and failure investigation. Mr. Scott is in charge of all personnel and is the sole engineer in the firm. All project responsibilities are under his control. The areas in which services are provided are Roofing System Design, Roof Failure Investigation, Roof Inspection, Life Cycle Costing, Litigation Support, and Non-destructive Nuclear Backscatter Roof System Testing. Year 2015 project design dollar value was over \$10MM.

Associate-Branch Manager Roof Engineering, Inc.

12/1982-4/1984

Head of the Denver office of Roof Engineering Inc. This firm is a multi-state corporation, which specializes in roofing and waterproofing systems. The services provided by the firm are typical to what is described above. This work was performed for a variety of government private clients. Mr. Scott was head of personnel, lead designer, project manager, and primary consultant.

Research Engineer Manville Research

7/ 1982-12/1983

Headed task force of eight engineers to develop new fire proof insulation products. Developed new field designs to incorporate recently developed roofing felt and insulation products. Provided assistance in new urethane insulation chemical formulations. Provided technical assistance in marketing and sales.

Research Engineer (Promoted) Manville Research (Name Change)

9/ 1980-7/1982

Developed in-place thermal analysis technique to measure the performance of roof insulation products. Head of reasearch Roof Failure investigation task force. Provided roofing design for roofing systems on Manville owned production facilities. Served a one year term as Chairman of Thermal Insulation Manufacturers. Association (TIMA) Roof Insulation Technical Committee. Performed routine testing on roofing system related products.

Engineer Johns Manville

8/1978-9/1980

Identified field performance related problems with new polyurethane foam roof insulation. Modified design of the product to eliminate the performance problems. Member of ASTM and Society of Plastics Industry (SPI). Provided technical assistance for sales and marketing groups.

CURRICULUM VITAE RONALD D. SCOTT TYPICAL WORK EXPERIENCE EXAMPLES

RESEARCH PROJECTS:

1979-1982 - BURSI Instructor:

As an instructor at Johns Manville Built Up Roofing System Institute, Mr. Scott taught roof insulation and vapor retarder design classes.

1981-1982 - Blistering over Urethane Foam:

Mr. Scott as chairman of the TIMA Roofing Technical Comm. lead the research effort for the industry of the phenomena

INVESTIGATION/LITIGATION ASSISTANCE:

2012 - Denver Art Museum - 5th Floor Gallery Remodel:

Mr. Scott worked with Klipp Architecture during the design phase of this interior remodel proejct. He provided condensation modeling and investigation services for the wall, window and roofing assemblies. Recommendations were made as to how to control current condensation problems.

2006 - New Orleans Convention Center

Represented the Owner in insurance adjustment issues arising from the metal and flat roof damage caused by Hurrican Katrina. Assessed damage to roofing and wall systems. Set repair schedule with contractor.

FACILITY AUDIT:

2014 - City & County of Denver Parks and Recreation Audit:

RoofTech Consultants provided an city wide audit of 30 Parks and Recreation buildings. The information was gathered and logged in Access Database, listing repair and replacement costs and the service life remaining in each building. Since this time, the firm has provided the design and construction administration for 12 of these buildings.

2012 - Jefferson County Facility Roof Audit:

The firm under Mr. Scott's management provided a roof audit on 14 buildings. A repair/replacement design project has transpired from the roof audit.

CONSTRUCTION DESIGN & MANAGEMENT:

2016 - Ellie Caulkins Opera House & Buell Theater Roof Replacement

The roofing on the historic Ellie Caulkins Opera House and Buell Theater performed well past its expected service life. Mr. Scott provided the design and repair work for both of these buildings. During construction administration it was discovered that roofing not in the original contract was leaking heavily and Mr. Scott provided emergency roofing documents to replace those roofs as well.

2014 - Jefferson National Expansion Museum - Visitors Center Waterproofing

Mr. Scott provided waterproofing design and consulting services for the replacement of the buried "roofing system" at the Jefferson National Expansion Museum at the St. Louis Arch. The project covered an area of 107,000 square feet. The design was completed in the fall of 2014. The firm also provided construction administration services for this project that captured product failures and allowed for a cost effective solution.

2012 - Colorado Convention Center Wind Damaged Roof:

During the winter of 2012, the Speer "Blade" Roof was damaged by wind during a snow storm. Our firm performed the damage assessment and worked with the City's Insurance carrier to fund a roof ing replacement project. Our roof design bid within budget and we provided all construction administration for the duration of the project.

THE RESUME OF GREGORY J. HEATH

GREGORY J. HEATH

BIRTH DATE: August 12, 1954

EMPLOYMENT HISTORY:

1984 to Present

Title: Vice President - Lead Designer Employer: RoofTech Consultants, Inc.

Partner of engineering consulting firm organized in 1984. Firm specialized in Roofing System Design and Waterproofing. In charge of construction document preparation, scheduling, field investigation and project management. Other services provided - Failure Investigation, Life Cycle Costing, and Non-Destructive System Testing. Specific knowledge in various governmental and private industry contracts and stringent management requirements.



1983 to 1984

Title: Head Draftsman - Denver Office Employer: Roof Engineering Inc.

Head of the drafting department of the Denver office of Roof Engineering Inc. This firm provided services in various states, with it's main office located in New Mexico, specializing in the design of roofing and waterproofing systems. Responsibilities included head of the drafting department, field investigation, construction document preparation and construction management.

1981 to 1983

Title: Senior Lab Technician (promoted)

Employer: Manville Research

Duties included research and evaluation of a multitude of roofing products. Assisted in research and development of urethane foam roof insulation, chemical formulations and applications. Performed roof cut sample analysis. Instructor at Manville's SPATS (Single Ply Application Training School) program which certified roofing contractors to properly install Manville's single ply product, and BURSI (Built-Up Roofing Systems Institute).

1980 to July 1981 Title: Lab Technician

Employer: Manville Research

Assisted two research engineers in laboratory duties including product evaluations, comparative testing, research and development of new materials and products. Involved in instrumentation, data collection and verification of in-place thermal analysis testing of competitive insulation products.

THE RESUME OF **GILBERT TORRES**

NAME:

GILBERT TORRES

EDUCATION: Certification, Aviation Maintenance Technology, Colorado Aero Tech, 1991

BIRTH DATE: April 16, 1972

LANGUAGES: Bilingual Spanish

EMPLOYMENT HISTORY:

5/2005 to Present

Title: Project Representative/Engineering Technician

Employer: RoofTech Consultants, Inc.

Lead Technician for construction management services of firm specializing in roofing design and waterproofing.

Coordinate and oversee all construction related services. As technician, responsible for collecting field data for construction design and roof surveys. Translates field data to basic CAD drawings and cost estimates.

Knowledgeable in all areas of high and low slope roofing. Has attended Johns Manville and Firestone roofing design classes.

Specific knowledge with contracting requirements of city and state, and school agencies.

2000 to 2004

Title: Estimator

Employer: Bighorn Metal Works

Prepared estimates per specification and plans. Prepared take offs including hours of labor per project. Managed and supervised over \$1,000,000 worth of roofing systems construction projects.

2000 to 1990

Title: Project Manager

Employer: Arapahoe Roofing and Sheet Metal

Managed and supervised job per specifications and plans. Order materials and organized jobs. Supervised and managed crews over 25 crewmen. Hands-on experienced on all roof



PROJECT EXPERIENCE

Demonstrated Success

To date we have never failed to complete a roofing design project. Also, we have never had a project fail to be constructed because of budget issues. We are well aware of what it takes to design within budget and within the given schedule. The biggest demonstration of our success is the list of repeat customers. Some of the facilities where we have successfully completed multiple projects are listed below:

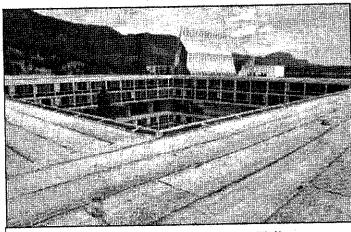
Jefferson County Public Schools – School District Buildings
Colorado Dept. of Military & Veteran Affairs – Armories
Denver Public Schools – School District Buildings
Colorado State University – Classroom & Research Facilities
Colorado Department of Corrections – Correctional Facility Buildings
Colorado Mesa University – College Campus Buildings
Regional Transportation District – Transit & Bus Storage Facilities
University of Colorado – Boulder – Classrooms & Research Facilities
United States Airforce Academy – Dorms, Classrooms & Storage
Denver City & County – Recreation Centers & Libraries

We continue to work with these facilities and expect to do so in the future. Repeat clients account for about 80% of our yearly work.

References

Replace Roofing-Sijan Hall United State Air Force Academy

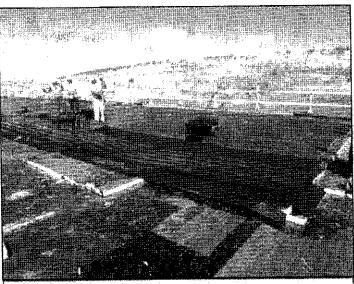
RoofTech Consultants, Inc. provided the design work that encompasses the 128,055 SF of Sijan Hall. The new roofing system has a construction budgets of over \$2,000,000. After performing an infra-red and identifying minor saturation the best option is to recover the roofing with a new 90 mil EPDM roof membrane. The major design considerations lay with complying State Historical Preservation the Standards and adequately draining the roof without the use of overflow drains. Mr. Chanvit Growden at 10CES, US Air Force Academy can be contacted at (719) 333-3588 for references.



Existing roofing on the East side of Sijan Hall



Project Experience A/E Design Services for Roof Replacement Waymire Dome at Adams County Regional Park RFP-JTH 2018.411 RoofTech Consultants, Inc. March 13, 2018



Plys of fiberglass felt being set in moppings of hot asphalt

Replace Roofing - Hydro-Machinery Bldg. Colorado State University

The 13,680 SF Hydro-Machinery Building required design after being abandoned for many years. Though Colorado State University favors single-ply roofing the building is located in a high wind area and the use of Asphalt BUR was deemed a more appropriate option. The construction for this roof was completed this previous summer, on time and within the budget. Mr. Barry Willier at CSU Facilities Management can be contacted as a reference at (970) 491-6567.



Attaching TPO membrane to successive layers of insulation

Replace Roofing Boulder County Justice Center

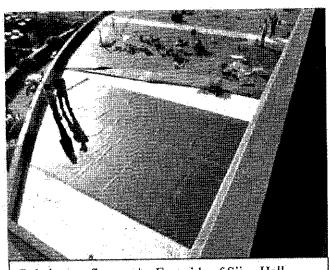
This project consisted of the replacement of 25,574 sf Hypalon roof at the Boulder County Justice Center. The Hypalon roofing was ballasted with pavers and used to sit over inmate cells but was converted to office space. We generated the design of a new adhered TPO roof that provided energy savings and was built within the budget and the schedule. Ron Diederichsen at Boulder County Facilities Management can be contacted at (303) 441-3186 as a reference.



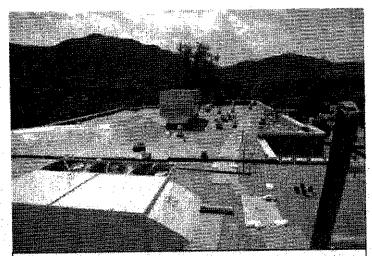
Project Experience A/E Design Services for Roof Replacement Waymire Dome at Adams County Regional Park RFP-JTH 2018.411 RoofTech Consultants, Inc. March 13, 2018

Replace Roofing Richard T Castro Building City & County of Denver

The low slope roofing on the Richard T. Castro Building is broken into five distinct areas by a dividing parapet walls and changes in elevation. The building was finished in 1998 and the adhered EPDM roofing was the original roof system. The roofing failed prematurely as a result of wind damage. The total roofing replaced encompassed 72,630 sf. Though the roof was damaged by wind we were able to salvage the existing insulation and install a new high wind resistant cover board. The total construction cost for this roof was approximately \$604,800. Mr. David Brown at the City & County of Denver can be contacted at (720) 865-3039 as a reference.



Existing roofing on the East side of Sijan Hall



Completed roof on Boulder High School looking west

Replace Roofing Boulder High School Boulder Valley School District

The roofing systems on Boulder High School are located on numerous decks scattered across the building. Approximately two thirds of the roofing areas were removed and replaced during the summer of 2016. Our firm provided the design and construction administration services for this project. As part of the pre-design process roof areas were identified where the insulation could be salvaged and reused. This helped extend the amount of roofing that could be addressed in the budget challenged project.

The roofing replaced covered and area of 80,900 sf at a cost of \$1,100,000. Mr. Tom Blahak with Boulder Valley Schools can be contacted as a reference at (720) 561-5953

Jen Tierney

From: Sent: Ron Scott [ron@rooftechconsultants.com] Wednesday, April 04, 2018 6:03 AM

To:

Subject:

Jen Tierney
RE: Adams County RFP 2018,411 Request for Clarification

Jen

From notice to proceed we would expect to have the following timeline:

Record Document Review & Field Investigation – 1 week Schematic Design Submittal – 1 week 90% Construction Documents – 2 weeks Final Review & 100% Documents – 1 to 2 weeks Total of Timeline – 5 to 6 weeks

This would coincide with 100% documents being ready by the beginning of June. The roofing contractors will be swamped with school work in June and July. They will wrap up the first week of August. Jeffco Schools got hit by hail and Boulder and Weld County Schools have bond projects so crews will be tight and prices higher during that time period. We would recommend bidding during the summer and roofing in September and October.

Thanks

Ron Scott

From: Jen Tierney < JTierney@adcogov.org Sent: Tuesday, April 03, 2018 3:03 PM

To: Ron Scott < ron@rooftechconsultants.com>

Subject: Adams County RFP 2018,411 Request for Clarification

Importance: High

Upon review of your proposal the county has one question:

1. Can you please tell us the amount of time it would take you, from the date of award (appx. April 16, 2018) to provide a complete set of Design Documents.

Please prove the regiuested information to me by 12:00 noon on Thursday Apil 5, 2018.

Thank you



Jennifer Tierney Hammer
Lead Contract Specialist, Finance Department
4430 South Adams County Parkway, Suite C4000A
Brighten, CO 80601-1234
720.523.6049 | itierney@adcogov.org

adengov org

ROOFTECH CONSULTANTS INC

March 13, 2018

Ms. Jennifer Tierney Hammer Adams County 4430 South Adams County Parkway Brighton, CO 80601

re. Statement of Work

Design & Construction Administration Services

Replace Roofing – Adams County Waymire Dome

Jennifer:

As per your request, this document has been prepared in order to outline the services to be provided on the above project. We have done this in order to show some of the deliverable items normally included in a roofing project of this type. The description below covers the basic work items for each major project phase.

PART 1 DESIGN PHASE

1.1 Field Site Visits

- A. Conduct on-site investigation of each roofing surface to determine existing conditions.
- B. Review detail concerns such as low flashing heights, difficult to access flashings and other aspects of roofing and sheet metal flashing design.
- C. Review roofing related items for damage such as fascia and soffits.

1.2 Schematic Design Phase

- A Establish the existing conditions of the current roofing system, Identify performance concerns such as ponding.
- B. Identify exact existing roofing construction.
- C. Coordinate design of new system to meet Building Codes, along with Owner's standards and expectations.
- D. Address detail concerns such as low flashing heights, difficult to access conditions and other aspects of roofing and sheet metal flashing design.
- Prepare a design analysis report stating all of the design phase aspects of the documents to be prepared. Cover all code, Factory Mutual and industry standard design issues briefly.



- F. Development a roof plan that will reflect any needed changes in slope and indicate the new roofing system assembly.
- G. Prepare a cost estimate for the work. Break the estimate into roof areas so that construction phasing can be considered.

1.3 Design Development Phase

- A. Prepare and outline specification for the new roof system.
- B. Update the roof plan to reflect all construction notes, insulation crickets and tapered insulation areas.
- C. Provide flashing details for at least 50% of the areas requiring construction detailing.
- D. Update the roofing cost estimate.

1.4 Construction Documents

- A. Provide the completed specifications sections related to the new roofing project.
- B. Take the roofing design drawings to 100% completion.
- C. Update the roofing cost estimate.

PART 2 Bid & Construction Phase

2.1 Pre-bid Conferences

- A. Attend and provide support for queries at the pre-bid conferences.
- B. Prepare addendums resulting from questions that arise during and after the prebid conferences.
- C. Review the bids submitted and prepare bid tabulations for the Owner.

2.2 Pre-Construction Conferences

- A. Attend and take notes during the pre-construction conferences. This conference will take place the first day of roofing work so that we may witness construction during this visit also.
- B. Provide assistance in resolving any issues that arise during the conferences.
- C. Issue notes on the technical issues that may arise during the pre-construction conferences.

2.3 Periodic Construction Observation

- A. Review all submittals from contractor for review.
- B An observer shall make regular site visits during construction. With travel and written field report each visit is estimated to take 4 hours.
- C. Attend scheduled construction meeting with the Contractor and Owner representatives.
- D. Provide written observation reports for all of the visits and follow up non-conforming work.

2.4 Punchlist Inspections

- A. Separate visits will be made to the site in order to perform a punchlist inspections.
- B. A punchlist will be issued with all of the noted items.

2.5 Final Inspections

- A. A visit will be made to ensure that the items noted during the punchlist visit are corrected and the roof is completed.
- B. We will make sure all warranties are received.

2.6 Record Documents

- A. A warranties will be collected.
- B. Record documents will be prepared.

Project Costs

The work outlined in this SOW has been taken into account when preparing the proposal. The attached spreadsheet breaks down the prices by discipline and phase. All base reimbursable expenses and mileage are included in the overhead for the stated fees. The fee total for the work comes to \$26,560.

Sincerely,

Ronald D. Scott, Colo. P.E. 20989

RoofTech Consultants, Inc.

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FEE PROPOSAL BREAKDOWN REPLACE ROOFING - ADAMS COUNTY WAYMIRE DOME 3/13/2018

RK PHASE	SUB-ITEM	DISCIPLINE	RATE SHR	CONSULTANT HOURS	CONSULTANT SERVCES
	またでに ち かけに ひばざ	ENGINEER	\$150	0.60	\$0.0
1-DESIGN PHASE	1.1 FIELD SITE VISIT	CAD/DESIGNER	\$100	0 00	\$0.0
NO CONTRACTOR OF THE PROPERTY OF THE PROPERTY AND SERVICE		TECNICIAN	\$90	8 00	\$720.0
			\$60	8.00	\$480.0
	\$111 to be not properly about 14 about 15 about	ASS:STANT	300		\$1-200 0
		ENGINEER	\$150	16 00	\$2,400,0
1-DESIGN PHASE	1.2 SCHEMATIC DESIGN	CADIDESIGNER	\$100	4 00	\$400 0
	PHASE	TECNICIAN	390	0.00	\$0.0
		ASSISTANT	\$60	8.00	\$480.0
		ASSIGTAN	400		\$3 280.0
	A BEMAN BEW	ENGINEER	\$150	20.00	\$3,000 (
1-DESIGN PHASE	1.3 DESIGN DEV.	CADIDESIGNER	\$100	36 00	\$3,600.0
	PHASE		190	0.00	\$0 (
		TECNICIAN ASSISTANT	\$60	16.00	0.0802
		Radio (Rivi		and the same of th	\$7,560.0
1-DESIGN PHASE	A A CONSTOURTION	ENGINEER	\$150	12.00	\$1,800.0
	1.4 CONSTRUCTION	CADIDESIGNER	\$100	24.00	\$2 400
	DOCUMENTS	TECNICIAN	\$90	0.00	\$0.0
		ASSISTANT	\$60	12.00	\$720
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7000 (FILE)	A STATE OF THE PARTY OF THE PAR	man and the second seco	\$4,920.
4					4
n Ass Milson	2.1 PRE-BID CONF.	ENGINEER	\$150	0.00	.50.
2.CM PHASE	E TT ITC SID GUITE	CAD/DESIGNER	\$100	0.00	\$0.
		TECNICIAN	\$90	4 00	\$360.
		ASSISTANT	\$60	0:00	.02 0362
					2300
				0.00	50.
2-CM PHASE	2.2 PRE-CON	ENGINEER	\$150	9.00 9.00	\$0.
		CAD/DESIGNER	\$100	4.00	\$360.
		TECNICIAN	\$90		\$0.
	and the second s	ASSISTANT	\$60	0,00	\$360
	•				•
2-CM PHASE	2.3 PERIODIC VISITS	ENGINEER	\$150	0.00	\$0 \$0
	,	CAD/DESIGNER	\$100	D 00	\$7,200
		TECNICIAN	\$90	80 00	\$1,200
		ASSISTANT	560	0.00	\$7,200
	·				
	5.4 DIMONI ICT	ENGINEER	\$150	0.00	\$0
2.CM PHASE	2:4 PUNCHLIST	CAD/DESIGNER	\$100	0,00	\$0
		TECNICIAN	590	8.00	\$720
	The second second	ASSISTANT	\$60	0.00	\$0
					\$726
2-CM PHASE	2.5 & 2.5 FINAL	ENGINEER	\$150	0.00	 \$1
P-CM P-MASE	INSPECTION &	CAD/DESIGNER		0 00	\$720
	RECORD DOCS.	TECNICIAN	\$90	8.00	\$240
		ASSISTANT	\$60	4.00	3249

FEE TOTAL ROOFING SERVICES TOTAL \$26,560.00

FEE BREAKDOWN	
SCHEMATIC PHASE =	\$4,480,00
DESIGN DEV. PHASE=	\$7,560:00
CONST DOC PHASE =	\$4,920.00
CONST. MGT. PHASE =	\$9,500,00
TOTAL	\$26,560.00