

**SUBJECT: RESOLUTION NO. 49, SERIES 2025 – A RESOLUTION
APPROVING A CONSTRUCTION CONTRACT FOR THE POLICE
DEPARTMENT / MUNICIPAL COURT BUILDING ROOF
REPLACEMENT**

DATE: JULY 22, 2025

PREPARED BY: KEVIN FREY, FACILITIES SUPERINTENDENT

PRESENTED BY: KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR

SUMMARY:

Staff recommends approval of the Police/Municipal Roof Replacement contract with Terpstra Roofing Inc. for the base bid, plus alternate # 2 in the amount of \$216,623, plus a 15% contingency in the amount of \$32,494, for a total amount of \$249,117

BACKGROUND / PRIOR DISCUSSIONS:

The Police and Municipal building roof is over 20 years old and has areas of damage that cause water leaks during rain and snow events. This Roof Replacement Project will eliminate the need for continued maintenance and repairs to the existing roof. The new Roof will come with a 20-year warranty. A Capital Improvement Project (CIP) request was approved for the 2025 calendar year to have this roof replaced.

ANALYSIS:

Staff advertised the Roof Replacement Project on May 12th and May 16th through a public bid process. Bids were received on June 2, 2025. Bids received are as follows:

Contractor	Base Bid	Alternate 1	Alternate 2
Terpstra Roofing	\$210,623	\$0.00	\$6,000
Northwest Roofing	\$259,840	\$0.00	\$0.00
B & M Roofing	\$261,655	\$0.00	\$1,250
Monument Roofing	\$266,131	\$0.00	\$0.00
Stonebrook Exterior	\$329,244	\$0.00	\$0.00

Staff recommends Terpstra Roofing Inc. as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks.

2025 COUNCIL WORK PLAN:

The Police and Municipal Court building is a 24/7 facility. This roof replacement project supports Core Services and Safety, as it will eliminate the need for constant maintenance and repairs to both the interior and exterior of this building. The recommended contract supports the goal of providing a new roof replacement that will shed water and keep the interior dry and comfortable to work in, eliminating disruption to staff.

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FISCAL IMPACT:

Budgeted?: Yes

The budget for the project was approved through the CIP submittal process. The recommended award for this project is under the approved budget.

Projected Funding

Description	Account	Budget Amount
Police/Court Roof Replacement	301191-620161	\$315,100

Projected Expenses (301191-620161)

Description	Amount
Roof Replacement Base Bid	(\$210,623)
Alternate #2	(\$6,000)
15% Contingency	(\$32,494)
	Total Expenses: (\$249,117)
	Remaining Funds \$65,883

ALTERNATIVE(S):

There is no alternative approach other than continued maintenance and repairs to the existing roof.

RECOMMENDATION:

Staff recommends approval and award of the Police/Municipal Roof Replacement Project contract with Terpstra Roofing for \$216,623 plus a 15% contingency in the amount of \$32,494 for a total authorized amount of \$249,117 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Resolution No. 49, Series 2025
2. Roof Replacement Contract with Terpstra Roofing

**RESOLUTION NO. 49
SERIES 2025**

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT FOR THE POLICE
DEPARTMENT/MUNICIPAL COURT BUILDING ROOF REPLACEMENT**

WHEREAS, a Construction Contract has been proposed between the City and Terpstra Roofing LLC for the Police Department/Municipal Court Building Roof Replacement (the “Project”); and

WHEREAS, by this resolution the City Council desires to approve the Construction Contract and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Construction Contract by and between the City of Louisville and Terpstra Roofing for the Project (the “Contract”) in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The City Council hereby approves an additional fifteen percent (15%) contingency in the amount of \$32,494 for the Project for a total not-to-exceed amount of \$249,117. The City Manager and/or Public Works Director are authorized to execute change orders to the Contract in a total amount not to exceed \$32,494 if deemed necessary for the Project.

Section 3. The Mayor and City Clerk are hereby authorized to execute the Contract on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Contract as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Contract are not altered.

PASSED AND ADOPTED this 22nd day of July 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

CONSTRUCTION CONTRACT

This Agreement, is made and entered this _____ day of _____, 2025 (the “**Effective Date**”) by and between the City of Louisville (“**City**”), a Colorado home rule municipal corporation, and Terpstra Roofing LLC, a Colorado limited liability company (the “**Contractor**”).

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work – Price.** The Contractor agrees to perform for the City all of the work set forth in **Exhibit A** attached hereto and incorporated herein by reference (the “**Work**”). The City agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed \$216,623.00. Unit prices and unit costs for the Work shall not exceed those shown in **Exhibit A**. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the City, within the time specified herein.

2. **Contract Documents.** The Work shall be done in strict accordance with all scope of Work documents attached hereto as **Exhibit A** and with the following additional documents: Bidding Documents for Police/Municipal Building Roof Replacement, Project Number 301191-620161 and May 2025 Addendum. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. **Compliance and Licensing.** a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the City.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the City of Louisville.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the City of Louisville in accordance with the Louisville Municipal Code and shall pay the required fees for such license.

4. **Relationship of Contractor to City.** Contractor covenants to furnish its best skill and judgment and to cooperate with the City’s Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the City. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the

best way and in the most expeditious and economical manner consistent with the interests of the City.

5. Project and Field Manager. The City's Project Manager for the purposes of the Work is the following or such other person as the City may designate in writing: Kevin Frey, Facilities Superintendent. The City's Field Manager for the purposes of communicating with Contractor in the field and coordinating City efforts in the field is Kevin Frey. Change orders may only be authorized by the persons listed in Section 17.

6. Time of Commencement and Completion. a. No Work shall be commenced until after a pre-construction meeting of the Contractor and City representatives as appropriate, and until the City has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the City, and in compliance with this Agreement, on or before August 31, 2025. Prompt completion of the Work is essential to the City, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the City.

7. Price of Work - Payment. a. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the City. Except as provided in Section 7.b, the contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

b. The contract price does not include the following costs: (1) water service, electric service, and associated utilities; and (2) the cost of the performance, payment and warranty bonds that may be required for the Work pursuant to Section 13, the cost of which bonds shall not exceed 2.5 percent of the amount set forth in Section 1.

8. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The City's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the City so elects, until the Contractor shall satisfy the City that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The City may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do

business in the state revoked, the City may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the City in lieu of the bond so executed by such surety.

9. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

10. Contractor's Responsibility for Work. Until the final acceptance of the Work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

11. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

12. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and

expenses related thereto, including court costs and attorneys' fees. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

13. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by City. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

(2) Comprehensive General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Work. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each

officer or employee of the Contractor providing services to the City of Louisville under this contract.

c. The policies required above, except for the Workers' Compensation and Employers Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against monies due to Contractor.

f. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

g. If the contract price set forth in Section 1 exceeds \$50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 16. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in

forms acceptable to the City and executed by such sureties licensed to conduct business in Colorado that are acceptable to the City.

14. Evidence of Satisfaction of Liens. Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. § 38-26-101, et seq.

15. Acceptance of Work. No act of the City, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of City. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by City or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for a period of one (1) year from the date of final acceptance by the City. In addition, the roof shall be subject to a 20-year warranty and the wind and hail warranties described in **Exhibit A**. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed Work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

17. Timing of Change Orders. The City shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner. The Project Manager is authorized to approve any change order which does not increase the price of the Work. All other change orders which increase the price of the Work shall be approved or denied in writing by the City Manager or Public Works Director. Contractor shall provide all supporting documentation for any requested change order prior to City action thereon.

18. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

19. Inspection and Audit. The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

20. Documents. All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Work are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

21. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the City.

22. Enforcement; Governing Law. a. Except as provided in Section 12, in the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.

b. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the exclusive jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

23. Integration. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

24. Notices. All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: Facilities Superintendent
749 Main Street
Louisville, CO 80027
E-mail: KFrey@louisvilleco.gov

If to the Contractor:
Terpstra Roofing LLC
Attn: Erik Terpstra
220 S Wilcox St. #271
Castle Rock, CO 80104
Email: erik@terpstraroofing.com

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

25. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City.

26. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the City. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the City to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE CITY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

27. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving Work or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

28. Subcontractors. Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

29. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

CONTRACTOR:
TERPSTRA ROOFING LLC

By: _____
Erik Terpstra, President

ATTEST:

Genny Kline, Interim City Clerk

EXHIBIT A
{Attach Scope of Work and Pricing}

BID DOCUMENTS

TERPSTRA ROOFING BID FORM

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

THIS BID IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
<u>May, 2025</u>	<u>301191-620161</u>
 - (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the following price(s):

EXHIBIT E - PRICING SCHEDULE

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

Police/Municipal Building **Roof Replacement** (Including all items specified in the Invitation To Bid and its attached specifications, except for items listed as "alternate")

BASE - TOTAL LUMP SUM BID PRICE: \$ 196,120 (price for spec'd roof)

The Lump Sum Price plus selected Alternates (as budget allows) shall be the basis of the award.

Alternates and Additional Items

- | | |
|--|---------------------------------------|
| 1. Additional amount per <u>lineal</u> foot to install walkways
<u>not included</u> in base specification | \$ <u>10 per lineal foot</u> |
| 2. Additional repairs/maintenance to Standing Seam
Metal roof, <u>not included</u> in the base price. | \$ <u>6,000</u> |
| 3. Pricing for 60mm TPO product | \$ <u>182,879 (roof as specified)</u> |
| <u>Estimated</u> time from signed contract to completion of work | <u>28</u> Calendar Days |

Price for RhinoBond/Induction welded roof. This roof comes with a 20-year warranty, 120 mph wind warranty @ 3 second gusts & a 1" hail rating: \$204,119 for TPO, \$217,360 for PVC

Price for adding cover board and fully adhering the membrane. This roof also comes with a 20-year warranty, 120 mph wind warranty @ 3 second gusts & a 1" hail rating: \$210,623 for TPO, \$223,864 for PVC

Approved Scope for 60mm TPO

BID DOCUMENTS

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

THIS BID IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
------	--------

SEE ATTACHED UPDATED BID FORM

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the following price(s):

EXHIBIT E - PRICING SCHEDULE

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT

PROJECT NUMBER: 301191-620161

OWNER: CITY OF LOUISVILLE, COLORADO

Police/Municipal Building **Roof Replacement** (Including all items specified in the Invitation To Bid and its attached specifications, except for items listed as “alternate”)

BASE - TOTAL LUMP SUM BID PRICE: \$ _____

The Lump Sum Price plus selected Alternates (as budget allows) shall be the basis of the award.

SEE ATTACHED UPDATED BID FORM

Alternates and Additional Items

1. Additional amount per lineal foot to install walkways
not included in base specification \$ _____

2. Additional repairs/maintenance to Standing Seam
Metal roof, not included in the base price. \$ _____

Estimated time from signed contract to completion of work _____ Calendar Days

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work;

will be substantially complete and completed and ready for final payment in accordance with the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security (bid bond not required for this project)
- (b) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Bid;
- (c) Anti-Collusion Affidavit; and
- (d) If BIDDER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.

7. Communications concerning this Bid shall be addressed to:
The address of BIDDER indicated below.

Terpstra Roofing - erik@terpstraroofting.com

Erik Terpstra - 303.921.1800

220 S Wilcox St #271, Castle Rock, CO 80104

8. Terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on June 2, 2025.

If BIDDER is:

An Individual

By _____
(Individual's Name)

(SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____
(Firm Name)

(SEAL)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of incorporation)

By _____
(Name of person authorized to sign)

(Title)

(CORPORATE SEAL)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

Date of Qualification to do business: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SCHEDULE OF SUBCONTRACTORS

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT

PROJECT NUMBER: 301191-620161

OWNER: CITY OF LOUISVILLE, COLORADO

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

ANTI-COLLUSION AFFIDAVIT

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT**PROJECT NUMBER: 301191-620161****OWNER: CITY OF LOUISVILLE, COLORADO**

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a BIDDER or potential prime BIDDER.

2A. Neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a BIDDER or potential prime BIDDER on this project, and will not be so disclosed prior to bid opening.

2B. Neither the prices nor the amount of the Bid of any other firm or person who is a BIDDER or potential prime BIDDER on this project have been disclosed to me or my firm.

3A. No attempt has been made to solicit, cause or induce any firm or person who is BIDDER or potential prime BIDDER to refrain from bidding on this project, or to submit a Bid higher than the Bid of this firm, or any intentionally high or noncompetitive Bid or other form of complementary Bid.

3B. No agreement has been promised or solicited for any other firm or person who is a BIDDER or potential prime BIDDER on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.

4. The Bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the OWNER of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

CONTRACTOR'S FIRM OR COMPANY NAMESECOND CONTRACTOR'S FIRM OR
COMPANY NAME (IF JOINT VENTURE)BY: Erik Terpstra, Terpstra Roofing

BY: _____

TITLE: Owner

TITLE: _____

DATE: 6/2/25

DATE: _____

SWORN BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

Instructions: BIDDER's and Subcontractors must complete and ***submit this form with the Bid Form***. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1. ☒ Yes ☐ No I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2. ☒ Yes ☐ No I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3. ☒ Yes ☐ No I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.
-

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR
☒ **BIDDER** ☐ **PROPOSED SUBCONTRACTOR**

BY: Erik Terpstra, Terpstra Roofing

TITLE: Owner

DATE: 6/2/25

Prohibition Against Employing Illegal Aliens

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT

PROJECT NUMBER: 301191-620161

OWNER: CITY OF LOUISVILLE, COLORADO

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contract has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the Program prior to entering into this contract, that Consultant shall apply to participate in the Program every three months until Consultant is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. Consultant is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

- a. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

If Consultant violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

**Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens**

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

The proposer of public services to the City of Louisville identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this 2nd day of June, 2025.

Proposer: Terpstra Roofing

By: Erik Terpstra

Title: Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER U.S. National Insurance, LLC 8201 N Hayden Rd. Scottsdale AZ 85258	CONTACT NAME: Parker Cagle PHONE (A/C, No. Ext): 602-362-3130 E-MAIL ADDRESS: pcagle@usnational.com FAX (A/C, No): 602-362-3195
INSURED Terpstra Roofing, LLC P.O. Box 271 Castle Rock CO 80104	INSURER(S) AFFORDING COVERAGE INSURER A: Accredited Specialty Insurance Company INSURER B: Lexington Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	2ACPCO17S011473802	4/19/2025	4/19/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	0717325449-00	4/7/2025	4/19/2026	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
	Prod-Comp Opps Agg \$ 2,000,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Louisville, its elected and appointed officers and its employees, are included as Additional Insured for General Liability (for ongoing and completed operations) and Umbrella Liability when required by written contract or agreement but only as respects to liability arising out of work performed by or on behalf of the named insured. The above referenced liability policies are primary & non-contributory where required by written contract. A Waiver of Subrogation is provided in favor of the Additional Insured on the General Liability and Umbrella Liability when required by written contract or agreement and with respect to work performed by or on behalf of the named insured. A 30-day written notice (10-day for non payment) of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Louisville 749 Main Street Louisville CO 80027	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Parker Cagle</i>
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06/13/2025

Policy # 4236605
Policy Name Terpstra Roofing LLC
NCCI # WC000313

Insurer Pinnacol Assurance
7501 E. Lowry Blvd
Denver, CO 80230
303.361.4000 / 800.873.7242
pinnacol.com

Endorsement: Waiver Of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

City of Louisville
749 Main Street
Louisville, CO 80027

Effective Date: 06/13/2025

Pinnacol Assurance has issued this endorsement on 06/13/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd Denver, CO 80230	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C, No):
INSURED Terpstra Roofing LLC 220 S Wilcox St. #271 Castle Rock, Colorado 80104	E-MAIL ADDRESS: support@pinnacol.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pinnacol Assurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 41190		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		4236605	04/19/2025	04/19/2026	X PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N/A	Y				E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1000000
							E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Unless otherwise stated in the policy provisions, coverage in Colorado only.
Excluded from coverage: Erik Terpstra;

CERTIFICATE HOLDER

City of Louisville
749 Main Street
Louisville, CO 80027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pinnacol Assurance

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**ADDITIONAL REMARKS SCHEDULE**Page 4. of 4

AGENCY		NAMED INSURED Terpstra Roofing LLC 220 S Wilcox St. #271 Castle Rock, Colorado 80104
POLICY NUMBER 4236605		
CARRIER Pinnacol Assurance	NAIC CODE 41190	EFFECTIVE DATE: 06/13/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord 25 (2016/03) **FORM TITLE:** Certificate of Liability Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO PROVIDE 30 DAYS WRITTEN NOTICE TO THE NAMED CERTIFICATE HOLDER, BUT FAILURE TO PROVIDE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
THE CITY OF LOUVILLE, IT'S ELECTED AND APPOINTED OFFICERS AND IT'S EMPLOYEES 749 MAIN STREET LOUVILLE, CO 80027	992 W VIA APPIA WAY LOUVILLE, CO 80027
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.