

ADAMS COUNTY

CONSTRUCTION CONTRACT 2015.127

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 16th day of October, 2015, 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, United Materials LLC, located at 5135 York Street, Denver, Colorado 80216, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

Invitation for Bid: 2015.127 Roof Replacement at Front Range Airport

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:
- 1.2.1. All terms set forth in the RFP DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.
- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

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

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

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

knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

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

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

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

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

4. TERM

4.1. The work to be performed under this Agreement shall be for six months from the date of this agreement.

5. PAYMENT AND FEE SCHEDULE

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of thirty-one thousand, eight hundred fifty-two dollars and zero cents (\$31,852.00).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed

in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.

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

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

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

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

6. LIQUIDATED DAMAGES

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.
- 6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

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

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

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

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

7. WARRANTY

7.1. 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.

8. SUBCONTRACTING

8.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project

Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

9. CHANGE ORDERS OR EXTENSIONS

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

10. INSPECTIONS, REVIEWS AND AUDITS

- 10.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:
- 10.1.1. Work to be completed, if any; and,
 - 10.1.2. Work not in compliance with the Agreement, if any; and,
 - 10.1.3. Unsatisfactory work for any reason, if any.
- 10.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

11. CLEAN-UP

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

12. PROJECT ADMINISTRATION

- 12.1. The Project Manager for this Agreement shall be Sean Braden, who can be reached by phone at 720-523-6003. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

12.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

12.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

12.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

13. **NONDISCRIMINATION**

13.1. 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.

13.1.1. 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.

14. **INDEPENDENT CONTRACTOR**

14.1. In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by State law and personal injury and property damage insurance in the coverage amounts as described in Section

XVI. 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.

15. INDEMNIFICATION

15.1. To the fullest extent permitted by law, the Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the negligent performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement. Such indemnification obligation shall be limited to the extent the Contractor, its agents, employees or subcontractor caused said damages or injury, as determined by a court.

16. INSURANCE

16.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

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

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

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

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

Personal Injury Protection Per Colorado Statutes

16.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence \$1,000,000

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

- 16.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:
- 16.2.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 16.2.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 16.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 16.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 16.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

17. TERMINATION

- 17.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 17.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall

thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

- 17.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 17.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

18. BONDING:

- 18.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

19. MUTUAL UNDERSTANDINGS

- 19.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 19.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 19.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 19.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

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

Department: Adams County Facilities Operations Department
Contact: Mike Goins, Director
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6303
E-mail: mgoins@adcogov.org

Department: Adams County Purchasing
Contact: Bethany Bonasera, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6056
E-mail: bbonasera@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: United Materials, LLC
Contact: Paul Ungerer, Project Manager
Address: 5135 York Street
City, State, Zip: Denver, Colorado 80216
Phone: 303-623-4166
E-mail: paungerer@unitedmtls.net

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

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

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

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

20. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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.

The remainder of this page is left blank intentionally.

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

County Manager

Todd Leopold
Todd Leopold

10/6/15
Date

United Materials, LLC

Beth Gloss

Digitally signed by Beth Gloss
DN: cn=Beth Gloss, o, ou,
email=beth@unitedmtls.net, c=US
Date: 2015.09.28 16:44:38 -06'00'

Signature

Date

Beth Gloss

Managing Member

Printed Name

Title

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form:

D. East
Adams County Attorney's Office

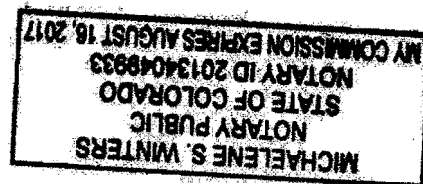
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Denver

STATE OF Colorado)SS.

Signed and sworn to before me this 28th day of September, 2015,

by Beth Gloss
[Signature]
Notary Public



My commission expires on: 8/16/17

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

UNITED MATERIALS LLC
Company Name

Sept. 29, 2015
Date

Beth Cross managing member
Name (Print or Type)

[Signature]
Signature

MANAGING member
Title

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

**ADAMS COUNTY FORMAL INVITATION FOR BID
2015.127**

ROOF REPLACEMENT FRONT RANGE AIRPORT

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

BID ISSUANCE
Date: July 8, 2015

A mandatory pre-bid conference will be held on
Date: July 13, 2015
Time: 2:00 pm
Location: Front Range Airport
5200 Front Range Parkway
Watkins, Colorado 80137

QUESTIONS
Written questions will be accepted through July 17, 2015
Questions must be submitted by email to bbonasera@adcogov.org
An Addendum to answer submitted questions
will be issued no later than July 21, 2015

BID OPENING
Date: July 28, 2015
Time: 2:00 p.m.
Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, Colorado 80601



GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Roof Replacement a the Front Range Airport located at 5200 Range Parkway Watkins, Colorado 80137**
2. **All documents related to this BID will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
3. Contractors must register with this service to receive these documents.
 - 3.1. This service is offered free or with an annual fee for automatic notification services.
4. Written questions may be submitted through July 17, 2015. All questions are to be submitted to Bethany Bonasera, Contract Administrator by email at bbonasera@adcogov.org.
5. An Addendum to answer submitted questions will be issued no later than July 21, 2015
6. There will be a **Mandatory Pre-Bid conference** on July 13, 2015, 2:00 p.m. at Front Range Airport, 5200 Front Range Parkway, Watkins, Colorado 80137.
7. Bids
 - 7.1. Sealed bids for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A, Brighton Colorado 80601, up to 2:00 p.m. on July 28, 2015.
 - 7.2. The bid opening time shall be according to our clock.
 - 7.3. Bids will be publicly opened and read aloud at this time.
 - 7.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number and Project Title.
 - 7.5. No bids will be accepted after the time and date established above, except by written addenda.
8. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

9. BID REQUIREMENTS

- 9.1. TWO (2) copies: 1 paper original and 1 CD (PDF) of the bid are required. If brochures or other supportive documents are requested, then it is required that two sets be submitted with bid.
- 9.2. All bids must be signed.
- 9.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 9.4. Bids may not be withdrawn after date and hour set for closing.
- 9.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 9.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number and IFB 2015.127 Roof Replacement at Front Range Airport.
- 9.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 9.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 9.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 9.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 9.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors

who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.

- 9.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 9.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.
- 9.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 9.15. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
10. 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.
11. Adams County is an equal opportunity employer.
12. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

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

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

13.1.1. Each Occurrence \$1,000,000

13.1.2. General Aggregate \$2,000,000

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

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

13.2.2. Personal Injury Protection Per Colorado Statutes

13.3. Workers' Compensation Insurance: Per Colorado Statutes

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

13.4.1. Each Occurrence \$1,000,000

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

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

13.5.1. 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.

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

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

13.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

- 13.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
- 13.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 13.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
- 13.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 13.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 13.12. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
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 5/13/08, 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 Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 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.

END OF GENERAL INSTRUCTIONS

SPECIFICATIONS

15. Scope of Work:

15.1 Project Intent: Intent of project is to patch, repair, or replace various roofing systems and flashing components as appropriate to return the facilities to a water-tight condition. Affected facilities are the Main Terminal Building and the Maintenance/Fire Station building east of the terminal.

15.2 Some work scope is dependent on the results of a water test. Preliminary investigations suggest that copings on the Main Terminal Building are in satisfactory condition while the window flashings and lack of sealants are causing the leaks. However, water test are planned to confirm where leaks are present and appropriate repair measures.

15.3 Based on the water test, available budget, and priority of damaged roofing items, Adams County may select to perform all of or only a portion of the work scope identified. Please provide pricing for each of the tasks identified in the Scope (and on the Fee Proposal Breakdown).

15.4 TAMPA will be providing assistance to the Owner for review of water test, field work, and installation of new roofing systems. Contractor shall coordinate inspections and schedule with Adams County and TAMPA.

15.5 General Scope:

15.6 Review the assessment from TAMPA. Inspect the identified areas and general condition of roofing and flashing. Provide written feedback relative to identified issues, and other elements that are encountered in the field.

15.7 Provide all labor, materials, and equipment as necessary to perform the specified work in the appropriate time frame. Work shall be conducted in a professional, workmanlike manner at or exceeding the industry standard of care.

15.7.1 Schedule of work may be mutually determined between the Contractor and the Owner, however:

15.7.1.1 Work shall be commenced within 4 weeks of award, and;

15.7.1.2 Work shall be completed within 4 weeks after the start date.

15.7.2 Estimated schedule is (all dates subject to change):

15.7.2.1 Feb 19, 2015 IFB Issued

15.7.2.2 Feb 25, 2015 Mandatory Pre-Bid Meeting

15.7.2.3 March 9, 2015 Contractor Bids Due

15.7.2.4 March 31, 2015 Anticipated Award

15.7.2.5 April 20, 2015 Work has commenced by this date^(see note iii)

15.7.2.6 May 15, 2015 Work is complete^(see note iii)

15.7.3 If the Contractor cannot achieve the identified schedule above, please provide an alternate schedule for work (specifically items #6 and #7).

- 15.8 Inspect all roof drains, vents, scuppers or other openings prior to conducting new work. Identify any issues or concerns in writing prior to commencing work.
 - 15.9 Clean up and properly dispose of all debris, work materials, equipment, or similar elements used in conducting the work. Contractor shall not use Owner's dumpsters for trash but shall provide their own containers for trash removal.
 - 15.10 Contractor shall be responsible for all damage, direct or indirect, caused by the work activities or improper workmanship.
 - 15.11 Prepare a written schedule for all planned work. Review and update this schedule weekly and as necessitated by weather or other delays.
 - 15.11.1 Plan accordingly for weather occurrences, including but not limited to:
 - 15.11.1.1 Appropriate temperatures for proper adhesion, sealing, or chemical compatibilities.
 - 15.11.1.2 Appropriate moisture conditions
 - 15.11.1.3 Wind, Rain, Snow, or other inclement weather
 - 15.11.1.4 Per form only that work on a day to day basis which can be completed and returned to a weather tight condition. Do not commence working in an area if it cannot be completed, or if inclement weather is predicted.
 - 15.11.1.5 Delays in the overall schedule due to weather are not allowed, and appropriate schedule updates must be provided.
 - 15.12 Provide a minimum one year warranty for all work and corrections, including an 11 month review with the Owner to address any warranty items.
- 16 Airport Main Terminal:
- 16.1 Remove all Debris from the roof both prior to new work and inspections, and after all repair/replacement work is complete. Replace all sand-bag ballast with new sand-bags or similar ballast system (as approved by Owner).
 - 16.2 Conduct Water Test: Test shall be conducted with TAMPA and/or Owner's Representative present to confirm location of leaks at counter-flashings or copings. Dependent on the results of the Water Test:
 - 16.2.1 Window Flashings: Dependent on the results of the Water Test, inspect and repair the counter flashings along windows:
 - 16.2.1.1 Tuck point, seal, or otherwise repair voids at the ends of the counter-flashings and lintels at each window.
 - 16.2.1.2 Repair or replace the outside return leg of existing counter-flashings and where possible the damage caused by hail.
 - 16.2.2 Install new Copings and roofing underlayment membrane:
 - 16.2.2.1 Copings shall match existing in color, gauge, and profile. Submit sample for approval prior to fabricating.
 - 16.2.2.2 Provide details of coping and membrane installation for review and approval prior to installation.
 - 16.2.3 Provide pricing in the proposal for both roof sections (East & West), and both copings and flashing repairs. Owner may select to complete all copings and flashings regardless of water test.
 - 16.3 Reseal window frames to brick/wall opening (at exterior). Use appropriate sealant intended by the manufacturer for this application in a color matching

- existing. Remove all old or damaged sealant, clean and prepare surfaces for new sealant application. Provide all backer rods and accessories necessary for a complete sealant application. Tool all joints for smooth and clean appearance.
- 16.4 Reseal, repair and/or replace flashing and the cone jacks at curbs and jacks. Reseal, repair, and/or replace flashings at all corners and drain pans. Provide pricing for East and West Roof Sections independently.
- 16.5 Main Roof Field (flat roof / East and West): Inspect and repair all membrane cracks. Repairs shall be compatible with existing roof manufacturer's requirements & specifications.
- 16.6 Main (south) and North Entrance Canopies:
- 16.6.1 Roofing replacement:
- 16.6.1.1 Remove existing ballast and roofing system down to existing metal roof deck. Properly dispose of all removed materials.
- 16.6.1.1.1 Ballast, if in good condition, may be salvaged to supplement existing ballast at the Fire Station/Maintenance Facility (if that scope is selected).
- 16.6.1.2 Inspect existing metal deck for damage or corrosion issues. Replace sections where required. Install new Dens Deck properly adhered to the metal deck, and install minimum 60 mil rubber roof membrane system per manufacturer's specifications (adhered), achieving a minimum 10 year warranty. Maintain proper roof drainage patterns.
- 16.6.1.3 Replace all copings, drip edge, flashings, boots, cleats, scuppers, and accessories on and at roof perimeter. Ensure all metals are properly flashed and bonded per the roofing system manufacturer's specifications. Metals shall be factory pre-finished in colors shall match existing (field painted metals not accepted).
- 16.6.1.4 Provide all adhesives, fasteners, and accessories necessary for a complete and water tight roof system.
- 17 Fire Station/Maintenance Facility (37400 Cessna Way):
- 17.1 Main roof replacement:
- 17.1.1 Remove existing ballast with intent to salvage and re-use on new roof. Remove debris and damaged ballast prior to reinstallation.
- 17.1.2 Remove and properly dispose of existing roofing membrane.
- 17.1.3 Inspect existing insulation for damage or moisture issues. Replace sections of insulation where required. Install new minimum ½" cover board as manufactured for this purpose, and install minimum 60 mil EPDM ballasted system per manufacturer's specifications, achieving a minimum 10 year warranty. Maintain proper roof drainage patterns.
- 17.1.4 Replace all copings, drip edge, flashings, boots, cleats, scuppers, and accessories on and at roof perimeter. Ensure all metals are properly flashed and bonded per the roofing system manufacturer's specifications. Metals shall be factory pre-finished in colors shall match existing (field painted metals not accepted).

17.1.4.1 Provide a deductive alternate price to salvage and re-use existing metal copings at this roof.

17.1.5 Provide all adhesives, fasteners, and accessories necessary for a complete and water tight roof system.

18 Reference Documents:

18.1 Letter from TAMPA and associated Photographs dated 11/10/14

19. Qualifications:

In addition to the Fee Proposal/Breakdown, please provide the minimum following information. Insufficient, inaccurate, or blank responses may be considered non-responsive and therefore disqualify the Bid. In order to qualify please provide the following:

1. Three (3) references including client name, contact person, phone number, email address, and brief description of the project. Project descriptions shall include type of roofing system, size, cost, and schedule.
2. Describe (no more than one page) your corporate safety plan. Identify if safety plans are tailored to project specifics. Attach a copy of the table of contents for the safety plan (if available). Adams County reserves the right to request a full copy of the safety plan.
3. Schedule: (no more than one page) Identify schedule acceptance as indicated in the IFB, or provide an alternate schedule for work. Include appropriate submittal review and approval time in the schedule.
4. Roofing System: (no more than one page) Identify proposed roofing systems and manufacturer. Systems shall be heavy duty, manufactured for the proposed installation, and include an appropriate warranty period. Do not include manufacturer's data with the proposal; however the County reserves the right to request this information.
5. In order to qualify for this bid you must confirm your contractor's license in Adams County. Your license must be active and has never been revoked
6. Attach a manufacturer's letter certifying your firm as an installer of said manufacturer's system.
7. A Colorado and National background check will be required for all persons prior to being granted access to County facilities. The cost of the background checks will be the Contractor's responsibility.
8. Bid must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid.

9. A Performance Bond and Surety Bond, each in a penal sum equal to the nearest integral One Hundred Dollars in excess of the estimated Contract Price with corporate surety approved by the County, will be requested for faithful performance of the Contract.
10. The Agreement shall be signed by the successful bidder and returned together with the Performance Bond and Surety Bond within ten (10) days after the date of the award.

End of Scope of Work

Form of Proposal / Fee Breakdown:

Break down the fee proposal, with all lump sum costs for these services as not to exceed amounts, for the work as follows:

<u>Service/Work Scope</u>	<u>Proposed Fee</u>		
	<u>East Area:</u>	<u>West Area:</u>	<u>Total:</u>
1. Main Terminal:			
a. Debris & Sand Bags	\$ 150.00	\$ 150.00	\$ 300.00
b. Water Test	\$ 200.00	\$ 200.00	\$ 400.00
c. Window Flashing	\$ na	\$ na	\$ na
d. Copings	\$ 2979.00	\$ 3192.00	\$ 6171.00
e. Reseal Window Frames	\$ ns	\$ na	\$ na
f. Flashings, Corners & Drains	\$ 1127.00	\$ 1127.00	\$ 2254.00
g. Main roof field cracks	\$ 564.00	\$ 564.00	\$ 1128.00
h. Main (south) Canopy	\$ 6742.00	\$ na	\$ 6742.00
i. North Canopy	\$ 2752.00	\$ na	\$ 2752.00
2. Maintenance/Fire Station Building:			
a. Replace Roof (includes new copings & edge metals)			\$ 12,123.00
b. Savings to Re-Use Copings and Edge Metals (Deduct)			\$ (-2725.00)
3. Grand Total for All Work:			\$ 31,852.00

Fee Proposal Clarifications:

- A. All Bids must be furnished exclusive of taxes.
- B. Special services may be requested by the Owner for work not included in this project. Work under this provision requires prior authorization by Owner. Provide a Fee Schedule for the possibility of such work identifying project personnel, titles, and hourly rates. Fee schedule shall not be adjusted once a bidder is selected on this bid.

Beth Gloss manages maintenance
Name and Title (Printed)

Beth Gloss
Signature

8/31/15
Date

Insulation replacement cost / sq. ft. - \$1.95 sf

Deck Repair cost / sq. ft. - \$4.75 sf

Deck replacement cost / sq. ft. - \$11.90 sf



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Job References

Client Name: Pueblo Community College – Medical Arts & Health Sciences Buildings

Contact Name: Clifford Kitchen

Phone Number: 719-549-3291

Email: Clifford.kitchen@pueblocc.edu

Project Description: Size of project was 200 squares. Tear off down to the deck substrate, installed new Insulation assembly and cover board applied in hot asphalt. Installed a new fully Adhered 60 mil EPDM and new Architectural sheet metal. This system has a 20 year warranty. Completed in 2015. Contract Amount - \$363,000

Client Name: Denver Housing Authority – Thomas Bean High Rise Reroof Project

Contact Name: Greg Williams

Phone Number: 720-219-9071

Email: gwilli@denverhousing.org

Project Description: Size of project was 172 squares. Tear off down to deck – 2 decks on 2 levels of high Rise. Installed a 2" minimum tapered system with ¼" cover board. Fully adhered 90 mil EPDM was installed. This system carries a 30 year NDL warranty. Completed in 2014. Contract Amount - \$381,238

Client Name: United States Postal Office – Sunset Station – Pueblo

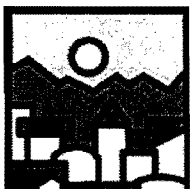
Contact Name: Robert Jordan

Phone Number: 303-853-6906

Email: Robert.c.jordan@usps.gov

Project Description: Size of project was 450 squares. Complete tear off down to deck. Installed 1" Iso With ½" overlay crickets. Other areas had full ¼" taper and 2 layers of 2" Iso set in Adhesive. Base ply and JM Dyna 250 FR White SBS modified set in cold adhesive. A 20 year warranty was given on this project. Completed in 2013. Contract Amount - \$621,370

8-3-2015



NWBOC
WBE CERTIFIED





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JOB NAME:

JOB #

DATE:

JOB HAZARD ANALYSIS SHEET

WORK TO BE PERFORMED

HAZARD

PREVENTATIVE MEASURES

	HEAD ,FOOT ,HAND & EYE	PPE SHALL BE WORN AT ALL TIMES
	FALLS	WARNING LINES & FALL RESTRAINT SHALL BE USED ANYWHERE THERE IS A FALL HAZARD OF MORE THAN SIX FEET FALL RESTRAINT AND LADDERS SHALL BE INSPECTED DAILY OR WHEN ANY ACTION HAS OCCURRED WHICH MAY HAVE DAMAGE THE EQUIPMENT
	ELECTRICAL	GFI AND CORDS SHALL BE INSPECTED DAILY ANY DEFECTIVE CORDS OR GFI'S SHALL BE RED TAGGED AND REMOVED FROM PROJECT
	TRIP FALL	HOUSKEEPING SHALL BE A PRIORITY , AREAS SHALL BE KEPT FREE OF MATERIALS AND DEBRIS.REMOVE DEBRIS DAILY
	CRANE LOADING	PPE SHALL BE WORN AT ALL TIMES ,ONLY CERTIFIED RIGGERS DIRECTORS SHALL RIGG AND DIRECT THE CRANE OPERATIONS.
	CHEMICALS	ALL EMPLOYEES SHALL BE ADVISED OF CHEMICALS IN USE ON PROJECT AND SHALL KNOW WHERE THE MSDS ARE
	FIRE	FLAMABLE AND COMBUSTIBLE MATERIALS SHALL BE PLAINLY MARKED. FIRE EXSTINGUISHERS SHALL BE ON SITE
	MANLIFT	EMPLOYEES USING THE MANLIFT SHALL BE TRAINED ON IT'S OPERATION AND USE

SIGNED

DATE:



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FRONT RANGE AIRPORT RE-ROOF SCHEDULE

Start – October 1st 2015

Re-roofing – October 1st to end of November 2015

Substantial completion – November 30, 2015



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FRONT RANGE AIRPORT – ROOFING SYSTEMS

MAINTANENCE / FIRE STATION - Ballasted EPDM membrane system. Remove existing membrane & flashings. Reuse existing ballast. Loose lay new membrane over existing insulation (no cover board). Install new membrane flashings. Reinstall existing gravel over new roof system. Install new metal cap flashings.

NORTH & SOUTH CANOPIES – Remove existing membrane, cover board and gravel. Loose lay new cover board and EPDM membrane over canopy roof areas. Install new metal edge flashings. Reuse existing gravel over new roof system.

MAIN TERMINAL EAST & WEST ROOFS – Repair the existing granulated Modified SBS roofing. Conduct water test on roof areas. Repair flashings, cone jacks, membrane cracks as needed, corners & drain pans as required.

[Register for an Account](#) | [Login](#)

D-6292

[Home](#) [Building Permits](#) [Planning](#) [Construction Permits](#) [Enforcement](#)**Licensed Professional Information:**
CONTRACTOR D-6292**Licensee Detail**

License Type: CONTRACTOR	Type:
State License Number: D-6292	Name: MICKEY WINTERS
License State: CO	Title:
Licensing Board:	Address: 5135 YORK ST DENVER CO 80216
Business Name: UNITED MATERIALS LLC	Phone 1: 3036234166
Business License Number:	Phone 2:
Business License Expiration Date:	FAX:
License Issue Date:	E-mail: MICKEY@UNITEDMTLS.NET
License Expiration Date: 06/01/2016	
Business Name 2:	
Insurance Company:	
Insurance Policy:	

► Related Records**► Public Documents**



August 3, 2015

UNITED MATERIALS LLC
5135 YORK STREET
DENVER, CO 80216

Phone: 1-303-623-4166
Fax: 1-303-933-7077

To Whom It May Concern:

Please be advised that a Johns Manville Approved Roofing Contractor Agreement (the "Agreement") presently exists between Johns Manville Roofing Systems Group and the above named contractor located at the above address. The Agreement stipulates that Johns Manville will issue Peak Advantage Guarantees for Johns Manville systems listed below.

System	Term
APP; BUR; SBS Asphalt Applied; SBS Heat Welded; SBS Cold Applied; EPDM; PVC; TPO	all

These guarantees will be issued to the above-named contractor in accordance with all procedures and requirements of the Johns Manville Peak Advantage Guarantee Program. This Agreement is subject to cancellation by either Johns Manville Roofing Systems Group or the above named contractor upon thirty (30) days written notice to the other party of the Agreement.

Sincerely,

Rebecca Moracco

Guarantee Services

For questions related to this communication, please contact:

Guarantee Services
Johns Manville Roofing Systems
10100 W. Ute Avenue | Mailstop R-15 | Littleton, CO 80127
GSU@jm.com | 800.922.5922 | Fax: 877.403.1747



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7. United Materials will have the required personnel per your requirement in the RFP.



TOP 2010
BUSINESS



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**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above United Materials, LLC	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 5135 York Street City, state, and ZIP code Denver, CO 80216	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
8	4	-	1	5	7	8	8	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Shondia Payne*

Date ▶ July 1, 2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

UNITED MATERIALS LLC
Company Name

08/03/2015
Date

Beth Glass
Name (Print or Type)

Beth Glass
Signature

Margie Membre
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

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE United Materials; LLC

5135 York St, Denver, CO 80216

as Principal, hereinafter called the Principal, and Granite Re, Inc.

14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of OK

as Surety, hereinafter called the Surety, are held and firmly bound unto Adams County

4430 South Adams County Parkway, Brighton, CO 80601

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Front Range Airport - Airport Main Terminal Building, Canopies and Maintenance / Fire Station Building

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of August, 2015


(Witness)

United Materials; LLC


(Principal)

(Seal)

By: 

VICE PRESIDENT

(Title)


(Witness)



Granite Re, Inc.

(Surety)

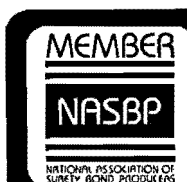
(Seal)

By: 

Attorney-in-Fact Karen A. Feggestad

(Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, N.W., WASHINGTON, D.C. 20006



MOODY INSURANCE AGENCY, INC.

8055 East Tufts Avenue, Suite 1000

DENVER, COLORADO 80237

PHONE: (303) 824-6600

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

Karen A. Feggestad its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge the following surety bond, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

Karen A. Feggestad may lawfully do in the premises by virtue of these presents.

Surety Bond Number: Bid Bond
Principal: United Materials; LLC
Obligee: Adams County
Bond Amount: **See Bond Form**

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 7th day of August, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 7th day of August, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
4th day of August, 2015.




Kyle P. McDonald, Secretary/Treasurer



united

uniting labor and materials as Colorado's
Master Roofing Contractor since 1923®

united materials; llc. •

5135 York St • Denver, CO 80216 • Phone 303-623-4166 • FAX 303-892-1615 • united_materials.com

Vendor Information Form – (not included in RFP)

Company Name - United Materials;llc

Address: 5135 York Street
Denver, CO 80216

Phone Number: 303-623-4166

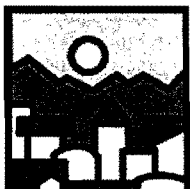
Fax Number: 303-892-1615

FEIN # 84-1578886

Duns# 142796304

Estimator: Paul Ungerer
paungerer@unitedmtls.net

Owner: Beth Gloss, Managing Member
beth@unitedmtls.net



NWBOC
WBE CERTIFIED





2015.127 ROOF REPLACEMENT

CONTRACTOR'S STATEMENT

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

Thirty one thousand eight hundred fifty two and no/100

Written Amount

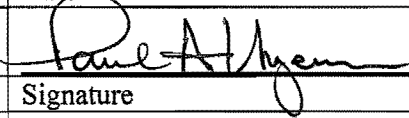
\$ 31, 852.00

Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # ONE Addenda # _____

If None, Please write NONE.

<u>UNITED MATERIALS LLC</u>	<u>AUGUST 3, 2015</u>
Company Name	Date
<u>5135 YORK STREET</u>	
Address	Signature
<u>DENVER, CO., 80216-2249</u>	<u>Paul A. Ungerer</u>
City, State, Zip Code	Printed Name
<u>DENVER</u>	<u>Project Manager</u>
County	Title
<u>303-623-4166</u>	<u>303-892-1615</u>
Telephone	Fax
<u>paungerer@unitedmtls.net</u>	
Email Address	