

EXHIBIT**A-1**

DISTRICT COURT, MONTROSE COUNTY, COLORADO Court Address: 1200 North Grand Avenue BIN A Montrose, CO 81401		DATE FILED: July 30, 2021 4:12 PM FILING ID: 56EA0A5323C32 CASE NUMBER: 2021CV30037
MONTROSE COUNTY SCHOOL DISTRICT RE-1J, Plaintiff, v. SKYLINE ROOFING INC., a Utah corporation, ADAM STOUT, an individual, ARMSTRONG GROUP INCORPORATED, a New Mexico corporation, NV5, a California corporation, and UNITED FIRE & CASUALTY COMPANY, an Iowa corporation, Defendants.		▲ COURT USE ONLY ▲
Stephen G. Everall, #987 Jonathan P. Fero, #35754 SEMPLE, FARRINGTON, EVERALL & CASE, P.C. 1120 Lincoln Street, Suite 1308 Denver, Colorado 80203 Phone Number: (303) 595-0941 Fax Number: (303) 861-9608 E-mail: severall@semplelaw.com; jfero@semplelaw.com <i>Attorneys for Plaintiff</i>		Case Number: _____cv_____ Division:
COMPLAINT FOR DAMAGES, EQUITABLE and DECLARATORY RELIEF		

The Plaintiff, Montrose County School District RE-1J (“MCSD”), by and through its undersigned attorneys, for its Complaint against the Defendants Skyline Roofing Inc. (“Skyline”); Adam Stout (“Stout”); Armstrong Group Inc. (“AGI”); NV5; and United Fire & Casualty Company (“UFC”), alleges and avers as follows:

PARTIES

1. MCSD is a Colorado public school district authorized to enter into contracts and to sue and be sued.
2. Upon information and belief, Skyline is a Utah corporation in the business of demolishing and replacing roofs. Upon information and belief, it is a closely held corporation.
3. Upon information and belief, Stout is the President and principal owner of Skyline.
4. Upon information and belief, AGI is a New Mexico corporation that specializes in the design, inspection, and administration of roofing projects.
5. Upon information and belief, AGI employs an architect, Theodore P. Green, who is licensed in Colorado, which thereby allows AGI to practice architecture in Colorado as defined in § 12-120-402 (5)(a), C.R.S.
6. Upon information and belief, NV5 is a California corporation that holds itself as qualified to be the owner's representative in the administration of the Colorado Department of Education's "Building Excellent Schools Today" ("BEST") construction projects.
7. Upon information and belief, UFC is an Iowa corporation in the business of issuing bid, payment, and/or performance bonds for construction projects.

JURISDICTION AND VENUE

8. MCSD incorporates by reference herein the allegations in paragraphs 1 – 7 of the Complaint.

9. The Montrose County District Court is a court of general jurisdiction and has authority to adjudicate MCSD's claims for relief.
10. Venue is proper under C.R.C.P. 98, because this case involves the removal of old roofs and construction of new roofs on several MCSD buildings, all of which are situated in Montrose County, State of Colorado.

GENERAL ALLEGATIONS

11. MCSD incorporates by reference herein the allegations in paragraphs 1 – 10 of the Complaint.
12. In or about late 2018, the Board of Education (BOE) of MCSD determined that six of its buildings likely needed full or partial roof replacements. These buildings were Montrose High School, Olathe Middle School, Centennial Middle School, Olathe Elementary School, Cottonwood Elementary School, and Main Street: Area A and B. It therefore directed its administration to retain competent professionals to design, construct, inspect, and generally administer what came to be known as the "MCSD 2019 Re-Roofing Project".
13. MCSD then retained AGI's services for review and inspection of the roofs of the six buildings. AGI recommended that MCSD hire an environmental consultant to inspect the roofs for any "building asbestos-containing materials" (BACM).
14. The MCSD Board of Education also directed its administration in conjunction therewith to apply for a grant from the Colorado Department of Education through its BEST program

for financial assistance. AGI and NV5 participated in these endeavors, which ultimately were unsuccessful.

15. On or about March 18, 2019, MCSD entered into an “Agreement” (“AGI Agreement”) with AGI for the latter’s roof replacement design and consulting services, including, but not limited to, “construction administration” and “observation services” of the roofing contractor’s work. A true copy of the AGI Agreement is attached hereto as Appendix A and incorporated by reference herein.

16. In or about early March 2019, MCSD retained environmental consultant Plateau Inc. (“Plateau”) to do a roof inspection report to determine whether any of the roofs under consideration for demolition and replacement contained BACM. The Plateau report, dated March 15, 2019, identified nonfriable BACM in the roofs of Montrose High School, Centennial Middle School, and Olathe Middle School. The Plateau report further recommended that the roofing contractor utilize the EPA Guidance procedures to avoid the BACM becoming friable during the removal of the old roofs.

17. Thereafter, AGI inspected the said six buildings and reviewed the Plateau report. AGI then prepared drawings, specifications, contracts, general conditions, and other documents for the bid package for the MCSD 2019 Re-Roofing Project. The proposed contract and drawings contained specific references to BACM in the then-existing roofs which were to be demolished.

18. From April 13 through April 19, 2019, the MCSD 2019 Re-Roofing Project was advertised for bid, utilizing the documents prepared by AGI, including bid instructions. Bidders were instructed to prepare separate bids for each building, which were called “Bid Lots”.
19. Pursuant to the AGI Agreement, AGI presided over the bidding process in all respects, including a “walk-through” with prospective bidders on or about April 23, 2019. Upon information and belief, Skyline representatives participated in the “walk-through”.
20. The Plateau report was made available to all bidders prior to bidding.
21. The form of the roofing contract, AIA Document A101, that was made available to the bidders as part of the bid package provided *inter alia* that the “scope of work for all Bid Lots includes the abatement and removal of existing roofing systems down to deck and installation of new 72 MIL PVC roofing systems.” The said form of roofing contract identified AGI as “The Architect”.
22. Pursuant to Addendum No. 1 to the roofing contract, dated May 7, 2019 and prepared by AGI, the bidders were specifically advised that “all asbestos abatement is the contractor’s responsibility. The contractor will be responsible for removal and proper disposal. All asbestos to be handled as required by governing regulatory bodies on State and Federal level.” A copy of Addendum No. 1 is attached hereto as Appendix B and incorporated by reference herein.

23. Colorado Revised Statutes §§ 38-26-105 and 106 (2019) required the contractor to post payment and performance bonds in each of the six MCSD Bid Lots, because each exceeded \$50,000.
24. The MCSD bid instructions, as well as other documents, provided that the successful bidder would be required to post payment and performance bonds in the amount of the Contract Sum. A copy of the Instructions to Bidders is attached hereto as Appendix C and incorporated by reference herein.
25. The MCSD bid package contained an AIA Document A312-2010 Performance Bond marked “SAMPLE”, in which AGI is designated as the “Owner’s Representative”. A true copy is attached hereto as Appendix D and incorporated by reference herein.
26. Skyline submitted its bids for all six buildings a/k/a “Bid Lots”. A true copy of Skyline’s Bid Form is attached hereto as Appendix E and incorporated by reference herein.
27. Skyline posted Bid Bonds in the amount of 5% of the amount bid on each of the six buildings. The surety was UFC.
28. Skyline was awarded the contracts for Montrose High School, Centennial Middle School, and Olathe Middle School “Bid Lots”.
29. On or about May 23, 2019, NV5 joined the MCSD construction team to be MCSD’s representative and liaison with CDE’s BEST division.

30. On or about May 23, 2019, AGI issued a Notice to Proceed to Skyline for the Montrose High School, Olathe Middle School, and Centennial Middle School projects. A copy of the Notice to Proceed is attached hereto as Appendix F and incorporated by reference herein.
31. The other three building Bid Lots were awarded to roofing contractor Exterior Solutions, LLC (“Exterior”).
32. Upon information and belief, Skyline included in its bids for each building the cost of the premiums for the requisite payment and performance bonds.
33. In its bid submittals, Skyline represented that it would use UFC as its surety for the performance and payment bonds. UFC confirmed Skyline’s representation.
34. Approximately a week after being awarded the Olathe Middle School Bid Lot, Skyline advised AGI and MCSD that it would not be able to undertake the Olathe Middle School project, which was scheduled to commence that summer. MCSD then awarded the Olathe Middle School Bid Lot to Exterior.
35. Exterior posted payment and performance bonds for all three Bid Lots that it was awarded. Upon information and belief, AGI uploaded the said bonds to the “AGI cloud” which AGI previously had designated as the “Project File”.
36. On or about May 30, 2019, NV5 sent a proposed contract to MCSD which MCSD executed on or about July 23, 2019. A true copy of the NV5 contract is attached as Appendix G and incorporated by reference herein.

37. In early June, AGI prepared the final draft of the re-roofing contract between MCSD and Skyline for the Centennial Middle School and Montrose High School (the “Skyline Master Re-Roofing Contract”). Upon information and belief, the said final draft did not contain the referenced “Exhibit A – Insurance and Bonds”.
38. Upon information and belief, AGI submitted the Skyline Master Re-Roofing Contract to Skyline’s President Adam Stout, who signed the Skyline Master Re-Roofing Contract on or about June 10, 2019 and returned it to AGI for MCSD’s execution.
39. On or about June 12, 2019, MCSD’s Board President, Tom West, signed the Master Re-Roofing Contract. MCSD returned it to AGI’s Architect Theodore P. Green.
40. On or about June 13, 2019, Architect Green prepared a Certification of Documents’ Authenticity as the architect for the MCSD 2019 Re-Roofing Project. A true copy of the Skyline Master Re-Roofing Contract as executed by Skyline and MCSD and as certified by AGI’s Architect Green is attached as Appendix H, and is incorporated by reference herein.
41. Upon information and belief, AGI then uploaded the Skyline Master Re-Roofing Contract to AGI’s “cloud”. Upon information and belief, at no time did the Skyline Master Re-Roofing Contract have the referenced “Exhibit A – Insurance and Bonds” attached to it.
42. On or about July 17, 2019, Skyline commenced its work on the Centennial Middle School classroom section.

43. AGI assigned Eddie Ramos as the “full-time” roof observer for the MCSD 2019 Re-Roofing Project. Upon information and belief, Ramos was onsite when Skyline commenced its work on Centennial Middle School.
44. In or about August or September, 2019, AGI advised Exterior Solutions that it would not be allowed to undertake the Olathe Middle School Bid Lot, because it had fallen behind schedule on its other Bid Lots.
45. Skyline agreed to assume the roofing work for Olathe Middle School, which work then was re-scheduled to be completed in 2020.
46. On or about October 29, 2019, Skyline and MCSD executed Change Order No. 1 to the Skyline Master Re-Roofing Contract to include, *inter alia*, the Olathe Middle School Bid Lot for \$631,950. A copy of Change Order No. 1 is attached hereto as Appendix I-1 and incorporated by reference herein.
47. During the course of the work, an additional three change orders were issued for the Skyline Master Re-Roofing Contract. True copies of Change Orders No. 2, 3, and 4 are attached hereto as Appendices I-2, I-3 and I-4 and incorporated by reference herein.
48. Thereafter, Skyline proceeded with the work, and ultimately represented that it had substantially completed its work in or about September 9, 2020.
49. On or about September 9, 2020, AGI conducted a final walk-through with Skyline and then issued a punch list to Skyline.

50. After Skyline completed the punch list work, provided close-out documents and submitted its final pay application on or about December 2, 2020, AGI and NV5 authorized Final Payment.
51. MCSD then issued payment of \$96,285 and retainage in the amount of \$104,189.75 to Skyline.
52. On or about January 31, 2021, Plateau's Chris Lakin conducted an inspection of the Olathe Middle School for BACM in conjunction with another project completely unrelated to the MCSD 2019 Re-Roofing Project.
53. During that inspection, Lakin discovered roofing debris from Skyline's work in the Olathe Middle School plenum.
54. Suspecting that the roofing debris might contain friable BACM, Lakin immediately reported his discovery to MCSD and the Colorado Department of Public Health and Environment (CDPHE).
55. Lakin also collected samples of the roofing debris from the plenums of Olathe Middle School and Centennial Middle School.
56. Lakin then sent the samples to EMSL Analytical Inc. Laboratories ("EMSL") for testing.
57. EMSL's test results of the Centennial and Olathe Middle Schools' samples detected friable BACM. True copies of the EMSL test results are attached as Appendices J-1 and J-2, and are incorporated by reference herein.

58. MCSD timely advised Skyline and AGI of these developments and invited their assistance.

59. Upon information and belief, Skyline immediately submitted a claim to its Commercial General Liability (“CGL”) carrier, UFC.

60. On or about February 4, 2021, UFC, in its capacity as Skyline’s CGL carrier, issued a Reservation of Rights letter stating, “there is no coverage for the repairs to your work or asbestos abatement due to exclusions in your policy.” A true copy of UFC’s letter is attached as Appendix K and incorporated by reference herein.

61. Based on advice from its consultants and CDPHE, MCSD immediately shut down the Centennial and Olathe Middle/High Schools.

62. Subsequently, CDPHE authorized the re-opening of the Olathe High School, which was connected to the Olathe Middle School.

63. CDPHE, however, would not authorize the re-opening of the Centennial and Olathe Middle Schools until the BACM was completely abated.

64. During this time period, MCSD asked Skyline and AGI to produce Skyline’s performance bond.

65. After searching for the requisite performance bond, Skyline advised MCSD and AGI that it apparently had never acquired performance and payment bonds at all for any of the three Bid Lots.

66. AGI also advised that it was unable to find Skyline's performance and payment bonds in the AGI cloud or elsewhere.

67. On or about February 16, 2021, MCSD released a "Request for Qualification/Proposal (RFQ/P) for an Asbestos Abatement Contractor, asking for submissions by February 26, 2021.

68. Skyline was advised of and sent a copy of the RFQ/P, but it did not respond.

69. When the low bid proved to be \$1,576,304, MCSD rejected all proposals.

70. On or about March 10, 2021, MCSD sent to Skyline Roofing Inc., attention Mr. Adam Stout, and its attorney, a Notice of Claim pursuant to § 13-20-803.5, C.R.S. A true copy of the Notice of Claim is attached hereto as Appendix L and incorporated by reference herein.

71. On or about March 11, 2021, MCSD released a second "Request for Qualifications/Proposal (Second RFQ/P) for an asbestos abatement contractor(s)" for the Centennial and Olathe Middle Schools, advising that submittals were due on March 25, 2021. A copy of the Second RFQ/P is attached hereto as Appendix M and incorporated by reference herein.

72. MCSD sent Skyline a copy of the Second RFQ/P.

73. Skyline did not submit a proposal for the abatement of either school, nor did it register any objections to MCSD moving forward with the abatement. Instead, Skyline denied any liability to MCSD.

74. On or about March 31, 2021, MCSD awarded the abatement contract to the low bidder, JKS Industries (“JKS”), in the amount of \$794,362 for both schools. MCSD advised Skyline and AGI of said award.
75. On or about April 8, 2021, UFC’s attorney confirmed that no performance and payment bonds existed for any of the MCSD 2019 Re-Roofing “Bid Lots”, including Centennial and Olathe Middle Schools. The UFC attorney asserted that UFC would not issue any performance bonds for the Centennial and Olathe Middle School Bid Lots. A true copy of the UFC’s attorney’s letter is attached hereto as Appendix N and incorporated by reference herein.
76. During the course of JKS’ abatement work at Centennial, it was determined that additional abatement work was needed, resulting in four change orders that increased the amount of the JKS contract to \$1,149,717. True copies of the four change orders are attached hereto as Appendices O-1, O-2, O-3, and O-4, and incorporated by reference herein.
77. MCSD has incurred additional costs for its environmental consultant Grande River Environmental (“GRE”) in the approximate amount of \$122,929 for GRE’s planning and oversight of the abatement work at Centennial and Olathe Middle Schools.
78. MCSD also has incurred costs in the amount of \$111,110, and \$30,200 to replace the damaged drywall ceiling and ceiling tiles of Centennial and Olathe Middle Schools.

79. MCSD also has incurred costs related to moving and storage of property while the abatement work has been carried on, and rental costs from March through May 2021 to relocate the Centennial Middle School students to another facility.

80. The abatement work on Olathe and Centennial was completed on or about July 1, 2021, but additional costs will continue.

81. On or about June 1, 2021, MCSD served its Notice of Claim pursuant to § 13-20-803.5, C.R.S. on AGI. A true copy of the said Notice of Claim is attached hereto as Appendix P and incorporated by reference herein.

82. AGI has denied any liability to MCSD and suggested that NV5 had the sole responsibility to see that Skyline posted the payment and performance bonds before commencing work.

FIRST CLAIM FOR RELIEF

(Skyline – Damages for Breach of Contract)

83. MCSD incorporates by reference herein the allegations in paragraphs 1 – 82 of the Complaint.

84. Pursuant to the terms and conditions of the Skyline Master Re-Roofing Contract, including but not limited to Addendum No. 1, the Roof Plans and Section 3.3.1 of the General Conditions, Skyline was solely responsible for, in charge of, and had control of the construction means and methods for performing the work, including the removal and disposal of BACM.

85. By allowing debris, including BACM, to fall into, accumulate and remain in the plenums of the Centennial Middle School and Olathe Middle School during the course of removal of the existing roofs, Skyline breached the Skyline Master Re-Roofing Contract pertaining to the “abatement and removal of existing roofing systems down to deck”.
86. Alternately, by failing to use all appropriate means and methods and thereby allowing debris, including BACM, to fall into and remain in the plenums of the Centennial and Olathe Middle Schools, Skyline breached the Skyline Master Re-Roofing Contract for the “abatement and removal of existing roofing systems down to deck”.
87. By failing to remove the debris, including BACM, from the Centennial and Olathe Middle School plenums, Skyline breached the “cleaning-up” provisions in Sections 3.15 of the General Conditions of the Skyline Master Re-Roofing Contract.
88. By failing to take reasonable precautions for the safety of and providing reasonable protection to prevent damage, injury or loss to the interior of Centennial and Olathe Middle Schools, including the plenums, Skyline breached Section 10.2.1 and 10.2.5 of the General Conditions to the Skyline Master Roofing Contract.
89. By failing to return to the Centennial and Olathe Middle Schools to remove the debris, including BACM, Skyline breached the warranties in Section 3.5 and Section 12.2.2 of the General Conditions to the Skyline Master Roofing Contract.
90. By failing to post payment and performance bonds as required by the Contract Documents and the Colorado statutes as made and provided, namely, §§ 38-26-105 and 106, C.R.S.

(2019), Skyline breached the Skyline Master Re-Roofing Contract, which has caused MCSD to file claims against other Defendants herein and to occasion attorney fees.

91. By failing to obtain sufficient contractor's liability insurance pursuant to Section 11.1 of the General Conditions, Skyline breached the Skyline Master Re-Roofing Contract.

92. Skyline has breached its two warranties of roofing workmanship and completion in compliance with job specifications. True copies of Skyline's two-year warranties are attached as Appendix Q and incorporated by reference herein.

93. As a result of Skyline's breaches of the various and sundry provisions of the Master Re-Roofing Contract, MCSD has suffered damages in an amount to be proven at trial.

SECOND CLAIM FOR RELIEF

(Adam Stout – Declaratory and Equitable Relief for Failure to Post Skyline's Requisite Bonds)

94. MCSD incorporates by reference herein the allegations in paragraphs 1 – 93 in the Complaint.

95. Upon information and belief, Skyline is a small company with approximately 17 employees that, according to Dun and Bradstreet, has an annual revenue of \$1.78 million.

96. Skyline's representatives have stated to MCSD's representatives that Skyline would be unable to pay a "large" judgment and would declare bankruptcy and/or go out of business in such event.

97. Stout knew or should have known that Skyline never posted performance and payment bonds for the MCSD Bid Lots awarded to Skyline.

98. As President and majority shareholder of Skyline, a closely held corporation, Stout had an independent duty, legally, equitably and as a matter of public policy, to ensure that Skyline posted the statutorily and contractually required payment and performance bonds for the benefit of MCSD, a public entity.

99. Had Skyline posted the statutorily and contractually requisite payment and performance bonds, upon information and belief, Skyline's surety would have required Stout to enter into an indemnity agreement, by which Stout would have personally obligated himself to reimburse the surety for any amount that Skyline would have been obligated to MCSD for Skyline's breaches of contract.

100. Stout would be unjustly enriched if he were not held responsible personally for Skyline's failure to obtain the payment and performance bonds.

101. Consequently, Stout is legally and equitably liable to MCSD for any amounts that Skyline is unable to pay MCSD as a result of Skyline's aforesaid breaches of contract plus any attorneys' fees occasioned against other parties herein.

THIRD CLAIM FOR RELIEF

(AGI – Damages for Breach of Contract for Failure to Inspect Properly Skyline's Work)

102. MCSD incorporates by reference herein the allegations in paragraphs 1 – 101 in the Complaint.

103. Pursuant to the AGI Agreement with MCSD, AGI contracted to “provide full-time observation...[of] the installation of the roofing system, for compliance with plans, and specifications.”

104. AGI impliedly warranted that its appointed full-time observer Ramos was qualified and would be diligent with regard to his observation of Skyline’s work.

105. Upon information and belief, AGI’s requisite full-time roof observer was not actually present full-time, nor qualified, nor sufficiently diligent in his observation of Skyline’s work.

106. Had AGI’s full-time roof observer been qualified, diligent and/or onsite throughout the MCSD 2019 Re-Roofing Project, AGI’s full-time observer would have reported Skyline’s deficit means and methods and/or observed the debris, including the BACM, in the Centennial and Olathe Middle School plenums during the course of construction and before the final payment issued to Skyline.

107. AGI’s full-time roof observer’s acts and omissions constitute a breach of the AGI Agreement.

108. As a result of the acts and omissions of AGI’s full-time roof observer, MCSD has suffered damages in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF

(AGI – Declaratory Relief for Breach of Contract
for Failure to Determine that Skyline Had Not Posted
Payment and Performance Bonds)

109. MCSD incorporates by reference herein the allegations in paragraphs 1 – 108 in the Complaint.

110. In conjunction with the AGI Agreement to provide “construction administrative services”, including the preparation of contract documents, and the general administration of the construction, AGI had a contractual duty to determine and otherwise ensure that Skyline had obtained and posted the requisite performance and payment bonds in conjunction with the commencement of Skyline’s work pursuant to the Skyline Master Re-Roofing Contract.

111. AGI breached its Agreement with MCSD when AGI permitted Skyline to commence, carry out, and ultimately complete its work under the Skyline Master Re-Roofing Contract and change orders thereto without obtaining and posting the requisite payment and performance bonds.

112. As a result of AGI’s breach of its contract concerning Skyline’s failure to post the requisite payment and performance bonds, MCSD has lost its security and will suffer damages in the likely event that Skyline is unable to pay the amounts that it owes MCSD for Skyline’s breaches of contract that would have been covered by the requisite performance bonds.

FIFTH CLAIM FOR RELIEF

(AGI – Damages and Declaratory Relief for Breach of Contract
for Failure to Complete Construction Documents)

113. MCSD incorporates by reference herein the allegations in paragraphs 1 – 112 in the Complaint.

114. Pursuant to the AGI Agreement, AGI contracted to provide “complete design and construction documents including roof plans, sections, details, technical specifications, cost estimates, and any other information as may be required to fully describe the work for bidding and construction purposes.”

115. Upon information and belief, AGI intended to use and did use AIA documents for the 2019 MCSD Re-Roofing Project.

116. AGI represented to MCSD that it was familiar with and knowledgeable about AIA documents and that it would properly prepare same for the benefit of MCSD.

117. The Skyline Master Re-Roofing Contract, AIA Document A-101-2017, specifically incorporates by reference “Exhibit A” thereto pertaining to “Insurance and Bonds”. A copy of the AIA pro forma Exhibit A to AIA Document A-101-2017 (“Exhibit A”) is attached hereto as Appendix R and incorporated by reference herein.

118. Upon information and belief, AGI did not discuss with MCSD, nor complete, nor distribute nor append “Exhibit A” to the Skyline Master Re-Roofing Contract.

119. AGI breached the AGI Agreement by failing to prepare the requisite “Exhibit A”, and discuss the ramifications thereof, including appropriate insurance, such as “pollution liability insurance” and “asbestos abatement liability insurance” for the MCSD 2019 Re-Roofing Package.

120. But for AGI’s failure to complete and attach Exhibit A to the Skyline Master Re-Roofing Contract, appropriate insurance would have been obtained to cover the damages that MCSD has suffered as a result of Skyline’s breach of contract.

SIXTH CLAIM FOR RELIEF

(AGI – Professional Negligence)

121. MCSD incorporates by reference herein the allegations in paragraphs 1 – 120 in the Complaint.

122. As an entity utilizing Colorado-licensed architects who provided architectural professional services to MCSD, AGI had a duty independent of the AGI contract to perform its work and exercise its judgment thereunder in a manner consistent with members of the architectural profession in good standing in Colorado.

123. AGI failed to exercise the appropriate professional standard of care when it failed to complete Exhibit A to Skyline/MCSD’s Master Roofing Contract; when it failed to ascertain that Skyline had not posted the requisite payment and performance bonds prior to commencing its work; and when it failed to properly inspect Skyline’s work.

124. As a result of AGI's breaches of the professional standard of care, MCSD has suffered damages in an amount to be proven at trial.

SEVENTH CLAIM FOR RELIEF

(NV5 – Declaratory Judgment For Failure to Determine that
Skyline Had Not Posted Payment and Performance Bonds)

125. MCSD incorporates by reference herein the allegations in paragraphs 1 – 124 in the Complaint.

126. On or about May 23, 2019, NV5 joined the “construction team” for the 2019 MCSD Re-Roofing Project.

127. NV5's primary role was to oversee the Project for compliance with BEST administrative requirements, including, but not limited to, review and submittal to BEST the Contract Documents and requests for payments to the contractors, including Skyline.

128. Upon information and belief, NV5 reviewed the Contract Documents, including drafts of the Skyline Master Re-Roofing Contract that AGI had prepared.

129. NV5 knew, or should have known, that payment and performance bonds were required by both statute and contract on the MCSD 2019 Re-Roofing Project.

130. In its review of the Contract Documents, NV5 should have noted that Skyline did not post the requisite payment and performance bonds for the Skyline Master Re-Roofing Contract.

131. NV5 breached its contract when it failed to alert MCSD that Skyline had not posted the requisite payment and performance bonds.

132. Consequently, MCSD has lost its security and will suffer damages in the probable event that Skyline is unable to pay the monies that it owes MCSD, due to its breaches of contract as described in the First Claim for Relief.

EIGHTH CLAIM FOR RELIEF

(UFC – Damages for Failure to Pay Bid Bonds)

133. MCSD incorporates by reference herein the allegations in paragraphs 1 – 132 in the Complaint.

134. The UFC bid bonds that Skyline posted in conjunction with its bids, including the Montrose, Centennial and Olathe bid lots, state in pertinent part that the Surety (UFC) shall be liable to the Obligee (MCSD) for the amount of the bid bonds in the event that the Principal (Skyline) is awarded the contract, but should fail “to enter such contract and give such bond or bonds”. True copies of the UFC bid bonds for the Olathe, Centennial and Montrose Bid Lots are attached as Appendices S-1, S-2 and S-3 and incorporated by reference herein.

135. Skyline was awarded and subsequently entered into a contract for the Montrose High School, Centennial Middle School and Olathe Middle School “Bid Lots”, but failed to post bonds “for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof”.

136. UFC never inquired of MCSD whether the bid bonds for Skyline had been discharged.

137. MCSD has made demand upon UFC to pay the said bid bonds, but UFC has failed and refused to do so.

138. UFC is therefore liable to MCSD for the amount of the Montrose High School, Centennial Middle School, and Olathe Middle School bid bonds.

WHEREFORE, the Plaintiff Montrose County School District RE-1J demands judgment in an amount to be proven at trial against the Defendants Skyline Roofing Inc. and Armstrong Group Inc. for the clean-up of the roofing debris, including the abatement work, and associated costs described in the Complaint; for declaratory and equitable relief against Defendant Adam Stout in the event that Defendant Skyline cannot pay all or part of any judgment against it; for declaratory relief against AGI and NV5 that they are liable to Montrose County School District RE-IJ in the event that Defendant Skyline cannot pay all or part of any judgment against it; for judgment against Defendant United Fire & Casualty Company in the amount of the bid bonds on the Montrose High School, Centennial Middle School, and Olathe Middle School Bid Lots; for pre-judgment and post-judgment interest on any monetary judgments against any Defendant; for appropriate costs, including expert witness fees, against the Defendants and attorneys' fees as damages against Skyline Roofing Inc., Adam Stout, and Armstrong Group Incorporated; and for such other and further relief as to the Court may seem just and proper.

DATED this 30th day of July, 2021.

SEMPLE, FARRINGTON, EVERALL & CASE, P.C.

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AGREEMENT

DATE: 3/18/2019

TO: Philip Bailey
Montrose School District
Montrose Colorado

PROJECT: Reroofing 2019 Project

Roof Replacement Design and Consulting Services

Armstrong Group, Inc. "AGI" will provide, onsite evaluations, best grant assistance, complete roof replacement design and construction administration services per the scoping document including but not limited to the following Tasks:

1. **Evaluations and Best Grant Application:**
AGI will evaluate the roofs as identified to be the districts worst roofs. AGI will assist in the write ups for each building as needed to complete the Best Grant application. This will include budgetary and prioritization of the roof sections per building.
2. **Schematic & Design Development Phase:** Development of alternative approaches for the roofing system for recommendation to the Owner, including development of preliminary drawings, update estimates of probable construction cost for repair and reroofing along with other information as may be required for consideration of project options. Additional items:
 - o Existing Condition Evaluation
 - Provide complete field survey for all existing roof conditions.
 - Perform cores as required
 - Forensic evaluation of the existing roof structure in relation to as-built drawings
 - Investigation of any deviation in the roof construction from the design drawings
 - Structural investigation of the capacity of the existing roof structure for anticipated loading from new roof structures
 - Perform a visual inspection of related ceiling areas
 - Provide digital photos with roof mapping key
 - Prepare field drawings with measurements, penetrations and notes
 - Note all non-roof items that effect the potential waterproofing integrity
3. **Construction Documents Phase:** Based on the selected roof system, "Consultant Team" will develop complete design and construction documents including roof plans, sections, details, technical specifications, cost estimates, and any other information as may be required to fully describe the work for bidding and construction purposes. "Consultant Team" will be responsible for structural engineering, roofing design and detailing including activities mentioned above. Mechanical and electrical design for reroofing purposes only is included. Mechanical and electrical condition evaluation and design issues are outside the scope of this proposal. Included in the Construction Documents will be a Project Manual that incorporates all owner documents, bid docs, procedures, and other requirements as directed or provided by the owner. All basis of design will be based on ASCE, IBC, IECC, FM, NRCA, SMACNA ANSI/Spry and industry manufacture standards.
4. **Bidding Phase:** AGI will respond to inquiries regarding the roof system and detail requirements prebid meetings and in the development of Addenda as required during the bid phase, including evaluations of proposed subcontractor and manufactures qualifications and any review of bid results.
5. **Construction Phase:** "Consultant Team" will be available for the duration of construction activities for site visits and meetings with the owner as required to verify documents and plans are being implemented in accordance with the design intent. Consultant Team will provide submittal and contract review,

manufactures and final inspections, reports on progress, review RFI's, pay applications, review close out documents and provide final acceptance report.

6. **Observation Services:** "Consultant Team's Observer" will be on site during construction activities and will provide full time observation. They will observe the installation of the roofing system, for compliance with plans, and specifications. They will prepare detailed daily progress reports and photos. They will observe safety plans and will interface with the facility representative as required for construction related disturbance, leaks and other related construction issues. They will attend weekly meetings when on site for roof observation, or as requested to be there. They will keep a current deficiencies list, daily production reports, and will notify the "Consultants Team" immediately on any issues and non-conformities.

Cost:

Armstrong Group, Inc. will perform tasks 1, 2, 3, 4, 5 and 6 not to exceed:

1. **Proposal A**
Tasks 1, 2, 3, 4: \$ 146,299.00
2. **Proposal B Task 5&6** \$ 178,300.00
The observation time is based on a production rate of 700sqft per day production. The plan is to have one observer watching multiple crew/projects going on at once. This price is based on one crew and one project at a time.

Note:

1. Plus applicable gross receipts tax as required.
2. All plans will be delivered e-transmitted in a pdf format on the company's title page.
3. All specifications will be in delivered in pdf format.
4. All billing will be made per the Payments for Basic Services shall be made monthly in proportion to services performed and submitted per the pay request form.

Respectfully submitted,

Armstrong Group Inc.

By: David R. Armstrong

David R. Armstrong

Title: President

Phone: 505.235.7596

Email: Davida@agiconsultants.com

Accepted this 9th day of April, 2019

Client Name: Montrose County School District REIT

By: Terry Weir

Title: Board President

Armstrong Group

Montrose 2016 Reroof

APPENDIX A

Terms and Conditions

Indemnification

AGI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by AGI's negligent performance or professional services under this Agreement and that of its subconsultants or anyone for whom AGI is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AGI, its officers, directors, employees and subconsultants (collectively, AGI) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor AGI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Payment

This fee will be due and payable upon completion of the job, or, if the job lasts more than 15 days, a progress billing will be submitted on the 10th and 25th of each month until the job is completed. A finance charge of 1.5% per month (but not less than \$5.00 in any one month for each overdue invoice) shall be charged on each overdue invoice amount. All costs of collection, including reasonable attorney's fees, shall be paid by the Buyer. This proposal may be made a contract on your approval by affixing the date of acceptance and the appropriate signature in the space below within a period of 30 days from the date of this proposal

Armstrong Group

Montrose 2016 Reroof

APPENDIX A



Building Investigation, Design and Consulting

505.235.7596 Fax 505.899.4436
Po Box 92977, Albuquerque, NM 87199
www.agiconsultants.com mail@agiconsultants.com

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

Addendum #1

Date: May 7, 2019

RE: Montrose County School District
2019 Re-Roofs Package

To: Respective Bidders

The following Revisions shall be incorporated into the scope of work for the above referenced project. This addendum forms a part of the Contract Documents and modifies the original specifications and drawings dated 4/19/2019.

General Clarifications

1. *A copy of the Pre-Bid Sign-In Sheet is included in this addendum document.*
2. *A copy of Owner's Asbestos Report was made available to all bidders. **All asbestos abatement is the Contractor's responsibility. The Contractor will be responsible for removal and proper disposal. All asbestos to be handled as required by governing regulatory bodies on State and Federal level.***
3. *The following building scope has been added to the project: Bid Lot #6 - 328 Main Street, Montrose Colorado 81401. Refer to new sheet A-108 contained herein. Roof Detail sheet A-501 thru A-503 apply to work contained on new sheet A-108 as noted.*
4. *The following product substitutions have been approved:*
 - a. *Versico Roofing Systems: VersiFleece PVC Fully Adhered with Rib Profile; PVC-KEE Fleeceback system and PVC-KEE bareback system using induction welding. Product approval does not release product from fully complying with all plans, specifications and design intent.*
 - b. *Sno Gem: PVC deck mount bar system. Product approval does not release product from fully complying with all plans, specifications and design intent.*

Specifications

1. **Discard** the Bid Form provided in the Project Manual and **replace** with the attached updated Bid Form contained in this addendum.
2. Refer to Section 012200 UNIT PRICES, Page 01 2200-2, Part 3.1 SCHEDULE OF UNIT PRICES, **add** the following after Item B:

"C. Unit Price No. 3: Provide pricing to clean and paint all gas lines yellow.

a. Unit of Measurement: Linear Foot."

3. Refer to Section 077100 MANUFACTURED ROOF SPECIALTIES, Page 07710-1, Part 1.01 SECTION INCLUDES, **add** the following after Item D:

**“E. Skylight
F. Snow Retention System”**

4. Refer to Section 077100 MANUFACTURED ROOF SPECIALTIES, Page 07710-2, Part 2 PRODUCTS, **add** the following after Item 2.04:

“2.05. SKYLIGHT

A. Acceptable Manufacturer:

1. VELUX America LLC, Greenwood, SC 29648; www.veluxusa.com; (800) 878-3589, specifications@veluxusa.com.
2. Substitutions: See Section 01 06 00 – Product Requirements

B. Provide dynamic dome, curb mounted fixed skylight utilizing extruded aluminum frame counter-flashing with welded corners, an interior 100% thermally broken gasket for condensation drainage, structural sealant, and accessories, as required to meet installation and performance requirements indicated. Dynamic dome skylights shall be suitable for installation on roof curbs ranging from 0 degrees up to 60 degrees from horizontal.

1. Product: VELUX America LLC, Model CE2 Dynamic Dome Skylight
 - a. Unit Size: Match existing opening
 - b. Dome: Polycarbonate (LuxGuard) – outer dome polycarbonate, 0.118 inches in thickness, color: clear, with UV blocking cap layer. Inner dome polycarbonate, 0.118 inches in thickness, color white.
 - c. Frame: aluminum double wall insulated (CCAM); finish: neutral gray powder coat, 16” curb height
 - d. Fall Protection: Interior Safety screen (CRGA ICD) 0.1875 steel mesh with 6 inch on center grid spacing welded to 18 gauge steel z-bar support frame continuous on each side with welded corners. Primed with white finish. Safety screen shall meet fall protection requirements by supporting a min. static load of 400 pounds per square foot.
 - e. Fire Testing for Roof Assemblies with Fire Classifications: Unit skylight tested in accordance with and listed as passing Class B Burning Brand test as described in ASTM E 108.
 - f. Dome Hail Resistance: Exterior dome tested in accordance with Factory Mutual 4430 to meet severe hail with 2.0 inch ice balls.
 - g. Warranty: 15 years

“2.06. SNOW RETENTION SYSTEM

B. Acceptable Manufacturer:

1. Alpine Snowguards, a division of Vermont Slate & Copper Services Inc., Morrisville, VT 05661; www.alpinesnowguards.com; (888) 766-4273, info@alpinesnowguards.com.
2. Sno Gem, McHenry, IL 60050; www.snogem.com; (888) 766-4367; info@snogem.com

3. Substitutions: See Section 01 06 00 – Product Requirements
- C. Provide snow guard system consisting of deck mounted snow guard bracket and base plate with continuous bar snow retention system.
 1. Product: Alpine PP115 Snow Guard, 1" two pipe snow guard
 - a. Attachment: Directly to deck
 - b. Bracket: aluminum or stainless steel, deck mount bracket/base plate for membrane systems
 - c. Base Plate: stainless steel
 - d. Tubing: 1" dia aluminum round tubing
 - e. Finish: PVC or powder coated, to match roof membrane color
 2. Design Requirements: Spacing to be recommended by manufacturer. Installer to be experienced in the installation of specified roofing material and snow guards for not less than 5 years in the area of the project. Provide brackets/base plates, fasteners and all other component parts that make up the snow retention system. Install minimum of 7 fasteners per base plate.

Drawings

1. Refer to Sheet A-101, **revise** Demo/Exist Keynote 'C' and Keynote '13' as follows:

"C. REMOVE EXISTING SKYLIGHT. PROTECT FROM DAMAGE AND RETURN UNIT TO OWNER INTACT.

13. INSTALL NEW SKYLIGHT TO MATCH EXISTING OPENING DIMENSIONS. INSTALL NEW CURB AND FLASHING PER DETAIL C2/A-502. AT OPENING INTERIOR, EXTEND GYPSUM BOARD FINISH TO ACCOMMODATE NEW CURB HEIGHT AND PAINT TO MATCH ADJACENT FINISH."

2. Refer to Sheet A-101, Sheet Keynotes, **revise** Keynote '7' as follows:

"7. EXISTING GAS PIPING TO BE RAISED AS REQUIRED TO PROVIDE MIN. 2" CLEARANCE AT PARAPET. INSTALL NEW PIPE/CONDUIT SUPPORTS PER DETAIL B3/A-502. CLEAN & PAINT ALL GAS LINES YELLOW."

3. Refer to Sheet A-101, Sheet Keynotes, **revise** Keynote '10' as follows:

"10. INSTALL NEW MEMBRANE COATED SCUPPERS. SEE DETAIL C3/A-502. AT BRICK FAÇADE: REMOVE OLD SEALANT AND INSTALL NEW SEALANT AND BACKER ROD (COLOR TO MATCH BRICK). AT METAL FASCIA PANELS: EXTEND SCUPPER OUT BEYOND FACE OF FASCIA PANEL AND INSTALL NEW SEALANT (COLOR TO MATCH PANEL)."

4. Refer to Sheet A-101, Sheet Keynotes, **add** the following after Keynote '14':

"15. INSTALL NEW PRIMARY ROOF DRAIN TO REPLACE EXISTING HIGH DOME DRAINS. SEE DETAIL A1/A-501."

Refer to sketch SK-1 for drain locations.

5. Refer to Sheet A-103, **revise** drawing title 1/A-103 to read as follows: **BID LOT #3 OLATHE MIDDLE SCHOOL ROOF PLAN – AREAS A, B, C, D.**

6. Refer to Sheet A-103: **revise** Demo/Exist. Keynote D as follows:

“D. PLYWOOD SLOPED SHOULDER EDGE SUB-FRAMING TO REMAIN. ADHERE NEW PVC MEMBRANE TO SHOULDER EDGE.”

7. Refer to Sheet A-103: **refer** to Keynote ‘11’, **add** the following after the last sentence::

“CLEAN & PAINT ALL GAS LINES YELLOW.”

8. Refer to Sheet A-103, Sheet Keynotes, **add** the following after Keynote ‘19’:

“20. INSTALL NEW PRIMARY ROOF DRAIN TO REPLACE EXISTING HIGH DOME DRAINS. SEE DETAIL A1/A-501.”

Refer to sketch SK-5 for drain locations.

9. Refer to Sheet A-104, **revise** drawing title 1/A-104 to read as follows: **BID LOT #3 OLATHE MIDDLE SCHOOL ROOF PLAN – AREAS E.**

10. Refer to Sheet A-104: **revise** Demo/Exist. Keynote D as follows:

“D. PLYWOOD SLOPED SHOULDER EDGE TO REMAIN. ADHERE NEW PVC MEMBRANE TO SHOULDER EDGE.”

11. Refer to Sheet A-104: **refer** to Keynote ‘11’, **add** the following after the last sentence::

“CLEAN & PAINT ALL GAS LINES YELLOW.”

12. Refer to Sheet A-105: **add** the following after the last sentence of Keynotes ‘1’ & ‘1A’:

“MEMBRANE COLOR: LEAD GREY – TO MATCH ADJACENT EXISTING ROOF COLOR.”

13. Refer to Sheet A-105: refer to Sheet Keynotes, **revise** Keynote ‘3’ as follows :

“3. VENT PIPE / ELECTRICAL / GAS PIPE PENETRATIONS THROUGH ROOF TO BE LEFT IN PLACE UNLESS PENETRATION OCCURS AT RIB LOCATION. ALL PENETRATIONS MUST BE MOVED TO MIDDLE OF PANEL AND AWAY FROM RIB LOCATION. INSTALL NEW MEMBRANE ROOF FLASHING AS REQUIRED TO TERMINATE NEW ROOFING. SEE DETAILS C1, C2, C3/A-501.”

14. Refer to Sheet A-105: refer to Sheet Keynotes, **add** the following after Keynote ‘11’ :

“12. INSTALL NEW DECK MOUNT BRACKET/BASE PLATE 1" DIA. TWO PIPE CONTINUOUS BAR SNOW RETENTION SYSTEM.”

Refer to sketch SK-2 for snow retention system locations.

15. Refer to Sheet A-106, **revise** drawing title 1/A-106 to read as follows: **BID LOT #5 CENTENNIAL MIDDLE SCHOOL ROOF PLAN – GYM, NORTH CLASSROOM WING.**

16. Refer to Sheet A-106: **revise** Demo/Exist. Keynote J as follows:

“J. EXISTING PLYWOOD SHOULDER & EDGE SUB-FRAMING TO REMAIN. ADHERE NEW PVC MEMBRANE TO SHOULDER EDGE.”

17. Refer to Sheet A-106: **refer** to Keynote ‘7’, **add** the following after the last sentence::

“CLEAN & PAINT ALL GAS LINES YELLOW.”

18. Refer to Sheet A-106, Sheet Keynotes, **add** the following after Keynote ‘15’:

“16. INSTALL NEW PRIMARY ROOF DRAIN TO REPLACE EXISTING HIGH DOME DRAINS. SEE DETAIL A1/A-501.”

Refer to sketch SK-3 For locations.

19. Refer to Sheet A-107, **revise** drawing title 1/A-107 to read as follows: **BID LOT #5 CENTENNIAL MIDDLE SCHOOL ROOF PLAN – SOUTH CLASSROOM WING** and **revise** drawing title 2/A-107 to read as follows: **BID LOT #5 CENTENNIAL MIDDLE SCHOOL ROOF PLAN – WOOD SHOP.**

20. Refer to Sheet A-107: **revise** Demo/Exist. Keynote J as follows:

“J. EXISTING PLYWOOD SHOULDER & EDGE SUB-FRAMING TO REMAIN. ADHERE NEW PVC MEMBRANE TO SHOULDER EDGE.”

21. Refer to Sheet A-107: **refer** to Keynote ‘7’, **add** the following after the last sentence::

“CLEAN & PAINT ALL GAS LINES YELLOW.”

22. Refer to Sheet A-107: **refer** to Sheet Keynote ‘14’, **add** the following after the last sentence:

“AT WOOD SHOP ROOF, ADD ONE RUNG EXTENSION TO ACCESS LADDER DUE TO RAISING OF CURB.”

23. Refer to Sheet A-107, Sheet Keynotes, **add** the following after Keynote ‘16’:

“17. INSTALL NEW PRIMARY ROOF DRAIN TO REPLACE EXISTING HIGH DOME DRAINS. SEE DETAIL A1/A-501.”

Refer to sketch SK-4 For locations.

End of Addendum #1

**Attachments: Pre-Bid Sign-In Sheet, Updated Bid Form
SK-1, SK-2, SK-3, SK-4, SK-5, New Sheet A-108**

CONTRACTOR SIGN IN

NAME	COMPANY	EMAIL	PHONE #
LEE ROE	DKG & Assoc.	LROE@DKGROOF.COM	303-876-4660
ANDREW BIZZELL	ROOFMASTERS ROOFING	ABIZZELL@ROOFMASTERSROOFING.NET	785-656-2408
Homero Caudillo	SKYLINE ROOFING INC.	skylineroofinghc@hotmail.com	
Roger Melvin	Sika	Melvin.roger@us.sika.com	(435) 229-0123
Daniel Lampshire	All Star Quality Roofing & Sheet Metal	asqr96@gmail.com	(770) 210-8112
Howard Hurs	Hurst Roofing	hurstroofingc10@gmail.com	970-250-8384
Tim Hicks	Exterior Solutions Group	thicks@exteriorsolutionsgroup.com	706-604-7849
TED GREEN	ARMSTRONG GROUP	tedg@agiconsultants.com	505-980-9715
Brian McNay	Douglass Colony Group	bmcnay@douglasscolony.com	719-499-6343
Duane Daley	JR & Co	Duane.Daley@JRVSA.COM	816-863-0357
John Tripp	BLUSKY Restoration	jtripp@goblusky.com	303-501-2229

BID FORM

Project: Montrose County School District 2019 Re-Roof Package

RFB No.: N/A

Project No.: N/A

This bid is submitted to: Philip Bailey
Montrose County School District
philip.bailey@mcsd.org

David Armstrong
Armstrong Group Inc.
davida@agiconsultants.com

Sharleen Walker
Montrose County School District
sharleen.walker@mcsd.org

Ann Bowden
Armstrong Group Inc.
annb@agiconsultants.com

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the Bidding Documents. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of the Owner's Notice of Intent to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
 - B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the Architect/Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Architect/Engineer is acceptable to the Bidder.
 - F. 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; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.

4. The Bidder will complete the Work for the following price(s):

[] **A. LUMP SUM BID**

Do not include Colorado Gross Receipts Tax in the amounts for the Base Bids or Alternates. However, Montrose County School District will pay any and all applicable gross receipts tax on the approved amounts for these items at the rate determined by project location.

Basis of Award: The Owner reserves the right to award to (6) Bidders based on the lowest responsive, responsible bid for each Bid Lot or to as few as one (1) Bidder depending on which is most advantageous to the Owner and the firm or firms being able to meet the requirements set forth in the Bidding Documents.

Bid Lot #1 – Montrose High School:

(Written Out)

(Use Figures)

____ (\$ _____)
Excluding Colorado Gross Receipts Tax

Bid Lot #2 – Olathe Elementary School

(Written Out)

(Use Figures)

____ (\$ _____)
Excluding Colorado Gross Receipts Tax

Bid Lot #3 – Olathe Middle School: Areas A, B, C, D, E

(Written Out)

(Use Figures)

____ (\$ _____)
Excluding Colorado Gross Receipts Tax

Bid Lot #4 – Cottonwood Elementary School

(Written Out)

(Use Figures)

____ (\$ _____)
Excluding Colorado Gross Receipts Tax

Bid Lot #5 – Centennial Middle School: Gym, Classroom Wing, Wood Shop

(Written Out)

(Use Figures)

____ (\$ _____)
Excluding Colorado Gross Receipts Tax

Bid Lot #6 – 328 Main Street: Area A & B

(Written Out)

(Use Figures)

____ (\$ _____)
Excluding Colorado Gross Receipts Tax

ALTERNATES

Bid Lot #4: Alternate #1 Installation of new fully adhered new 72 MIL PVC roofing system with decorative ribs on outward facing visible street side of roof only and non-rib membrane on remainder and insulation infill over existing standing seam metal roofing. (as indicated on sheet A-105, Note 1A).

____ (\$ _____)
(Written Out) (Use Figures)

Alternate ADD/DEDUCT No. 1 Provide pricing for complete installation of new 14" Velux skylight unit and curb framing at existing opening (as indicated on sheet A-105, Note 10).

____ (\$ _____)
(Written Out) (Use Figures)

Bid Lot #6: Alternate #1 Provide miscellaneous repairs of existing roofing surface, clean and prep for installation of new silicone coating system (as indicated on sheet A-108, Note 1A).

_____ (\$ _____)
(Written Out) (Use Figures)

(All specific cash allowances are included in the price(s) set forth above.)

Unit Prices: For changing quantities of work items from those indicated by the contract documents, upon written instructions from the Architect/Engineer and approval by the Owner, the following unit prices shall prevail:

Unit Price No. 1: ¾" Fire Treated Exterior Plywood \$ _____/SqFt

Unit Price No. 2: Replacement of existing roof drain with new Roof Drain Assembly \$ _____/each assembly

Unit Price No. 3: Provide pricing to clean and paint all gas lines yellow. \$ _____/LF

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

- A. Letter from Insurer that contractor can provide the required Performance Bond
- B. Pre-Qualification Statement

6. If the Bidder is:

[] A. An INDIVIDUAL:

By: _____
doing business as _____
Business address: _____
Telephone: (_____) _____

[] B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner Signature)
Business Address: _____
Telephone: (_____) _____ (seal)

[] C. A CORPORATION:

By: _____
(Corporation Name) _____
(State of Incorporation)
By: _____
(Signature of person authorized to sign)

(Title)
If a Colorado Corporation: _____
Colorado Certificate of Incorporation No.: _____

If a Foreign Corporation: _____
Colorado Certificate of Authority No.: _____
Attest: _____
(Secretary)
Business address: _____
Telephone: () _____ (seal)

[] D.

A JOINT VENTURE:

By : (Name) _____
Business address: _____
By : (Name) _____
Business address: _____
Telephone: () _____

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 in the appropriate category.

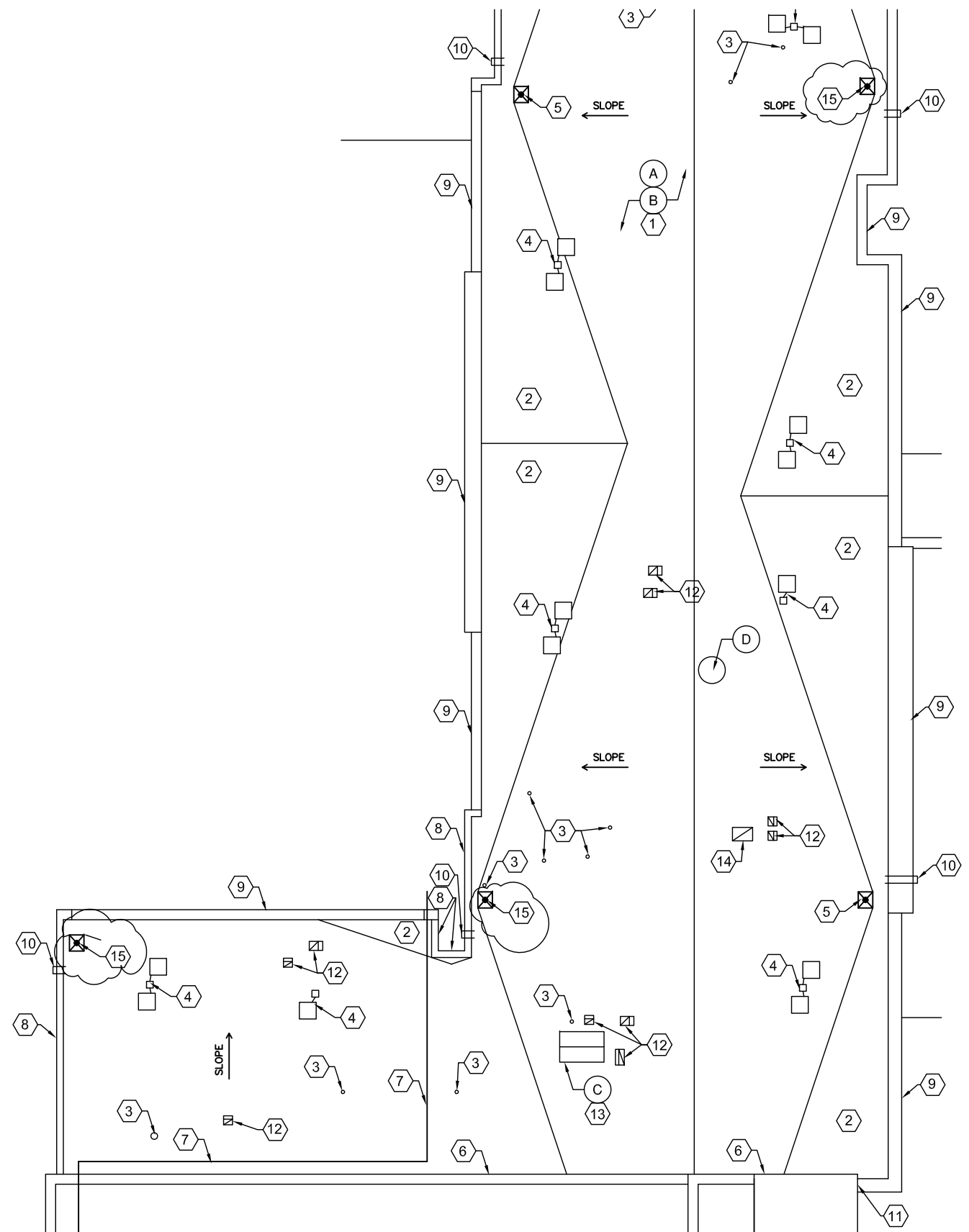
Bidder must fill in the following:

Colorado Contractor's License No: _____
Classification(s): _____
Contractor Preference Certification No. (see 5.2 page 10): _____
Federal Tax ID No: _____
Gross Receipts Tax No: _____



NEW SHEET KEYNOTES

15. INSTALL NEW PRIMARY ROOF DRAIN TO REPLACE EXISTING HIGH DOME DRAINS. SEE DETAILS A1/A-501.



MONTROSE COUNTY SCHOOL DISTRICT
2019 RE-ROOFS PACKAGE
930 Colorado Avenue
Montrose, Colorado 81402

DATE:
5/7/2019

SCALE:
AS NOTED

DRAWN BY:
AMB



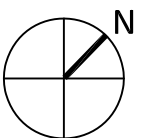
Building Investigation, Design & Consulting
P.O. Box 92977, Albuquerque, NM 87199
www.agiconsultants.com mail@agiconsultants.com
NM Office 505.899.0089 Office 505.235.7596

SK-1

1
SK-1

BID LOT #1
MONTROSE HIGH SCHOOL
PARTIAL ROOF PLAN
SCALE: N.T.S.

REF: 1/A-101

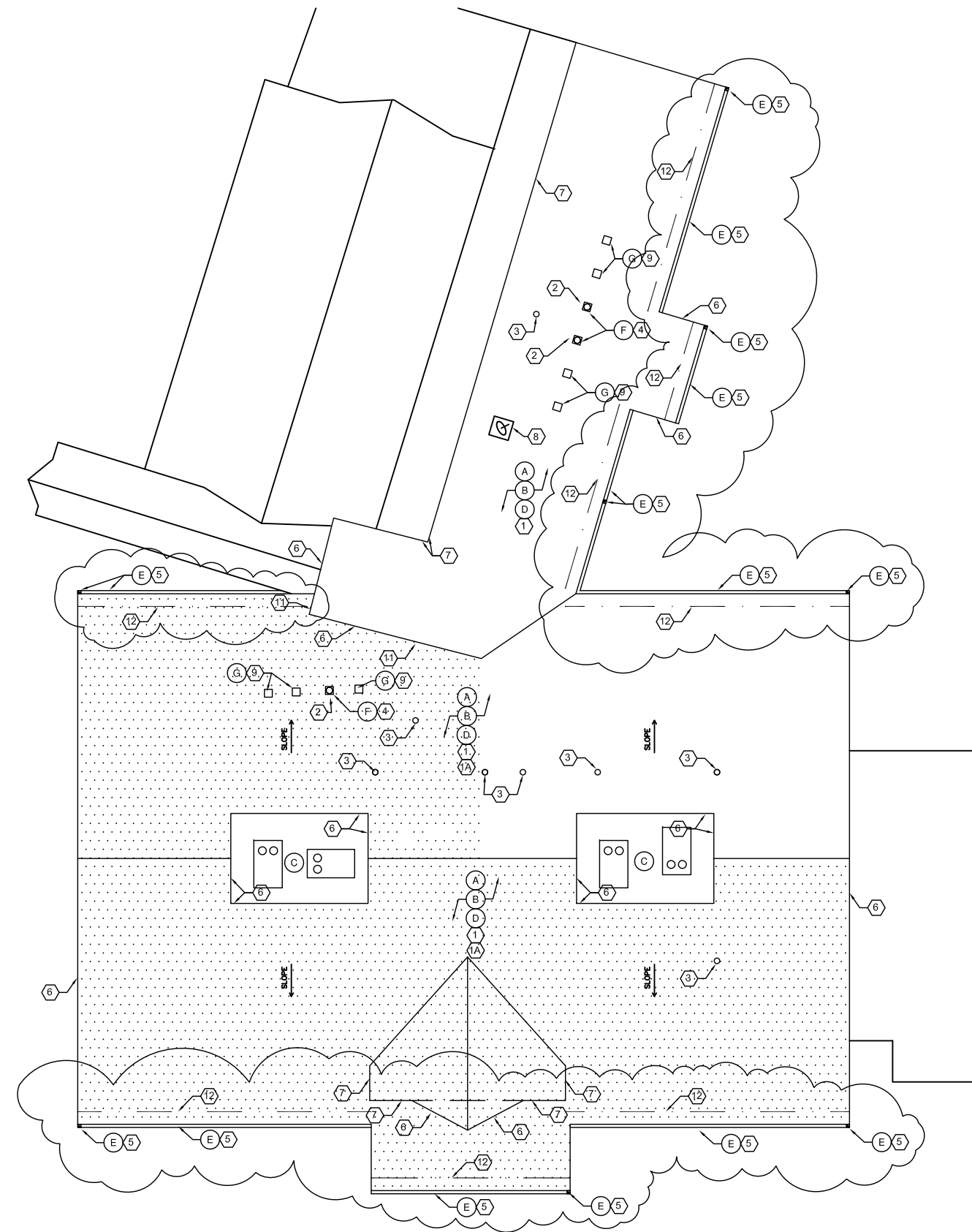


APPENDIX B



NEW SHEET KEYNOTES

12. INSTALL NEW DECK MOUNT BRACKET/BASE PLATE 1" DIA. TWO PIPE CONTINUOUS BAR SNOW RETENTION SYSTEM.



MONTROSE COUNTY SCHOOL DISTRICT
2019 RE-ROOFS PACKAGE
930 Colorado Avenue
Montrose, Colorado 81402

DATE:
5/7/2019

SCALE:
AS NOTED

DRAWN BY:
AMB



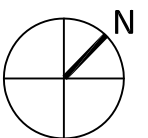
Building Investigation, Design & Consulting
P.O. Box 92977, Albuquerque, NM 87199
www.agiconsultants.com mail@agiconsultants.com
NM Office 505.899.0089 Office 505.235.7596

SK-2

1
SK-2

BID LOT #4
COTTONWOOD ELEMENTARY SCHOOL
ROOF PLAN
SCALE: N.T.S.

REF: 1/A-105

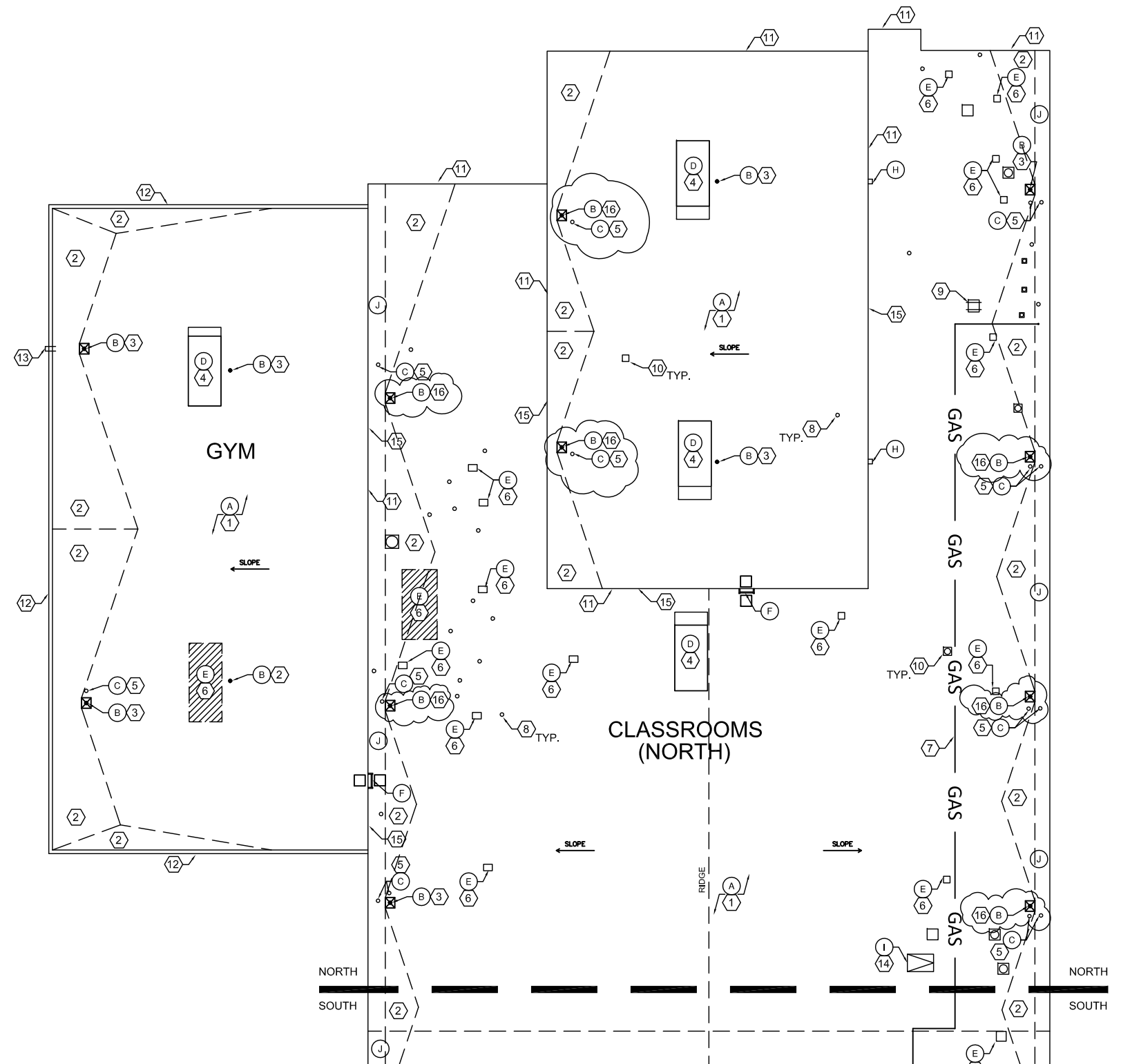


APPENDIX B



NEW SHEET KEYNOTES

16. INSTALL NEW PRIMARY ROOF DRAIN TO REPLACE EXISTING HIGH DOME DRAINS. SEE DETAILS A1/A-501.



MONTROSE COUNTY SCHOOL DISTRICT
2019 RE-ROOFS PACKAGE
930 Colorado Avenue
Montrose, Colorado 81402

DATE:
5/7/2019

SCALE:
AS NOTED

DRAWN BY:
AMB

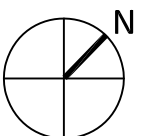


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www.agiconsultants.com email: agiconsultants.com
NM Office 505.899.0089 Office 505.235.7596

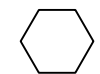
SK-3

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SK-3

BID LOT #5
CENTENNIAL MIDDLE SCHOOL
ROOF PLAN - GYM NORTH CLASSROOM
SCALE: N.T.S.
REF: 1/A-106

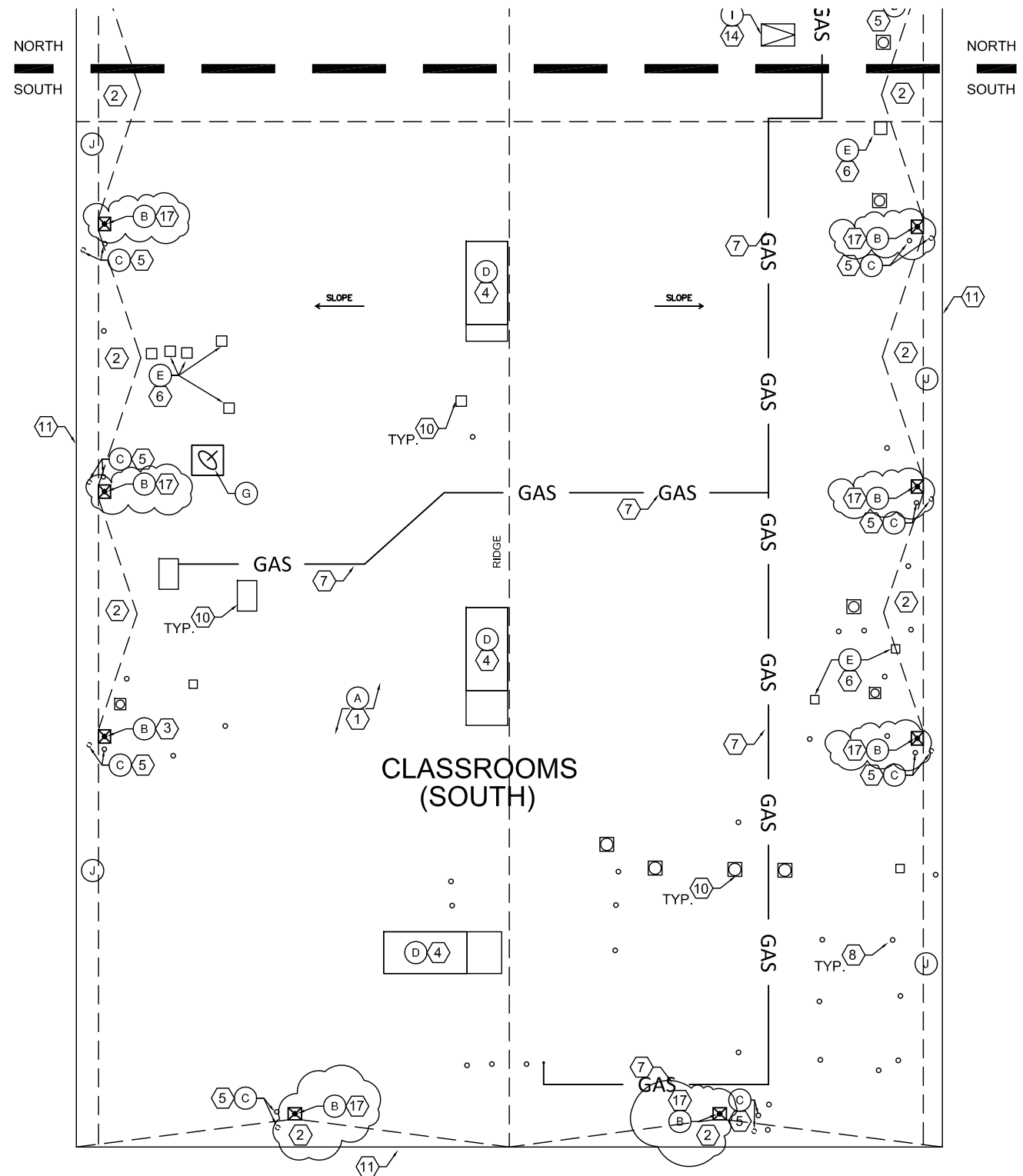


APPENDIX B



NEW SHEET KEYNOTES

17. INSTALL NEW PRIMARY ROOF DRAIN TO REPLACE EXISTING HIGH DOME DRAINS. SEE DETAILS A1/A-501.



MONTROSE COUNTY SCHOOL DISTRICT
2019 RE-ROOFS PACKAGE
930 Colorado Avenue
Montrose, Colorado 81402

DATE:
5/7/2019

SCALE:
AS NOTED

DRAWN BY:
AMB



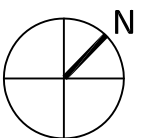
Building Investigation, Design & Consulting
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NM Office 505.899.0089 Office 505.235.7596

SK-4

1
SK-4

BID LOT #5
CENTENNIAL MIDDLE SCHOOL
ROOF PLAN - SOUTH CLASSROOM
SCALE: N.T.S.

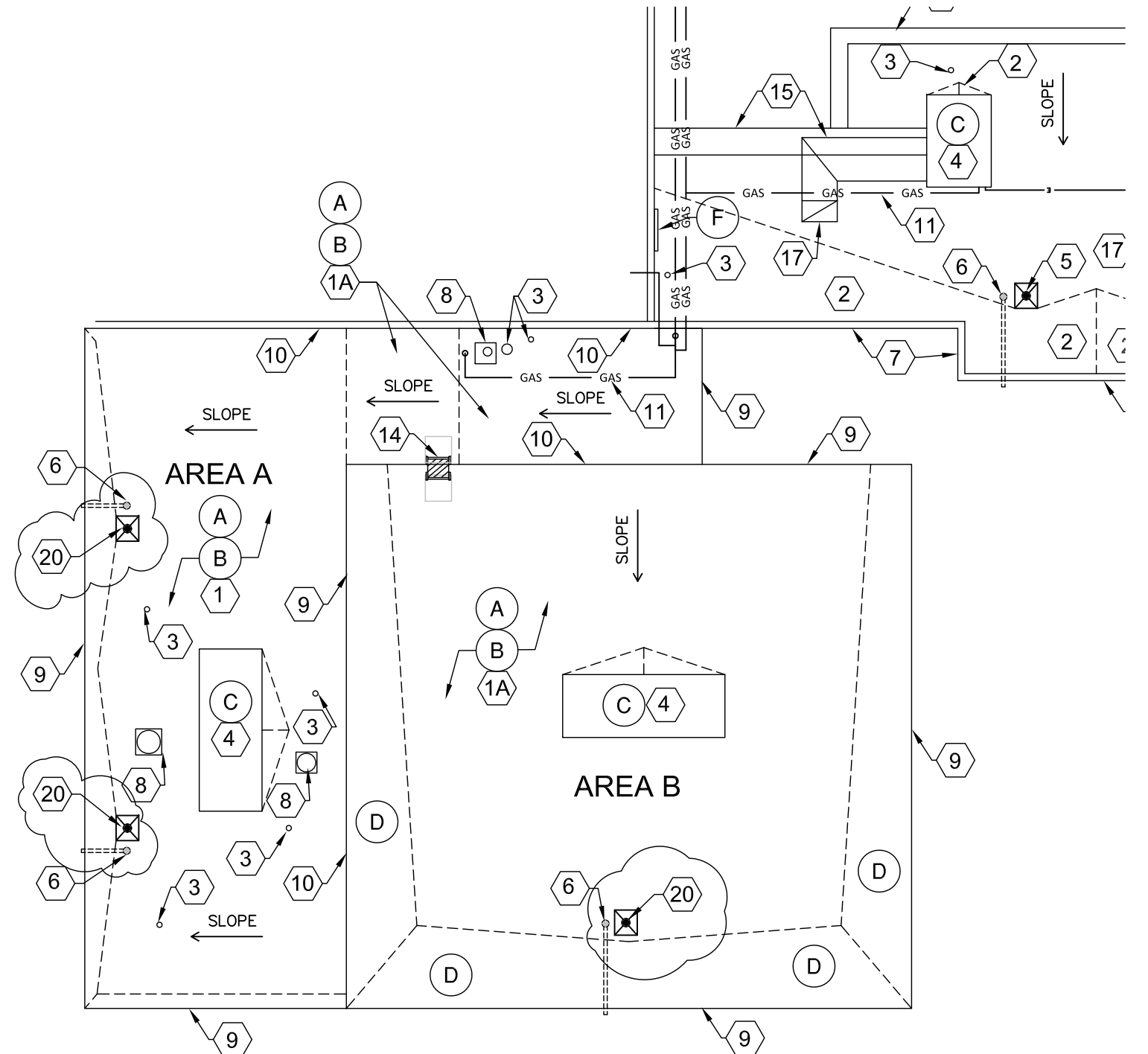
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APPENDIX B

NEW SHEET KEYNOTES

20. INSTALL NEW PRIMARY ROOF DRAIN TO REPLACE EXISTING HIGH DOME DRAINS. SEE DETAILS A1/A-501.



MONTROSE COUNTY SCHOOL DISTRICT
2019 RE-ROOFS PACKAGE
930 Colorado Avenue
Montrose, Colorado 81402

DATE:
5/7/2019

SCALE:
AS NOTED

DRAWN BY:
AMB



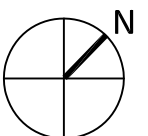
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SK-5

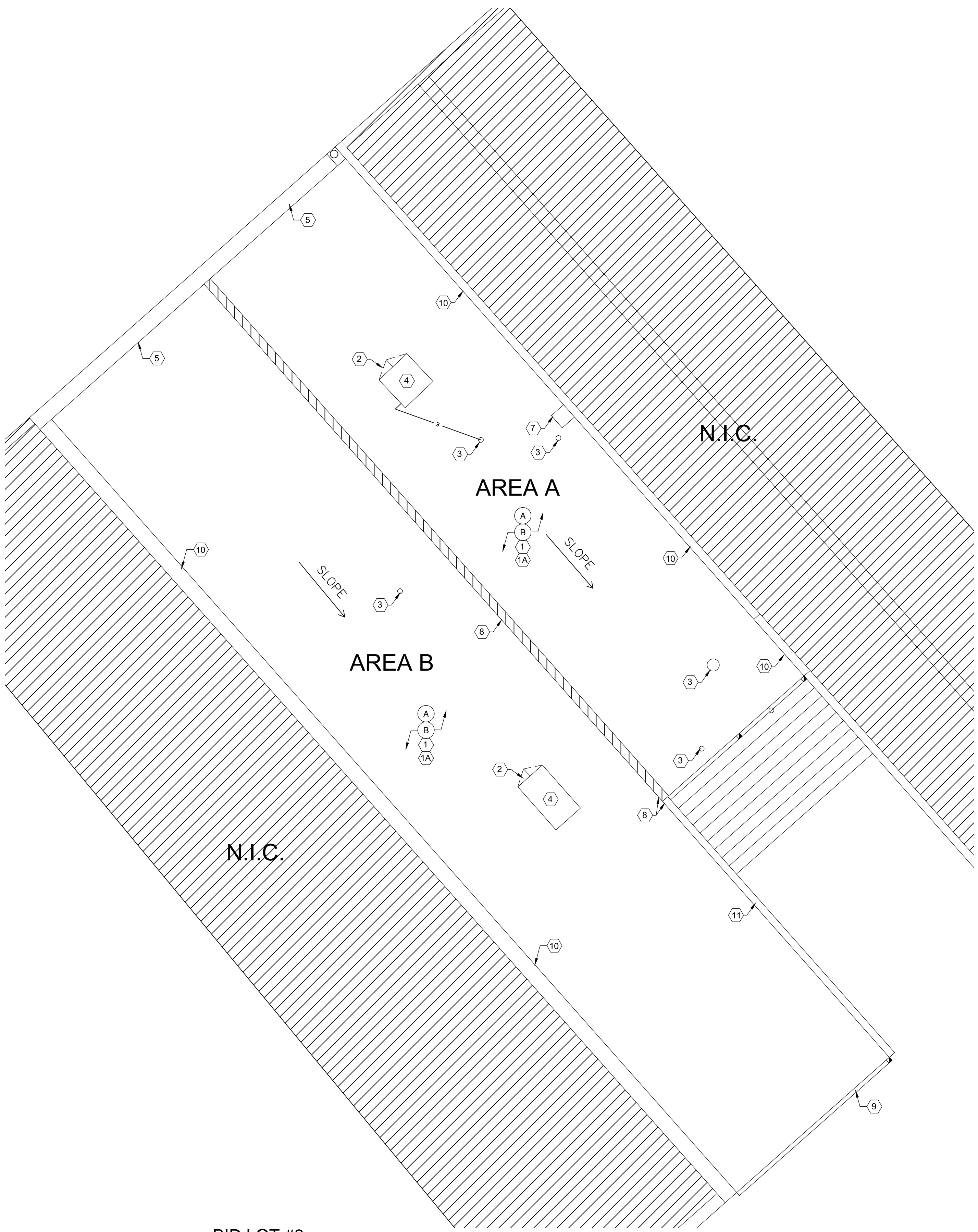
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SK-5

BID LOT #3
OLATHE MIDDLE SCHOOL
PARTIAL ROOF PLAN - AREA A, B
SCALE: N.T.S.

REF: 1/A-103



APPENDIX B



BID LOT #6
ROOF PLAN - 328 MAIN STREET
SCALE: 1/8" = 1'-0"

CODE DATA

PROJECT ADDRESS: 328 MAIN STREET, MONTROSE, COLORADO 81401.
CLASSIFICATION OF WORK: REPAIR - EXISTING FACILITY
OCCUPANT TYPE: GROUP E
AREA TABULATIONS: AREA A - 2,064 SF; AREA B - 3,433 SF = 5,497 SF
NEW ROOF CLASS: CLASS A

THE PROJECT CONSISTS OF REMOVAL AND REPLACEMENT OF ROOFING SYSTEM.

THESE RENOVATIONS DO NOT CHANGE THE OCCUPANCY GROUP OR CONSTRUCTION TYPE WITHIN THE EXISTING BUILDING, NOR DO THEY CHANGE THE CONDITIONED OR OCCUPIED SPACES

DEMO/EXIST. KEYNOTES

THE FOLLOWING CORE INFORMATION IS APPROXIMATE. CONTRACTOR'S FIELD VERIFICATION IS REQUIRED. SEE GENERAL NOTES FOR FURTHER INFORMATION.

- A. BASE BID WORK: EXISTING ROOFING TO BE REMOVED DOWN TO THE DECK:
- GLASS SMOOTH CAP SHEET
 - WOOD DECK

ALTERNATE #1 WORK: EXISTING ROOFING TO REMAIN. CLEAN AND PREP FOR NEW COATING SYSTEM.

B. REMOVE METAL FLASHING AND COPINGS.

C. EXISTING GUTTER AND METAL ROOFING TO REMAIN.

SHEET KEYNOTES

- NEW ROOF SYSTEM: INSTALL 72 MIL PVC BASEFLASHING AND FIELD MEMBRANE. FULLY WELD MEMBRANE TO RHINO PLATES. THAT HAVE BEEN FASTENED THROUGH ONE LAYER OF 1/2" COVERBOARD, TO BE FASTENED THROUGH THE DECK WITH MANUFACTURER-APPROVED FASTENERS AND RHINO PLATES.

- 1A. ALTERNATE #1: EXISTING ROOF AREA REQUIRES MISCELLANEOUS REPAIRS. THE FOLLOWING LIST OF REPAIR ITEMS IS FOR REFERENCE ONLY. THE CONTRACTOR MUST PERFORM INDEPENDENT SURVEY OF ROOF AREA FOR THESE REPAIR ITEMS AND ANY ADDITIONAL ITEMS THAT NEED REPAIR. THESE REPAIRS AND ANY ADDITIONAL REPAIRS THAT CAN BE VISUALLY SEEN, MUST BE INCLUDED IN THE BID. ALL MATERIALS USED IN REPAIRS MUST BE DONE IN KIND.

- GENERAL ITEMS IN ALL AREAS:
- COUNTER FLASHINGS: CHECK AND CAULK ALL HOLES; REPLACE OR REINSTALL LOOSE OR MISSING COUNTER FLASHING AS NEEDED.
 - BASE FLASHINGS: ENSURE THAT ALL BASE FLASHINGS AND SEAMS ARE TIGHT AND SECURE. REPLACE THOSE FLASHINGS THAT ARE DAMAGED OR THAT CAN'T BE SECURELY REATTACHED. ALL TERM BARS NEED TO HAVE FASTENERS IN EVERY HOLE. ANY OLD, DAMAGED OR DELAMINATED CAULKING SHOULD BE REPLACED AT TOP OF TERM BAR.
 - PIPE PENETRATIONS: BASE AND TOPS OF PENETRATIONS NEED TO BE CHECKED AND REPAIRED WHERE SEAL IS BROKEN AND ADD PIPE STRAPS AS REQUIRED.
 - FIELD MEMBRANE: CHECK ALL SEAMS FOR VOIDS. PATCH ALL HOLES. PATCH ALL CRAZED AREAS AND CLEAN AS REQUIRED FOR NEW COATING.

ONCE REPAIRS HAVE BEEN COMPLETED, POWERWASH ALL EXISTING ROOF AREAS: PREP SURFACE, REMOVE ANY LOOSE EXISTING COATING AND DEFECTS PRIOR TO INSTALLATION OF THE COATING. INSTALL NEW SILICONE ROOF COATING SYSTEM. BASIS OF DESIGN: EVEREST SYSTEMS CO., ENDURIS 3400; ACCEPTABLE MANUFACTURERS: GACOFLEX SILICONE ROOF COATING SYSTEM S20 OR OTHER PRE-APPROVED EQUAL WILL BE ACCEPTABLE. SPECIFICATIONS FOR COATING: MINIMUM 35 DRY MIL THICKNESS AND INSTALLED PER MANUFACTURER'S INSTALLATION REQUIREMENTS.

- ALL NEW IDENTIFIED CRICKETS IN AREAS INDICATED ON DRAWINGS. MUST PROVIDE POSITIVE SLOPE AND DRAINAGE, WATER TESTED TO INSURE POSITIVE DRAINAGE. CRICKETS NEED TO BE MINIMUM 1/4" GREATER THEN THE SLOPE OF THE ROOF. (I.E. 1/4" SLOPE = 1/4" CRICKET) WITH 3 TO 1 RATIO TO CREATE POSITIVE SLOPE. CRICKETS ARE SHOWN FOR INTENT AND ARE NOT TO SCALE. CONTRACTOR IS RESPONSIBLE FOR POSITIVE DRAINAGE.

- VENT PIPE / ELECTRICAL / GAS PIPE PENETRATIONS THROUGH ROOF TO BE LEFT IN PLACE. INSTALL NEW MEMBRANE ROOF FLASHING AS REQUIRED TO TERMINATE NEW ROOFING. SEE DETAILS C2, C3/A-501.

- EXISTING HVAC MECHANICAL EQUIPMENT TO REMAIN. INSTALL NEW CURB FLASHING. SEE DETAILS B3, B4, C4/A-501 & B4/A-502.

- WRAP MEMBRANE UP AND OVER PARAPET FACADE WALL. INSTALL NEW METAL EDGE. COLOR TO MATCH FACADE FINISH. SEE DETAIL B2, B3/A-501 & A2/A-503. ALL UNACCEPTABLE SURFACES SHOULD BE COVERED IN 3/4" CDX PLYWOOD.

- NEW METAL EDGE PER DETAIL B2, B3/A-501 & A2/A-503.

- INSTALL NEW COUNTERFLASHING ON EXISTING BRICK CHIMNEY. SEE DETAIL. A1, B1/A-502. ALL UNACCEPTABLE SURFACES SHOULD BE COVERED IN 3/4" CDX PLYWOOD.

- INSTALL NEW PARAPET DIVIDER WALL TO PROVIDE SEPARATION OF ADJOINING PROPERTY. WALL CONSTRUCTION: 2X6 WOOD STUDS @ 16" O.C. W/ 3/4" PLYWOOD SHEATHING EACH SIDE. HEIGHT TO MATCH HEIGHT OF EXISTING ADJACENT PARAPET WALL.

- INSTALL NEW EDGE GUTTER AND DOWNSPOUT. NEW GUTTER AND DOWNSPOUT INSTALLATION SHALL CONFORM TO SMACNA REQUIREMENTS. SEE DETAIL A3, A4/A-501.

- WRAP MEMBRANE UP WALL TO EDGE OF ADJACENT COATING EDGE. PROVIDE HIDDEN TERMBAR TERMINATION. ALL UNACCEPTABLE SURFACES SHOULD BE COVERED IN 3/4" CDX PLYWOOD.

- WRAP EXTERIOR WALL AND INSTALL NEW NAILER AND FAUX COPING. SEE DETAIL B1/A-501 & A2/A-503. ALL UNACCEPTABLE SURFACE SHOULD BE COVERED IN 3/4" CDX PLYWOOD.

GENERAL SHEET NOTES

- THE CONTRACTOR SHALL NOT REMOVE ANY EXISTING ROOFING SYSTEM, DAMAGED DECKING, OR INSTALL NEW ROOFING SYSTEM WHEN WEATHER CONDITIONS THREATEN THE INTEGRITY OF THE BUILDING CONTENTS OR OCCUPANTS. THE CONTRACTOR SHALL COMPLETE EACH DAY'S ROOFING CYCLE AND PROVIDE A WELDED OR FOAMED TEMPORARY SEAL AT JUNCTION OF NEW ROOF AND EXISTING ROOF. THE CONTRACTOR SHALL MAINTAIN A WATERPROOF COMPLETED AREA WITH EACH ROOFING CYCLE. NO TOLERANCES WILL BE GIVEN.
- ALL LOCATIONS OF ITEMS SHOWN ON ROOF PLANS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO BID. NO ALLOWANCES WILL BE MADE FOR ADDITIONAL AMOUNTS OF ROOFING MATERIAL, FLASHING, LABOR, ETC. NOT VERIFIED AND NOTIFIED BY THE CONTRACTOR TO THE OWNER REPRESENTATIVE PRIOR TO BID.
- PERFORM ALL DISCONNECTS, EXTENSIONS AND RECONNECTIONS AS REQUIRED FOR ITEMS BEING RAISED AND REMOUNTED FOR RE-ROOFING WORK. AND MUST BE PART OF CONTRACTORS SUBMITTED WORK SCHEDULE AND MUST BE SCHEDULED PRIOR TO ANY DISCONNECT OR RECONNECT. RETURN ALL ITEMS TO OPERATIONAL CONDITION PRIOR TO END OF DAY'S WORK. NOTIFY THE ARCHITECT OF ANY DEFECTIVE ITEMS DISCOVERED DURING WORK.
- PIPES 1-1/2" AND SMALLER SHALL BE SUPPORTED AT 8'-0" O.C. MAXIMUM AND PIPES 2" AND LARGER SHALL BE SUPPORTED AT 10'-0" O.C. MAXIMUM.
- THIS IS A POPULATED BUILDING SPECIAL CONSIDERATION, SCHEDULING, NOISE LEVELS AND STAGING WILL BE REQUIRED DURING ROOFING.
- THE CONTRACTORS SHALL HAVE THE OPPORTUNITY TO ACQUAINT THEMSELVES WITH ALL EXISTING CONDITIONS AT THE PREBID AND BY APPOINTMENT IF SECONDARY INSPECTION IS NEEDED. NO ALLOWANCES SHALL BE MADE FOR CONDITIONS THAT ARE CLEARLY VISIBLE OR DETECTABLE WITH SOME RESEARCH EFFORT.
- THE LOADING AREA AVAILABLE AT GROUND LEVEL IS A FIRE, EMERGENCY AND SECURITY ACCESS AREA, A STRICT SCHEDULE FOR STAGING OF DELIVERIES AND CRANING OF MATERIAL MUST BE SUBMITTED BY THE CONTRACTOR TO THE OWNER REPRESENTATIVE, SO THAT THE OWNER MAY COORDINATE ALL NECESSARY PERMITS. ALL MATERIALS WILL HAVE TO BE STORED ON THE ROOF AREAS AND IN STAGING AREA, AS WELL AS SANITARY FACILITIES.
- NO EMPLOYEES WILL BE ALLOWED IN THE BUILDING. ESCORTED SECURITY WILL NEED TO BE SCHEDULED FOR THE FOLLOWING: ACCESS TO THE ROOF AND ACCESS TO AREAS WITHIN THE BUILDING NECESSARY TO COMPLETE THE SCOPE OF WORK.
- BEFORE ANY UTILITY CUT OFFS OR DEMOLITION IS TO OCCUR, A SCHEDULE MUST BE SUBMITTED TO THE ARCHITECT. A MINIMUM OF ONE WEEK'S ADVANCE NOTICE OF WORK IS REQUIRED. WORK SCHEDULES WILL BE REQUIRED TO BE SUBMITTED TO THE OWNER REPRESENTATIVE TWICE WEEKLY, ANTICIPATING THE NEXT WEEK'S WORK.
- THE CONTRACTOR SHALL PROVIDE LICENSED PLUMBING, MECHANICAL AND ELECTRICAL CONTRACTORS TO REMOVE AND REINSTALL ALL EXISTING EQUIPMENT ON THE ROOF. ALL EQUIPMENT SHALL BE FULLY OPERATIONAL WHEN REINSTALLED. CONTRACTOR'S WORK SHALL MEET CURRENT APPLICABLE BUILDING CODES.
- THE ROOFING CONTRACTOR SHALL PROVIDE FASTENERS AS REQUIRED FOR CORROSIVE AGENTS ADDED TO TREATED WOOD NAILERS (IF PRESERVED WOODS ARE USED) AND AS RECOMMENDED BY THE ROOFING MANUFACTURER AND AS REQUIRED FOR THE WARRANTY.
- ALL ROOFING SHALL BE ATTACHED TO THE BUILDING IN ACCORDANCE WITH FM 1-75 WIND UPLIFT FASTENING PATTERN AND ASCE 7 REQUIREMENTS.
- THE DETAILS SHOWN IN DRAWINGS AND PLANS ARE FOR INTENT. THE MOST STRINGENT REQUIREMENTS BETWEEN CONSTRUCTION DOCUMENTS, MANUFACTURERS' DETAILS, SMACNA REQUIREMENTS AND NRCA RECOMMENDATIONS WILL BE REQUIRED.
- ALL AREAS TO RECEIVE NEW ROOFING MEMBRANE SHALL BE INCORPORATED INTO ROOFING WARRANTY, INCLUDING NEW WALL AND PARAPET MEMBRANE WORK. WARRANTY SHALL INCLUDE ALL PENETRATIONS, FLASHING AND TERMINATIONS. CONTRACTOR SHALL PROVIDE AND INSTALL ALL FLASHINGS, TRIM, SEALANTS, NAILERS, MATERIALS, ETC. REQUIRED TO PROVIDE A COMPLETE WATERPROOF AND NO DOLLAR LIMIT WARRANTED SYSTEM.
- CONTRACTOR TO FIELD VERIFY ALL CONDITIONS PRIOR TO BID. NO ALLOWANCES WILL BE MADE FOR ADDITIONAL AMOUNTS OF ROOFING MATERIAL, FLASHING, LABOR, ETC. NOT VERIFIED AND NOTIFIED BY THE CONTRACTOR TO THE OWNER REPRESENTATIVE PRIOR TO BID.
- THE ROOFING SYSTEM SHALL BE INSTALLED PER PLANS, DETAILS, SPECIFICATIONS & MANUFACTURER'S REQUIREMENTS, AND PROVIDE A 20 YEAR NO DOLLAR LIMIT WARRANTY AS OUTLINED IN THE SPECIFICATIONS.
- PREDRILL ALL METAL FLASHING/ COUNTER FLASHING MATERIAL PRIOR TO INSTALLING FASTENERS.
- THESE DRAWINGS INDICATE, IN GENERAL, ITEMS OF MATERIAL AND EQUIPMENT WHICH MUST BE REMOVED, REUSED, REFINISHED OR MODIFIED. NO ATTEMPT HAS BEEN MADE TO INDICATE EACH AND EVERY PORTION OF DEMOLITION AND REMOVAL WORK. THE INTENT OF THE DRAWINGS IS TO PROVIDE A GUIDELINE TO THE CONTRACTOR(S) TO BETTER ENABLE HIM TO ANTICIPATE THE ENTIRE SCOPE OF WORK. THE CONTRACTOR(S) ARE ADVISED TO VISIT THE JOB SITE TO GET FAMILIAR WITH THE WORK: SCOPE, EXTENT AND ROOF AREAS, PRIOR TO BIDDING. SEE GENERAL NOTE 6 IN REGARD TO SCHEDULING SITE VISITS.
- ALL WALLS OVER 32" WILL REQUIRE INTERIM TERM BAR. FASTEN 12" O.C. .
- CONTRACTOR SHALL INCLUDE ALL MECHANICAL AND ELECTRICAL COSTS NECESSARY FOR DISCONNECTING OF EXISTING ROOFTOP EQUIPMENT AND ITS RE-INSTALLATION. CONDUCT NECESSARY TESTS TO VERIFY THAT UNITS ARE FUNCTIONAL. THIS INCLUDES RAISING OF CURBS TO MEET 12" ABOVE FINISHED ROOF. ALL CURBS GREATER THAN 24" WIDE WILL REQUIRE A CRICKET.
- ON EXISTING ROOFING SYSTEMS AND WALLS THAT ARE NOT PART OF THIS ROOFING PROJECT, ANY DAMAGE OCCURRING DURING THE RENOVATION WORK SHALL BE REPAIRED AT NO EXPENSE TO THE OWNER. NOTIFY OWNER/ ARCHITECT IN WRITING PRIOR TO STARTING WORK IF ANY DAMAGES ARE PRESENT. DAMAGES NOT REPORTED WILL BE CONSIDERED NEW AND CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS. REPAIRS MUST NOT VOID ANY EXISTING WARRANTIES.
- ALL SECURITY, SATELLITE, WEATHER STATIONS, PHONE AND BUILDING DECORATIONS WILL BE HANDLED BY OWNER. COORDINATE WITH OWNER ON DISCONNECT AND RECONNECT.
- ALL TOOLS AND WORK RELATED EQUIPMENT MUST BE WITHIN WORKERS' POSSESSION AND CONTROL AT ALL TIMES.
- CONTRACTOR SHALL PROVIDE AN INVENTORY OF ALL NON WORKING AND ABANDONED MECHANICAL EQUIPMENT, SUPPLY LINES, DAMAGED CEILING TILES, SIDEWALKS AND OTHER BLDG COMPONENTS THAT COULD BE AFFECTED BY ROOFING PROCESS. ALL ABANDONED ITEMS SHALL BE REMOVED.
- COORDINATE ALL MECHANICAL UNIT SHUTOFFS WITH THE ARCHITECT AND OWNER. NO COORDINATION IS TO TAKE PLACE WITH THE USER GROUP. REFER TO GENERAL NOTE 9.
- THE DESIGNER AND CONSULTANT IS NOT RESPONSIBLE FOR THE ACT AND OMISSION OF ANY CONTRACTOR, SUBCONTRACTOR, MATERIAL SUPPLIER, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: SAFETY PRECAUTIONS / PROGRAMS AND THEIR ENFORCEMENT, OR FOR THE CONSTRUCTION MEANS AND METHODS, TECHNIQUES, SEQUENCING AND PROCEDURES EMPLOYED BY THE CONTRACTORS AND THE INCLUSION OF THE REQUIREMENTS OF THE MANUFACTURE FROM THEIR PUBLISHED DOCUMENTS, PROCEDURES, AND THEIR STAFF. ISSUED VERBAL AND WRITTEN INSTRUCTIONS AND REMEDIES.
- ALL EQUIPMENT THAT CONTAINS FLAMMABLE FLUIDS MUST EITHER BE REMOVED ON A DAILY BASIS OR THE EQUIPMENT TANK MUST BE DRAINED AT END OF EACH DAY. ANY FLAMMABLE FLUID IN CONTAINERS MUST BE REMOVED FROM THE ROOF ON A DAILY BASIS.
- ROOF MUST BE WATERTIGHT AT ALL TIMES.** CONTRACTOR MUST SUBMIT A NIGHT SEAL PLAN PRIOR TO BEGINNING OF WORK.
- ARCHITECT WILL SUBMIT FOR PERMIT PLAN REVIEW. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS.



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**Building Envelope &
Structural &
Civil Engineering**



**MONTROSE COUNTY SCHOOL DISTRICT
2019 RE-ROOFS PACKAGE
930 COLORADO AVENUE,
MONTROSE, COLORADO 81402**

Date **5/6/2019**

BID SET ADDENDUM 01

Drawn by **AMB**
Checked by **TPG/DRA**

Sheet title

ROOF PLAN BID LOT #6 328 MAIN STREET

SCALE: **NS**

Sheet No.

A-108

OF

TOT

AIA Document A701™ – 1997

Instructions to Bidders

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

for the following PROJECT:

(Name and location or address)

Montrose County School District 2019 Re-Roofs Package
930 Colorado Avenue
Montrose, Colorado 81402

THE OWNER:

(Name, legal status and address)

Montrose County School District
930 Colorado Avenue,
Montrose, Colorado 81402

THE ARCHITECT:

(Name, legal status and address)

Armstrong Group Inc.
PO Box 92977,
Albuquerque, NM 87199

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 DEFINITIONS**
- 2 BIDDER'S REPRESENTATIONS**
- 3 BIDDING DOCUMENTS**
- 4 BIDDING PROCEDURES**
- 5 CONSIDERATION OF BIDS**
- 6 POST-BID INFORMATION**
- 7 PERFORMANCE BOND AND PAYMENT BOND**
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS**§ 3.1 COPIES**

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES**§ 4.1 PREPARATION OF BIDS**

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

2019 RE-ROOFS PACKAGE

MONTROSE COUNTY SCHOOL DISTRICT
MONTROSE, COLORADO

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

AIA Document A701 – 1997 Instructions to Bidders is included and is hereby made a part of the Contract Documents, subject to modifications contained in these Supplementary Instructions to Bidders.

Where any part of the document is modified or voided by the Supplementary Instructions to Bidders, the unaltered provisions shall remain in effect.

Provisions of the Instructions to Bidders, General Conditions of the Contract and related documents shall not be interpreted as limiting any more stringent requirements, which may be included elsewhere in the contract documents.

ARTICLE 3 – BIDDING DOCUMENTS

Refer to Part 3.1 COPIES, delete item 3.1.1 in its entirety and replace with the following:

“3.1.1 Bidders may obtain electronic copies of Bidding Documents through download from a shared online project folder. Access to shared folder will be sent by email to all interested parties. No hard copies of Bidding Documents will be provided. No deposit will be required.

ARTICLE 4 – BIDDING PROCEDURES

Refer to Part 4.2 BID SECURITY, add the following under item 4.2.2:

“4.2.2.1 AIA Document A310, Bid Bond will be required for this project. Bid Bond shall be in the amount of five percent of the Bid amount, unless otherwise stipulated.

Refer to part 4.3 SUBMISSION OF BIDS, delete item 4.3.1 in its entirety and replace with the following:

“4.3.1 All copies of the Bid, the bid security and any other documents required to be submitted with the Bid shall be submitted electronically with delivery confirmation and read receipt tracking enabled to the following email addresses:

davida@agiconsultants.com

Philip.bailey@mcsd.org

annb@agiconsultants.com

Sharleen.Walker@mcsd.org

Refer to part 4.3 SUBMISSION OF BIDS, delete item 4.3.4 in its entirety.

ARTICLE 5 – CONSIDERATION OF BIDS

Refer to 5.3 ACCEPTANCE OF BID (AWARD), add the following under item 5.3.1:

“5.3.1.1 The Owner reserves the right to award to up to five (5) Bidders based on the lowest responsive, responsible bid for each Bid Lot or to one (1) Bidder depending on which is most advantageous to the Owner and meeting the requirements set forth in the Bidding Documents.

2019 RE-ROOFS PACKAGE

MONTROSE COUNTY SCHOOL DISTRICT
MONTROSE, COLORADO

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

Refer to Part 7.1 BOND REQUIREMENTS, add the following under item 7.1.1:

“7.1.1.1 AIA Document A312, Performance and Payment Bonds will be required for this project.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS



AIA Document A312™ - 2010

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal
place of business)

OWNER:

(Name, legal status and address)
Montrose County School District
930 Colorado Avenue
Montrose, Colorado 81402

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Montrose County School District 2019 Re-Roofs Package
930 Colorado Avenue
Montrose, Colorado 81402

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section 1

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Armstrong Group Inc.

PO Box 92977

Albuquerque, NM 87199

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

SAMPLE

Init.

AIA Document A312™ - 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 21 42 12 on 05/19/2016 under Order No. 9646638381 which expires on 05/19/2017, and is not for resale.

User Notes:

(389ADA23)

APPENDIX D

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
2. the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
3. the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, and shall not release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice. ✓

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The net amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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BID FORM

Project: Montrose County School District 2019 Re-Roof Package

DATE FILED: July 30, 2021 4:12 PM

FILING ID: 56EA0A5323C32

CASE NUMBER: 2021CV30037

RFB No.: N/A**Project No.:** N/A

This bid is submitted to: Philip Bailey
Montrose County School District
philip.bailey@mcsd.org

David Armstrong
Armstrong Group Inc.
davida@agiconsultants.com

Sharleen Walker
Montrose County School District
sharleen.walker@mcsd.org

Ann Bowden
Armstrong Group Inc.
annb@agiconsultants.com

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the Bidding Documents. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of the Owner's Notice of Intent to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. <u>1</u>	Date <u>May 7, 2019</u>	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
 - B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the Architect/Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Architect/Engineer is acceptable to the Bidder.
 - F. 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; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.

4. The Bidder will complete the Work for the following price(s):

[] **A. LUMP SUM BID**

Do not include Colorado Gross Receipts Tax in the amounts for the Base Bids or Alternates. However, Montrose County School District will pay any and all applicable gross receipts tax on the approved amounts for these items at the rate determined by project location.

Basis of Award: The Owner reserves the right to award to (6) Bidders based on the lowest responsive, responsible bid for each Bid Lot or to as few as one (1) Bidder depending on which is most advantageous to the Owner and the firm or firms being able to meet the requirements set forth in the Bidding Documents.

Bid Lot #1 – Montrose High School:

(Written Out)	(Use Figures)
TWO HUNDRED SEVENTY EIGHT THOUSAND DOLLARS	(\$ 278,000.00)
Excluding Colorado Gross Receipts Tax	

Bid Lot #2 – Olathe Elementary School

(Written Out)	(Use Figures)
ONE HUNDRED FIFTY FOUR THOUSAND DOLLARS	(\$ 154,000.00)
Excluding Colorado Gross Receipts Tax	

Bid Lot #3 – Olathe Middle School: Areas A, B, C, D, E

(Written Out)	(Use Figures)
SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED DOLLARS	(\$ 604,700.00)
Excluding Colorado Gross Receipts Tax	

Bid Lot #4 – Cottonwood Elementary School

(Written Out)	(Use Figures)
THREE HUNDRED EIGHTY SEVEN THOUSAND DOLLARS	(\$ 387,000.00)
Excluding Colorado Gross Receipts Tax	

Bid Lot #5 – Centennial Middle School: Gym, Classroom Wing, Wood Shop

(Written Out)	(Use Figures)
ONE MILLION EIGHTY THOUSAND DOLLARS	(\$ 1,080,000.00)
Excluding Colorado Gross Receipts Tax	

Bid Lot #6 – 328 Main Street: Area A & B

(Written Out)	(Use Figures)
SIXTY FIVE THOUSAND SEVEN HUNDRED DOLLARS	(\$ 65,700.00)
Excluding Colorado Gross Receipts Tax	

ALTERNATES

Bid Lot #4: Alternate #1 Installation of new fully adhered new 72 MIL PVC roofing system with decorative ribs on outward facing visible street side of roof only and non-rib membrane on remainder and insulation infill over existing standing seam metal roofing. (as indicated on sheet A-105, Note 1A).

THREE HUNDRED FIFTY FOUR THOUSAND DOLLARS	(\$ 354,000.00)
(Written Out)	(Use Figures)

Alternate ADD/DEDUCT No. 1 Provide pricing for complete installation of new 14" Velux skylight unit and curb framing at existing opening (as indicated on sheet A-105, Note 10).

ONE THOUSAND EIGHT HUNDRED DOLLARS	(\$ 1,800.00)
(Written Out)	(Use Figures)

Bid Lot #6: Alternate #1 Provide miscellaneous repairs of existing roofing surface, clean and prep for installation of new silicone coating system (as indicated on sheet A-108, Note 1A).

THIRTY THREE THOUSAND THREE HUNDRED DOLLARS	(\$ 33,300.00)
(Written Out)	(Use Figures)

(All specific cash allowances are included in the price(s) set forth above.)

Unit Prices: For changing quantities of work items from those indicated by the contract documents, upon written instructions from the Architect/Engineer and approval by the Owner, the following unit prices shall prevail:

Unit Price No. 1: ¾" Fire Treated Exterior Plywood	\$ 2.50 /SqFt
Unit Price No. 2: Replacement of existing roof drain with new Roof Drain Assembly	\$ 1500 /each assembly
Unit Price No. 3: Provide pricing to clean and paint all gas lines yellow.	\$ 3 /LF

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

- A. Letter from Insurer that contractor can provide the required Performance Bond
- B. Pre-Qualification Statement

6. If the Bidder is:

[] A. An INDIVIDUAL:


By: _____
 doing business as _____
 Business address: _____
 Telephone: () _____

[] B. A PARTNERSHIP:

By: _____
 (Firm Name)

 (General Partner Signature)
 Business Address: _____
 Telephone: () _____ (seal)

[X] C. A CORPORATION:

By: Skyline Roofing, Inc.
 (Corporation Name) Utah
 (State of Incorporation)
 By: 
 (Signature of person authorized to sign)
 President
 (Title)
 If a Colorado Corporation: _____
 Colorado Certificate of Incorporation No.: _____

If a Foreign Corporation: Skyline Roofing, Inc.
 Colorado Certificate of Authority No.: _____
 Attest: *Paul C. Smith*
 (Secretary)
 Business address: PO Box 368 Hurricane, UT 84737
 Telephone: (435) 635-3172 (seal)

[] D.

A JOINT VENTURE:

By : (Name) _____
 Business address: _____
 By : (Name) _____
 Business address: _____
 Telephone: (_____) _____

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 in the appropriate category.

Bidder must fill in the following:

Colorado Contractor's License No: Utah 6483891-5501
 Classification(s): Contractor With LRF
 Contractor Preference Certification No. (see 5.2 page 10): Not applicable
 Federal Tax ID No: 20-8272598
 Gross Receipts Tax No: Not applicable as an S Corporation



Building Investigation, Design & Consulting

505.235.7596 Fax 505.899.4436
Po Box 92977, Albuquerque, NM 87199
www.agiconsultants.com mail@agiconsultants.com

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

NOTICE TO PROCEED

DATE: May 23, 2019

TO: Skyline Roofing, Inc.
PO Box 368,
Hurricane, UT 84737

PROJECT: Montrose County School District 2019 Re-Roofs Package
Bid Lot #1: Montrose High School
Bid Lot #3: Olathe Middle School
Bid Lot #5: Centennial Middle School

Affective Date: Notice to proceed will be in effect as of May 28, 2019.

Ladies and Gentlemen:

This letter is your official NOTICE TO PROCEED on (the above-referenced project). You are hereby authorized to proceed with project submittal and material submissions. Final contracts are being prepared.

Please ensure that all submittals required by the Contract Documents have been submitted and reviewed by the Owner or Owner's designated representative prior to ordering any related materials or completing any related work. Work cannot begin until all applicable submittals have been reviewed, which means that contract time will be counted but no work will be allowed.

Per your contract, work is to commence within ten (10) calendar days of the above NTP date and substantial completion is to be achieved for the **Montrose High School Re-Roof** within (32) calendar days, unless modified by Change Order.

Per your contract, work is to commence within ten (10) calendar days of the above NTP date and substantial completion is to be achieved for the **Olathe Middle School Re-Roof** within (61) calendar days, unless modified by Change Order.

Per your contract, work is to commence within ten (10) calendar days of the above NTP date and substantial completion is to be achieved for the **Centennial Middle School Re-Roof** within (118) calendar days, unless modified by Change Order.

A pre-construction meeting will be scheduled once submittals have been reviewed.

All documents you transmit are to refer to the above stated project name and bid lot number. These documents include: correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Owner Project Manager for information and processing.

Prior to commencing any work at the site, you must comply with the signed contract, modifications, and other binding documents attached as part of this contract.

Thanks,

David R Armstrong

David R. Armstrong
davida@agiconsultants.com

Copy: Architect/Engineer of Record
District Project Manager

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SCOPE OF SERVICES

Below is a list of our proposed scope of services:

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

1. Project Management

- a. Prepare contract documents for selected contractors.
- b. Collect insurance certificates and W-9s from selected contractors.
- c. Procure design team and other owner consultants and contractors (if necessary).
- d. Review monthly pay applications from consultants and contractors for accuracy.
- e. Compile a monthly invoice register for all projects and send to MCSD for payment.
- f. Prepare a monthly update for MCSD administration and Board of Education.
- g. Compile a monthly CC-06 to submit for BEST grant reimbursement.
- h. Provide CDE BEST grant staff with progress updates.
- i. Prepare and submit CDE BEST grant closeout paperwork.
- j. Assist the owner in ensuring all warranties are in place and O&M manuals are submitted to the district.
- k. Walk job site a minimum of once per month to review progress and take photos.

PROPOSED FEE SCHEDULE

Please see attached staffing plan and fee worksheet estimating hours anticipated for assistance during these abatement projects. We anticipate our work will be during the summers of 2019 and 2020. We propose billing a lump sum per the billing schedule below:

2019	
May 2019	\$ 5,000
June 2019	\$ 6,000
July 2019	\$ 6,000
August 2019	\$ 6,000
September 2019	\$ 1,000
October 2019	\$ 900
2020	
April 2020	\$ 1,500
May 2020	\$ 2,300
June 2020	\$ 5,000
July 2020	\$ 5,000
August 2020	\$ 4,500
September 2020	\$ 1,200
October 2020	\$ 1,200
November 2020	\$ 904
Total Fee	\$ 46,504

Reimbursible expenses such as mileage, meals and lodging will be billed at cost + 10% administrative fee in addition to the lump sum amount. Reimbursible expenses will not exceed \$7,000.

Hrly Rate		2019												2020					Total		
		MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP		OCT	NOV
		Closout																			
Average Hours Per Week																					
Project Director	\$ 155	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	
Senior PM	\$ 130	6	8	8	8	4	2	0	0	0	0	0	2	2	8	8	6	1	0	0	
Assistant PM	\$ 90	4	4	1	1	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	
Total Hours per Week		11	13	10	9	4	2	0	0	0	0	0	3	4	10	10	7	2	1	1	

Fee Per Month																		
Project Director	\$ 155	671	671	671	-	-	-	-	-	-	-	-	671	671	-	-	-	4,027
Senior PM	\$ 130	3,377	4,503	4,503	2,252	1,126	-	-	-	-	-	1,126	1,126	4,503	3,377	563	-	35,463
Assistant PM	\$ 90	1,559	1,559	390	390	-	-	-	-	-	-	390	390	390	390	390	390	7,015
Fee Per Month	5,607	6,733	5,564	4,893	2,252	1,126	-	-	-	-	-	1,516	2,187	5,564	5,564	3,767	963	46,504

Reimbursable Expenses																		
Lodging	-	-	-	-	-	-	-	-	-	-	-	-	-	100	-	-	150	-
Meals	100	100	100	100	100	100	-	-	-	-	-	100	100	100	100	100	100	1,540
Mileage	250	500	500	500	250	250	-	-	-	-	-	350	500	500	500	500	500	5,950
Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursable Allowance	350	600	600	350	350	-	-	-	-	-	-	450	600	700	600	750	600	7,000

53,504

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GENERAL TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal itself, these terms and conditions, and Consultant's fee schedule. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

4. Ownership of Documents. Unless otherwise required by law, Consultant will retain all pertinent records relating to the Services performed. All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant. Consultant may withhold Work Product from Client should Client fail to pay Consultant.

5. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

6. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

7. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

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8. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

9. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to expert witness services such as testifying at deposition or trial, unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

10. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

11. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

12. Delays. Consultant shall not be liable to Client for delays.

13. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

14. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

15. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

16. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials.

17. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

18. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done

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to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

19. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

20. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.


Proposal Acceptance

Thank you again for your consideration. If you have any questions with our proposal, or if it could be modified in any way to better meet your needs, please do not hesitate to contact me.

Sincerely,



Colleen Kaneda, Ph.D., P.E.
Project Director
NV5, Inc.

On behalf of	MONTROSE COUNTY SCHOOL DISTRICT
I	TOM WEST
authorize this proposal.	
Signature	SCHOOL BOARD PRESIDENT
Name and Title	JULY 23, 2019
Date	



AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5325C52
CASE NUMBER: 2021CV30037

AGREEMENT made as of the Tenth day of June in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Montrose County School District
930 Colorado Ave
Montrose, Colorado 81402
970.249.2653

and the Contractor:

(Name, legal status, address and other information)

Skyline Roofing, Inc.
P.O. Box 368
Hurricane, Utah 84737
435.635.3172

for the following Project:

(Name, location and detailed description)

Montrose County School District 2019 Re-Roofs Package
Bid Lots #1 & #5

Bid Lot #1: Montrose High School
600 S. Selig Ave, Montrose Colorado 81401
15,232 SF

Bid Lot #5: Centennial Middle School
1100 South 5th St., Montrose, Colorado 81401
76,116 SF

Scope of work for all Bid Lots includes the abatement and removal of existing roofing system down to deck and installation of new 72 MIL PVC roofing system.

The Architect:

(Name, legal status, address and other information)

Armstrong Group Inc.
P.O. Box 92977
Albuquerque, NM 87199

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date:

Bid Lot #1: Thirty-two (32) working days from the date of commencement

Bid Lot #5: One Hundred Eighteen (118) working days from the date of commencement

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Three Hundred Fifty-Eight Thousand Dollars and Zero Cents (\$1,358,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

Unit Price No. 1: ¾" Fire Treated Exterior
Plywood

SF

\$2.50

Unit Price No. 2: Replacement of existing drain
w/ new roof drain assembly

Each Assembly

\$1,500.00

Unit Price No. 3: Clean and paint all gas lines
yellow

LF

\$3.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor and Contractor's surety shall be liable for and shall pay the Owner the sum of Nine Hundred Fifty Dollars (\$950.00) per day liquidated damages for each calendar day of delay after the date established for Substantial

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User Notes:

APPENDIX H

(1179482449)

Completion in the Contract Documents for each Bid Lot until the Work is substantially complete. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

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.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

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ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Philip Bailey
Director of Property Services
Montrose County School District Property Services
930 Colorado Ave.
Montrose, Colorado 81402

Init.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Adam Stout
Skyline Roofing Inc
P.O. Box 368
Hurricane, UT 84737
435.635.3172

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
C-001	COVER SHEET	4/19/2019
A-101	BID LOT #1: MONTROSE HIGH SCHOOL ROOF PLAN	4/19/2019
A-102	BID LOT #2: OLATHE ELEMENTARY SCHOOL ROOF PLAN	4/19/2019
A-103	BID LOT #3: OLATHE MIDDLE SCHOOL	4/19/2019

	ROOF PLAN – AREAS A, B, C, D	
A-104	BID LOT #3: OLATHE MIDDLE SCHOOL	4/19/2019
	ROOF PLAN – AREA E	
A-105	BID LOT #4: COTTONWOOD ELEMENTARY	4/19/2019
	SCHOOL ROOF PLAN	
A-106	BID LOT #5: CENTENNIAL MIDDLE SCHOOL	4/19/2019
	ROOF PLAN – GYM, NORTH CLASSROOM	
A-107	BID LOT #5: CENTENNIAL MIDDLE SCHOOL	4/19/2019
	ROOF PLAN – SOUTH CLASSROOM, WOOD SHOP	
A-108	BID LOT #6: ROOF PLAN	4/19/2019
A-501	ROOF DETAILS	4/19/2019
A-502	ROOF DETAILS	4/19/2019
A-503	ROOF DETAILS	4/19/2019

.6 Specifications

Section	Title	Date	Pages
01 1000	SUMMARY	4-19-2019	5 pages
01 2200	UNIT PRICES	4-19-2019	2 pages
01 2300	ALTERNATES	4-19-2019	2 pages
01 2500	SUBSTITUTION PROCEDURES	4-19-2019	3 pages
01 2600	CONTRACT MODIFICATION PROCEDURES	4-19-2019	3 pages
01 2900	PAYMENT PROCEDURES	4-19-2019	6 pages
01 3100	PROJECT MANAGEMENT AND COORDINATION	4-19-2019	8 pages
	SUBMITTAL PROCEDURES	4-19-2019	6 pages
01 3300	TEMPORARY FACILITIES AND CONTROLS	4-19-2019	4 pages
01 5000	PRODUCT REQUIREMENTS	4-19-2019	5 pages
01 6000	CLOSEOUT PROCEDURES	4-19-2019	4 pages
01 7700	ROUGH CARPENTRY	4-19-2019	4 pages
06 1000	72 MIL INDUCTION WELDED PVC SYSTEM	4-19-2019	19 pages
07 5419	72 MIL FLEECEBACK PVC STANDING	4-19-2019	21 pages
07 5422	SEAM FULLY ADHERED SYSTEM		
	SHEET METAL FLASHING AND TRIM	4-19-2019	5 pages
07 6200	MANUFACTURED ROOF SPECIALTIES	4-19-2019	3 pages
07 7100			

.7 Addenda, if any:

Number	Date	Pages
1	5-7-2019	15 pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Init.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
SIB	Supplementary Instructions to Bidders	4-19-2019	2 pages
SGC	Supplementary General Conditions	4-19-2019	2 pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Form, Dated 5-10-2019, 4 pages
 Bid Bonds, Dated 5-10-2019, 6 pages
 Power of Attorney, 5-10-2019, 1 page
 Pre-Qualification Statement, 5-10-2019, 6 pages
 Public Project Experience, 5-10-2019, 1 page
 Sarnafil Heat Welding Experience, 5-10-2019, 3 pages
 Skyline Roofing Old Verification of Bonding, 5-10-2019, 2 pages

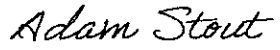
This Agreement entered into as of the day and year first written above.



 OWNER (Signature)

Tom West Board President

 (Printed name and title)



 CONTRACTOR (Signature)

Adam Stout President

 (Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document A101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:26:29 ET on 06/10/2019.

PAGE 1

AGREEMENT made as of the Tenth day of June in the year Two Thousand Nineteen

...

Montrose County School District
930 Colorado Ave
Montrose, Colorado 81402
970.249.2653

...

Skyline Roofing, Inc.
P.O. Box 368
Hurricane, Utah 84737
435.635.3172

...

(Name, location and detailed description)

Montrose County School District 2019 Re-Roofs Package
Bid Lots #1 & #5

Bid Lot #1: Montrose High School
600 S. Selig Ave, Montrose Colorado 81401
15,232 SF

Bid Lot #5: Centennial Middle School
1100 South 5th St., Montrose, Colorado 81401
76,116 SF

Scope of work for all Bid Lots includes the abatement and removal of existing roofing system down to deck and installation of new 72 MIL PVC roofing system.

...

Armstrong Group Inc.
P.O. Box 92977
Albuquerque, NM 87199

PAGE 2

☒ A date set forth in a notice to proceed issued by the Owner.
PAGE 3

☒ By the following date:
Bid Lot #1: Thirty-two (32) working days from the date of commencement
Bid Lot #5: One Hundred Eighteen (118) working days from the date of commencement

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Three Hundred Fifty-Eight Thousand Dollars and Zero Cents (\$1,358,000.00), subject to additions and deductions as provided in the Contract Documents.

...

<u>Unit Price No. 1: ¾" Fire Treated Exterior Plywood</u>	<u>SF</u>	<u>\$2.50</u>
<u>Unit Price No. 2: Replacement of existing drain w/ new roof drain assembly</u>	<u>Each Assembly</u>	<u>\$1,500.00</u>
<u>Unit Price No. 3: Clean and paint all gas lines yellow</u>	<u>LF</u>	<u>\$3.00</u>

...

The Contractor and Contractor's surety shall be liable for and shall pay the Owner the sum of Nine Hundred Fifty Dollars (\$950.00) per day liquidated damages for each calendar day of delay after the date established for Substantial Completion in the Contract Documents for each Bid Lot until the Work is substantially complete. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

PAGE 5

5%
PAGE 6

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

Philip Bailey
Director of Property Services
Montrose County School District Property Services
930 Colorado Ave.
Montrose, Colorado 81402

PAGE 7

Adam Stout
Skyline Roofing Inc
P.O. Box 368
Hurricane, UT 84737

435.635.3172

...

<u>C-001</u>	<u>COVER SHEET</u>	<u>4/19/2019</u>
<u>A-101</u>	<u>BID LOT #1:</u>	<u>4/19/2019</u>
	<u>MONTROSE HIGH</u>	
	<u>SCHOOL ROOF PLAN</u>	
<u>A-102</u>	<u>BID LOT #2: OLATHE</u>	<u>4/19/2019</u>
	<u>ELEMENTARY</u>	
	<u>SCHOOL ROOF PLAN</u>	
<u>A-103</u>	<u>BID LOT #3: OLATHE</u>	<u>4/19/2019</u>
	<u>MIDDLE SCHOOL</u>	
	<u>ROOF PLAN – AREAS</u>	
	<u>A, B, C, D</u>	
<u>A-104</u>	<u>BID LOT #3: OLATHE</u>	<u>4/19/2019</u>
	<u>MIDDLE SCHOOL</u>	
	<u>ROOF PLAN – AREA E</u>	
<u>A-105</u>	<u>BID LOT #4:</u>	<u>4/19/2019</u>
	<u>COTTONWOOD</u>	
	<u>ELEMENTARY</u>	
	<u>SCHOOL ROOF PLAN</u>	
<u>A-106</u>	<u>BID LOT #5:</u>	<u>4/19/2019</u>
	<u>CENTENNIAL</u>	
	<u>MIDDLE SCHOOL</u>	
	<u>ROOF PLAN – GYM,</u>	
	<u>NORTH CLASSROOM</u>	
<u>A-107</u>	<u>BID LOT #5:</u>	<u>4/19/2019</u>
	<u>CENTENNIAL</u>	
	<u>MIDDLE SCHOOL</u>	
	<u>ROOF PLAN – SOUTH</u>	
	<u>CLASSROOM, WOOD</u>	
	<u>SHOP</u>	
<u>A-108</u>	<u>BID LOT #6: ROOF</u>	<u>4/19/2019</u>
	<u>PLAN</u>	
<u>A-501</u>	<u>ROOF DETAILS</u>	<u>4/19/2019</u>
<u>A-502</u>	<u>ROOF DETAILS</u>	<u>4/19/2019</u>
<u>A-503</u>	<u>ROOF DETAILS</u>	<u>4/19/2019</u>

PAGE 8

<u>01 1000</u>	<u>SUMMARY</u>	<u>4-19-2019</u>	<u>5 pages</u>
<u>01 2200</u>	<u>UNIT PRICES</u>	<u>4-19-2019</u>	<u>2 pages</u>
<u>01 2300</u>	<u>ALTERNATES</u>	<u>4-19-2019</u>	<u>2 pages</u>
<u>01 2500</u>	<u>SUBSTITUTION PROCEDURES</u>	<u>4-19-2019</u>	<u>3 pages</u>
<u>01 2600</u>	<u>CONTRACT MODIFICATION PROCEDURES</u>	<u>4-19-2019</u>	<u>3 pages</u>
<u>01 2900</u>	<u>PAYMENT PROCEDURES</u>	<u>4-19-2019</u>	<u>6 pages</u>
<u>01 3100</u>	<u>PROJECT MANAGEMENT AND</u>	<u>4-19-2019</u>	<u>8 pages</u>
	<u>COORDINATION</u>		
	<u>SUBMITTAL PROCEDURES</u>	<u>4-19-2019</u>	<u>6 pages</u>
<u>01 3300</u>	<u>TEMPORARY FACILITIES AND CONTROLS</u>	<u>4-19-2019</u>	<u>4 pages</u>
<u>01 5000</u>	<u>PRODUCT REQUIREMENTS</u>	<u>4-19-2019</u>	<u>5 pages</u>
<u>01 6000</u>	<u>CLOSEOUT PROCEDURES</u>	<u>4-19-2019</u>	<u>4 pages</u>
<u>01 7700</u>	<u>ROUGH CARPENTRY</u>	<u>4-19-2019</u>	<u>4 pages</u>
<u>06 1000</u>	<u>72 MIL INDUCTION WELDED PVC SYSTEM</u>	<u>4-19-2019</u>	<u>19 pages</u>
<u>07 5419</u>	<u>72 MIL FLEECEBACK PVC STANDING</u>	<u>4-19-2019</u>	<u>21 pages</u>
<u>07 5422</u>	<u>SEAM FULLY ADHERED SYSTEM</u>		
	<u>SHEET METAL FLASHING AND TRIM</u>	<u>4-19-2019</u>	<u>5 pages</u>
<u>07 6200</u>	<u>MANUFACTURED ROOF SPECIALTIES</u>	<u>4-19-2019</u>	<u>3 pages</u>
<u>07 7100</u>			

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PAGE 9 1 5-7-2019 15 pages

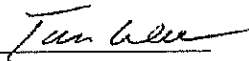
<u>SIB</u>	<u>Supplementary Instructions to Bidders</u>	<u>4-19-2019</u>	<u>2 pages</u>
<u>SGC</u>	<u>Supplementary General Conditions</u>	<u>4-19-2019</u>	<u>2 pages</u>

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Skyline Roofing Old Verification of Bonding, 5-10-2019, 2 pages

...

Tom West Board President



Adam Stout President



<u>01 1000</u>	<u>SUMMARY</u>	<u>4-19-2019</u>	<u>5 pages</u>
<u>01 2200</u>	<u>UNIT PRICES</u>	<u>4-19-2019</u>	<u>2 pages</u>
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<u>01 3300</u>	<u>TEMPORARY FACILITIES AND CONTROLS</u>	<u>4-19-2019</u>	<u>4 pages</u>
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<u>01 6000</u>	<u>CLOSEOUT PROCEDURES</u>	<u>4-19-2019</u>	<u>4 pages</u>
<u>01 7700</u>	<u>ROUGH CARPENTRY</u>	<u>4-19-2019</u>	<u>4 pages</u>
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<u>07 5419</u>	<u>72 MIL FLEECEBACK PVC STANDING</u>	<u>4-19-2019</u>	<u>21 pages</u>
<u>07 5422</u>	<u>SEAM FULLY ADHERED SYSTEM</u>		
	<u>SHEET METAL FLASHING AND TRIM</u>	<u>4-19-2019</u>	<u>5 pages</u>
	<u>MANUFACTURED ROOF SPECIALTIES</u>	<u>4-19-2019</u>	<u>3 pages</u>
<u>07 6200</u>			
<u>07 7100</u>			

...

1 5-7-2019 15 pages

PAGE 9

<u>SIB</u>	<u>Supplementary Instructions to Bidders</u>	<u>4-19-2019</u>	<u>2 pages</u>
<u>SGC</u>	<u>Supplementary General Conditions</u>	<u>4-19-2019</u>	<u>2 pages</u>

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Public Project Experience, 5-10-2019, 1 page

Sarnafil Heat Welding Experience, 5-10-2019, 3 pages

Skyline Roofing Old Verification of Bonding, 5-10-2019, 2 pages

...

Tom West Board President



Adam Stout President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:26:29 ET on 06/10/2019 under Order No. 7483310300 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Theodore P. Green, Architect
(Title)

6-13-19
(Dated)

CHANGE
ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

PROJECT: Montrose County School District
2019 Re-Roof Package
OWNER: Montrose County School District
10000 Spain Road, NE
Albuquerque, NM 87 111
TO CONTRACTOR: Skyline Roofing Inc.
P.O. Box 368
Hurricane, Ut 84737

CHANGE ORDER NUMBER: 01
DATE: 10/23/19
ARCHITECT'S PROJECT NO.: N/A
CONTRACT DATE: 06/10/19
CONTRACT FOR: General Construction

The Contract is changed as follows:

Per Modification Change Request No. 1 - Olathe Middle School:

1. Cost for original price for Olathe Middle School	\$604,700.00
2. Charge for coating seams on Olathe MS roof, transportation and storage of materials	\$18,950.00
3. Charge for installation of fully adhered system over Apprx 2300 sf at Olathe MS	<u>\$7,900.00</u>
Subtotal	\$631,950.00

Per Modification Change Request No. 3 - Centennial Middle School:

1. Roofing system change due to Tectum deck at Gymnasium and Wood Shop roofs	\$20,560.00
Subtotal	<u>\$20,560.00</u>
TOTAL	<u>\$652,510.00</u>

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) was, incl. NMGR	\$ 1,358,000.00
Net change by previously authorized Change orders	<u>\$0.00</u>
The (Contract Sum) prior to this Change order was, incl. NMGR	\$ 1,358,000.00
The (Contract Sum) will be (increased)	
by this Change Order in the amount of, incl. NMGR	\$ 652,510.00
The new (Contract Sum) including this Change order will be, incl. NMGR	<u>\$ 2,010,510.00</u>

The Contract Time will be (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Armstrong Group Inc.

ARCHITECT

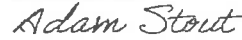


BY Theodore P. Green

DATE 10/25/19

Skyline Roofing Inc.

CONTRACTOR



BY Adam Stout

DATE 10/29/2019

Montrose County School District

OWNER

BY Philip Bailey
Director of Property Services

DATE 10/29/2019

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE
AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987

AIA Form G701

APPENDIX I-1

**CHANGE
ORDER**

AIA DOCUMENT G701

 OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 FIELD ☐
 OTHER ☐

 DATE FILED: July 30, 2021 4:12 PM
 FILING ID: 56EA0A5323C32
 CASE NUMBER: 2021CV30037

PROJECT: Montrose County School District
 2019 Re-Roof Package
 Bid Lot #6 - 328 Main Street

 CHANGE ORDER NUMBER: 02
 DATE: 10/23/19

OWNER: Montrose County School District
 10000 Spain Road, NE
 Albuquerque, NM 87 111

ARCHITECT'S PROJECT NO.: N/A

TO CONTRACTOR: Skyline Roofing Inc.
 P.O. Box 368
 Hurricane, Ut 84737

 CONTRACT DATE: 06/10/19
 CONTRACT FOR: General Construction

The Contract is changed as follows:

Per Modification Change Request No. 2 - 328 Main Street:

1. Perform work according to plans and specifications for 328 Main Street \$52,054.00

 Total \$52,054.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) was, incl. NMGR	\$ 1,358,000.00
Net change by previously authorized Change orders	\$652,510.00
The (Contract Sum) prior to this Change order was, incl. NMGR	\$ 2,010,510.00
The (Contract Sum) will be (increased)	
by this Change Order in the amount of, incl. NMGR	\$ 52,054.00
The new (Contract Sum) including this Change order will be, incl. NMGR	\$ 2,062,564.00

The Contract Time will be (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is

 NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which
 have been authorized by Construction Change Directive.

Armstrong Group Inc.

ARCHITECT



BY Theodore P. Green

DATE 10/25/19

Skyline Roofing Inc.

CONTRACTOR



BY Adam Stout

DATE 10/29/2019

Montrose County School District

OWNER



 BY Philip Bailey
 Director of Property Services

DATE 10/29/2019

 AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE
 AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987

AIA Form G701

APPENDIX I-2

CHANGE ORDER 2020 awarded BEST grant
 OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 FIELD ☐
 OTHER ☐

AIA DOCUMENT G701

 DATE FILED: July 30, 2021 4:12 PM
 FILING ID: 56EA0A5323C32
 CASE NUMBER: 2021CV30037

PROJECT: Montrose County School District
 BEST FY2020-21 Cash Grant Fund
 McMillan Gym Reroof - Montrose High School

CHANGE ORDER NUMBER: 13
DATE: 7/31/2020

OWNER: Montrose County School District
 10000 Spain Road, NE
 Albuquerque, NM 87 111
ARCHITECT'S PROJECT NO.: N/A
TO CONTRACTOR: Skyline Roofing Inc.
 P.O. Box 368
 Hurricane, Ut 84737

CONTRACT DATE: 06/10/19
CONTRACT FOR: General Construction

The Contract is changed as follows:

Montrose HS McMillan Gym Reroof shall be added to project. Project shall be tracked and billed separately from Bid Lot #1 work.

 1. Perform work according to plan sheet A-101A & A-101B and Skyline Roofing, Inc. Proposal dated 2/19/2020 and as follows: Remove existing wall and penetration flashings. Leave field membrane. Supply and install 2" insulation and 1/2" Densdeck cover board. Wrap walls and terminate with edge flashing per details. 72 MIL Sarnafil PVC rhinobond. Crickets where needed. \$371,600.00

 Total \$371,600.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) was,	\$ 1,358,000.00
Net change by previously authorized Change orders	\$704,564.00
The (Contract Sum) prior to this Change order was,	\$ 2,062,564.00
The (Contract Sum) will be (increased)	
by this Change Order in the amount of,	\$ 371,600.00
The new (Contract Sum) including this Change order will be,	\$ 2,434,164.00

The Contract Time will be (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Armstrong Group Inc.

Skyline Roofing Inc.

Montrose County School District

ARCHITECT

CONTRACTOR

OWNER

BY Theodore P. Green

BY Adam Stout

BY

DATE 7/31/2020

DATE 8/19/2020

DATE

**CHANGE
ORDER**

AIA DOCUMENT G701

 OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 FIELD ☐
 OTHER ☐

 DATE FILED: July 30, 2021 4:12 PM
 FILING ID: 56EA0A5323C32
 CASE NUMBER: 2021CV30037

 PROJECT: Montrose County School District
 2019 Re-Roof Package
 OWNER: Montrose County School District
 10000 Spain Road, NE
 Albuquerque, NM 87 111
 TO CONTRACTOR: Skyline Roofing Inc.
 P.O. Box 368
 Hurricane, Ut 84737

 CHANGE ORDER NO. 04A
 DATE: 10/1/2020
 ARCHITECT'S PROJECT NO.: N/A
 CONTRACT DATE: 06/10/19
 CONTRACT FOR: General Construction

The Contract is changed as follows:

1. OMS: Modify roof assembly to Areas C & D due to different deck conditions. Per MCR 05.	\$14,875.00
2. MHS: Replace exist. wood skylight with new skylight per MCR 06.	\$3,900.00
3. OMS: Delete new ladders requirement and replace with PVC walkpad at multiple locatiopns per MCR 07.	\$0.00
4. CMS OMS: Labor & Materials to install new Tectum deck panels. 18 total. Per MCR 08.	\$31,210.00
5. OMS: Remove exist. wood framing at clerestory & replace w/ new framing &PVC membrane. Per MCR 09.	\$12,800.00
6. OES: Repair/remove downspouts & gutters & replace w/ new per MCR 10.	<u>\$10,500.00</u>
TOTAL CES CTMS	<u>\$73,285.00</u>

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) was	\$ 1,358,000.00
Net change by previously authorized Change orders 01, 02, 03	<u>\$1,076,164.00</u>
The (Contract Sum) prior to this Change order was,	<u>\$ 2,434,164.00</u>
The (Contract Sum) will be (increased) by this Change Order in the amount of,	<u>\$ 73,285.00</u>
The new (Contract Sum) including this Change order will be (CO's 01, 02, 03, 04),	<u>\$ 2,507,449.00</u>

The Contract Time will be (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is

 NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which
 have been authorized by Construction Change Directive.

 Armstrong Group Inc.
 ARCHITECT


BY Theodore P. Green

DATE 12/10/2020

 Skyline Roofing Inc.
 CONTRACTOR


BY Adam Stout

DATE 12/11/2020

 Montrose County School District
 OWNER

BY Philip Bailey

DATE

 Digitally signed by Philip
 Bailey
 DN: C=US,
 E=philip.bailey@msd.org,
 O=Montrose County School
 District RE-13, OU=Property
 Services Department,
 CN=Philip Bailey
 Date: 2020.12.10
 16:01:26-0700

 AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE
 AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006



EMSL Analytical, Inc.

1010 Yuma Street Denver, CO 80204

Tel/Fax: (303) 740-5700 / (303) 741-1400

<http://www.EMSL.com / denverlab@emsl.com>

EMSL Order: 222100573

Customer ID: PLAT42

Customer PO:

Project ID:

Attention: Chris Lakin

Plateau, Inc.

236 So. 3rd Street

#340

Montrose, CO 81401

Project: CENTENNIAL

Phone: (970) 252-1363

Fax:

DATE FILED: July 30, 2021 4:12 PM

RECEIVED: 02/02/2021 9:15 AM

CASE NUMBER: 20210220237

Collected Date: 02/01/2021

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1	FRIABLE	Tan/Black/Silver		30% Vermiculite	2% Chrysotile
	GRANULAR	Non-Fibrous		68% Non-fibrous (Other)	
222100573-0001	BROWN/BLACK/GOL	Homogeneous			
	D/SILVER				
Vermiculite is a problem matrix. Other analytical options are recommended such as EPA 600 PLM/TEM with milling prep or TEM Qualitative					
2	FRIABLE	Tan/Black/Silver		30% Vermiculite	2% Chrysotile
	GRANULAR	Non-Fibrous		68% Non-fibrous (Other)	
222100573-0002	BROWN/BLACK/GOL	Homogeneous			
	D/SILVER				
Vermiculite is a problem matrix. Other analytical options are recommended such as EPA 600 PLM/TEM with milling prep or TEM Qualitative					
3	FRIABLE	Tan	10% Cellulose	5% Ca Carbonate	None Detected
	GRANULAR	Non-Fibrous		85% Non-fibrous (Other)	
222100573-0003	BROWN/BLACK/GOL	Homogeneous			
	D/SILVER				
4	FRIABLE	Tan/Black/Silver		98% Non-fibrous (Other)	2% Chrysotile
	GRANULAR BLACK	Non-Fibrous			
222100573-0004	SHINY	Homogeneous			
5	FRIABLE SILVER	Black/Silver		97% Non-fibrous (Other)	3% Chrysotile
	PAINT	Non-Fibrous			
222100573-0005		Homogeneous			
6	FRIABLE BLACK	Black		100% Non-fibrous (Other)	None Detected
	W/COATING	Non-Fibrous			
222100573-0006		Homogeneous			
7	BLACK SHARDS	Black		97% Non-fibrous (Other)	3% Chrysotile
	FRIABLE	Non-Fibrous			
222100573-0007		Heterogeneous			
8	GRAINY	Various		98% Non-fibrous (Other)	2% Chrysotile
	BROWN/BLACK/SILV	Fibrous			
222100573-0008	ER/GOLD FRIABLE	Heterogeneous			
Vermiculite is a problem matrix. Other analytical options are recommended such as EPA 600 PLM/TEM with milling prep or TEM Qualitative					
9	BLACK W/PS	Black/Yellow		95% Non-fibrous (Other)	5% Chrysotile
	SILVER	Non-Fibrous			
222100573-0009		Heterogeneous			

Analyst(s)

Molly Elkins (3)

Mollie Schreck (6)

Henry Printz, TEM/PCM Laboratory Supervisor
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Denver, CO NVLAP Lab Code 200828-0

Initial report from: 02/02/2021 13:14:34



EMSL Analytical, Inc.

1010 Yuma Street Denver, CO 80204

Tel/Fax: (303) 740-5700 / (303) 741-1400

<http://www.EMSL.com/denverlab@emsl.com>

EMSL Order: 222100574

Customer ID: PLAT42

Customer PO:

Project ID:

Attention: Chris Lakin
Plateau, Inc.
236 So. 3rd Street
#340
Montrose, CO 81401

Project: OMHS 1/31/21

Phone: (970) 252-1363

Fax:

DATE FILED: July 30, 2021 4:12 PM

RECEIVED: 02/02/2021 9:15 AM

FILED ID: 50140A9325C92

CASE NUMBER: 20020220237

Analysis Date: 02/02/2021
Collected Date: 01/31/2021

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
1-Tar 222100574-0001	BLACK SHINY UNKNOWN MATERIAL	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1-Foam 222100574-0001A	BLACK SHINY UNKNOWN MATERIAL	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2 222100574-0002	BLACK SHINY PAPER	Black Non-Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
3 222100574-0003	BLACK SHINY	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
4-Tar 222100574-0004	BLACK SHINY UNKNOWN MATER	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-Foam 222100574-0004A	BLACK SHINY UNKNOWN MATER	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 222100574-0005	SHINY BLACK	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 222100574-0006	SHINY BLACK	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7-Silver Material 222100574-0007	BLACK SHINY SILVER	Silver Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
7-Tar 222100574-0007A	BLACK SHINY SILVER	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-Silver Material 222100574-0008	BLACK SHINY SILVER	Silver Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
8-Tar 222100574-0008A	BLACK SHINY SILVER	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9 222100574-0009	BLACK SILVER	Black/Silver Non-Fibrous Heterogeneous		97% Non-fibrous (Other)	3% Chrysotile

Initial report from: 02/02/2021 13:38:54



EMSL Analytical, Inc.

1010 Yuma Street Denver, CO 80204

Tel/Fax: (303) 740-5700 / (303) 741-1400

<http://www.EMSL.com> / denverlab@emsl.com

EMSL Order: 222100574

Customer ID: PLAT42

Customer PO:

Project ID:

Analyst(s)

Krystal Harris (10)

Molly Elkins (3)

Henry Printz, TEM/PCM Laboratory Supervisor
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Denver, CO NVLAP Lab Code 200828-0

Initial report from: 02/02/2021 13:38:54



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 United Fire Loyds
 UFG Specialty Insurance Company
 Addison Insurance Company
 Financial Pacific Insurance Company
 Franklin Insurance Company
 Lafayette Insurance Company
 Mercer Insurance Company
 of New Jersey, Inc.

DATE FILED: July 30, 2021 4:12 PM
 FILING ID: 56EA0A5323C32
 CASE NUMBER: 2021CV30037

February 4, 2021

Via regular and certified mail

Skyline Roofing Inc
 Red Desert Roofing
 Attn: Adam Stout
 Po Box 368
 Hurricane, UT 84737

RE: Our Insured: Skyline Roofing Inc / Red Desert Roofing
 Our Claim No.: 4320254827
 Policy No.: 60500910
 Claimant: Montrose County School District

RESERVATION OF RIGHTS
PLEASE READ COMPLETELY AND CAREFULLY

Dear Mr. Stout:

This correspondence will serve to formally acknowledge that United Fire & Casualty Company ("United Fire") is in receipt of a claim for asbestos discovered in 2 middle schools after a roof replacement your company performed in Montrose, Colorado.

It is our understanding you were hired to replace the roofs, and as such had to complete an Asbestos removal of the existing roof. It is our understanding, they have now found friable asbestos in the attics of the two schools, and are completing an abatement at this time.

Please note, there is no coverage for the repairs to your work or the asbestos abatement due to exclusions in your policy.

We are continuing our investigation into this claim, and are doing so under a complete reservation of rights under the policy. A coverage reservation of rights investigation is being undertaken by United Fire so that it may investigate without waiving any rights United Fire has under the insurance policy and under the law and without estopping United Fire from exercising any of its rights.

POLICY INFORMATION



United Fire & Casualty Company
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Coverage under the CGL Policy requires that property damage arise from an "occurrence" (defined as an accident, including continuous or repeated exposure to substantially the same general harmful conditions).

United Fire provided you with general liability coverage ("CGL") under policy no. 60500910, and was in force from 02/07/2018 to current. Your CGL Policy includes a per occurrence limit of \$1,000,000, a general aggregate limit of \$2,000,000, and a products completed operations aggregate limit of \$2,000,000.

The insuring agreement contained within the CGL Policy is form CG 00 01 04/13 edition, and reads in part as follows:

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";



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- (2) The “bodily injury” or “property damage” occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
- c. “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II — Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the policy period.
- d. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II — Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:
- (1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
 - (3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.

...

As used in the CGL Policy, the following terms are defined as follows:

SECTION V - DEFINITIONS

- 3. “Bodily Injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

* * *



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13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

* * *

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

* * *

The insurance provided does not apply to:

j. Damage to Property

"Property damage" to:

* * *

- (5) That particular part of real property on which you or any contractors or sub-contractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

* * *

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

* * *



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I. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard.”

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

“Property damage” to “impaired property” or property that has not been physically injured, arising out of:

- (1)** A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
- (2)** A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

Terms used in the above exclusions are defined as follows:

- 8.** “Impaired property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:
 - a.** It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

 - a.** The repair, replacement, adjustment or removal of “your product” or “your work”; or
 - b.** Your fulfilling the terms of the contract or agreement.

* * *



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16. “Products-completed operations hazard”

a. Includes all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work” except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, “your work” will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include “bodily injury” or “property damage” arising out of:

* * *

- (3)** Products or operations for which the classification, listed in the Declarations, in a policy schedule or in our manual of rules, states that the products-completed operations are subject to the General Aggregate Limit.

* * *

21. “Your product”:

a. Means



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- (1) Any Goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and
- (2) The providing of or failure to provide warning or instructions.

- 9. Does not include vending machines or other property rented to or located for the use of others but not sold.

* * *

22. “Your work”:

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations

a. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”, and
- (2) The providing of or failure to provide warnings or instructions.



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Additionally, your policy also includes an Absolute Asbestos Exclusion endorsement, IL 70 70 09 12, which would exclude any abatement, testing, etc. for asbestos and reads as follows:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ABSOLUTE ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 TRUCKERS COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. This insurance does not apply to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos;
2. The costs of abatement, mitigation, removal, or disposal of asbestos;
3. Any supervision instructions, recommendations, warnings or advice given or which should have been given in connection with (1) or (2) above.
4. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage. It is further agreed that we shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or "suit" excluded herein.

B. The following Definitions are added:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 2. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
- "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



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1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement"; or
7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

Please note that we have quoted parts of your policy for ease of reference. For complete policy language please review your entire policy.

ANALYSIS

In order to be covered under the CGL Policy, "property damage" must result from an "occurrence," must occur within one of the CGL policy periods, must not have been known in whole or in part by a qualifying insured party prior to the policy period, and must not be subject to any exclusions to coverage. To the extent claimed damages did not result from an "occurrence" or fail to constitute "property damage" as defined in the CGL Policy, there is no coverage for such damages.

Please take note of the asbestos exclusions endorsement above. The cost to test or remove the asbestos is not covered.

The CGL Policy is neither a performance bond or warranty or guarantee for the insured's work or performance. The allegations involve substandard and/or defective workmanship. Defects or deficiencies in your work or the work of its subcontractors that require repair, replacement or changes to the work itself are not covered under the CGL Policy. The CGL Policy covers property damage, not defective, deficient, or otherwise unsatisfactory work.

In summary, United Fire agrees to investigate this claim against you, subject to a full and complete reservation of rights. United Fire's investigation should not be construed as an admission of coverage and shall not operate to waive or limit United Fire's ability to deny coverage, in whole or in part, for the claims asserted or damages alleged.

This reservation of rights is pursuant to all provisions of any policies issued to you, whether specifically addressed herein or not. This letter is neither intended to be, nor should be construed as, an exhaustive



*United Fire & Casualty Company
United Fire & Indemnity Company
United Fire Loyds
UFG Specialty Insurance Company
Addison Insurance Company
Financial Pacific Insurance Company
Franklin Insurance Company
Lafayette Insurance Company
Mercer Insurance Company
Mercer Insurance Company
of New Jersey, Inc.*

recitation of all terms of the above-referenced insurance policies or of United Fire's legal defenses which may operate to preclude coverage for the claims asserted or damages alleged.

I can be reached at 303-426-2918 by phone, should you need to reach me regarding this claim.

Very truly yours,

United Fire & Casualty Company

Erin Franks INS, AICM, SCLA, CPCU
Claims Representative

cc: Valley Insurance Brokers 70-0102

STEPHEN G. EVERALL
severall@semplelaw.com

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& CASE

ATTORNEYS AT LAW

March 10, 2021

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

Via Certified Mail and email: adamstout12@msn.com

Skyline Roofing Inc.
Attn: Mr. Adam Stout
P.O. Box 368
Hurricane, UT 84737

Re: Notice of Claim Pursuant to § 13-20-803.5, C.R.S.

Dear Mr. Stout:

As you know, this office represents the Montrose County School District. It seems that the Construction Defect Action Reform Act (CDARA), § 13-20-803.5, C.R.S. may apply to Skyline's contract and ensuing work in conjunction with the Montrose County School District 2019 re-roofs package for Bid Lot No. 5 (Centennial Middle School) and Bid Lot No. 3 (Olathe Middle School). Therefore, this Notice of Claim is being provided to Skyline pursuant to CDARA.

The Claim pertains to "the abatement and removal of existing roofing systems down to deck and installation of new 72-MIL PVC roofing systems." AIA Standard Form Contract-2017, p.1. Addendum #1 to the Contract provides that "all asbestos abatement is the Contractor's responsibility. The Contractor will be responsible for removal and proper disposal. All asbestos to be handled as required by governing regulatory bodies on state and federal level." Nevertheless, debris, including asbestos-containing material, found its way into both schools' plenums in conjunction with Skyline's removal of the existing roofing systems down to the said decks. In turn, this debris has necessitated an expensive remediation plan (yet to be awarded to a contractor) for which the School District believes that Skyline is responsible based on breach of contract and negligence. In addition, it appears that Skyline has failed to procure the requisite performance bonds for the work, which would have protected the School District from Skyline's breach of contract and negligence.

Under CDARA, Skyline, as a "construction professional", has a right of reasonable access to the Centennial and Olathe Middle Schools during normal working hours to inspect them. Skyline, of course, exercised this right of inspection on March 8, 2021. But, in an abundance of caution, the School District will provide Skyline the opportunity to ask for another inspection within fourteen (14) days of the service of this Notice of Claim. Cf., § 13-20-803.5 (2), C.R.S. Please keep in mind that the School District intends to re-bid the remediation work in the near future, which remediation effectively will limit or prevent

APPENDIX L

STEPHEN G. EVERALL
severall@sempelaw.com

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EVERALL
& CASE**
ATTORNEYS AT LAW

thereafter an inspection of the plenums in their current condition. Therefore, please contact either Mr. Philip Bailey, the School District Director of Property Services (970-249-2653) or the undersigned at your very earliest convenience to arrange for any additional inspection that Skyline may want.

After completion of an inspection, CDARA allows the contractor forty-five (45) days to deliver to the owner by certified mail or personal service "an offer to settle the claim by payment of a sum certain or by agreeing to carry out the remediation process" at the contractor's expense. Skyline has been aware of the problem since February 2, 2021. Skyline's expert inspected both building on Monday, March 8, 2012. By our count Skyline's response, therefore, is due on or before April 22, 2021; but, a quicker response would be appreciated. As we understand it, Skyline itself is not qualified to do the remediation work, but Skyline may think otherwise. If Skyline has any interest in undertaking the work itself, please advise immediately as it could impact the School District's timetable to bid the work. Skyline will have access to the RFP. A written offer to remedy the problems must include a report of the scope of the investigation, the findings and results of the inspection; a description of the additional construction work necessary to remedy the defect; and, a timetable for the completion of the remedial construction work. § 13-20-803.5 (3), C.R.S. The School District would then have fifteen (15) days to respond. § 13-20-803.5 (4), C.R.S.

If any offer of settlement or proposal to remediate is unacceptable to the School District, it then would be able to seek legal relief, unless the parties were, by mutual agreement, to alter the afore-described Notice of Claim procedure.

If you have any questions or comments, please do not hesitate to have Skyline's attorneys contact me. Please note that we are sending Skyline's attorney a courtesy copy of this Notice of Claim.

Sincerely,



Stephen G. Everall

CC (via email):

Philip S. Bailey, Director of Property Services, Montrose County School District
James Pavlich, Safety and Security Director, Montrose County School District
Jason D. Krueger, Esq., Skyline attorney

APPENDIX L



930 Colorado Avenue, Montrose, Colorado 81401 MAILING
PO Box 10,000, Montrose, Colorado 81402 BILLING
970.249.7726 PHONE ~ 970.249.7173 FAX ~ www.MCSD.org WEB

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P) FOR AN ASBESTOS ABATEMENT CONTRACTOR(S)

Montrose County School District (Owner)

930 Colorado Avenue
Montrose, CO 81401

PROPOSAL DUE DATE/DELIVERY REQUIREMENTS- 2:00 p.m. March 25, 2021

Deliver 1 electronic copy via email to

James Pavlich, Director of Safety and Security, james.pavlich@mcsd.org

and

Philip Bailey, Director of Property Services philip.bailey@mcsd.org

and

Project Consultant

Jake Harris, Grande River Environmental, LLC jakeh@granderiverenv.com

All official communication with Candidates and questions regarding this RFQ/P will be via email to the Owner Contacts listed above. **No inquiries will be accepted after the clarification deadline as indicated in the project schedule. Please submit clarification questions and proposals to James Pavlich, Philip Bailey and Jake Harris via email.**

All Candidate inquiries will be responded to at the same time which will be after the "Clarification Deadline". Responses to clarification will be made available by email to all RFQ/P Candidates who requested the RFQ/P and attend the mandatory site inspection. Candidates should not rely on any other statements, either written or oral, that alter any specification or other term or condition of the RFQ/P during the open solicitation period.

I. RFQ/P SCHEDULE

RFQ/P Available	3/11/2021
Mandatory Site Walk and Inspection (Start at OMHS)	3/17/2021 at 10:00 AM
RFQ/P Questions Due	3/19/2021 by 4:00 PM
RFQ/P Question Responses	3/22/2021 by 4:00 PM
Proposals Due	3/25/2021 by 2:00 PM
Candidates Notified of Selection	3/29/2021 by 4:00 PM
Permitting and Project Start ASAP - No later than	4/09/2021 by 4:00 PM
Remediation with Excepted Air Clearances Completed	5/17 2021 by 4:00 PM

II. PROJECT INFORMATION

1. Abatement Scope of Work, Additional Instructions, Bd Form and Unit Price List, prepared by Grande River Environmental (Exhibit A)
2. Abatement AIA A105 - 2017 Draft Contract for Review and Comments (Exhibit B)
3. Photo Logs of Debris at OMHS and CTMS (Exhibit C)

Facilities Included in the Scope of Work

1. Centennial Middle School (CTMS) *South Building*
1100 South 5th
Montrose, CO 81401
2. Olathe Middle/High School (OMHS) *Middle School 200 Wing*
410 Highway 50
Olathe, CO 81425

III. BACKGROUND

Owner Background

Please visit our website, <http://www.mcsd.org/> for information about our district.

IV. SUBMITTAL REQUIREMENTS

Organize your RFQ/P response using the following outline. Please separate each section with dividers or tabs using the appropriate section labels. **All Fees shall be included in the RFQ/P Submittal.**

SECTION 1 – LETTER OF INTEREST

A maximum two-page letter of interest that includes a synopsis of the firm, business principals, distinguishing characteristics, approach to completing this project, primary contact information, and signed by the principal-in-charge.

SECTION 2 – EXPERIENCE AND QUALIFICATIONS

Please address each criterion listed below as it relates to your firm's relevant experience and qualifications.

1. Identify the individual who will be the main point of contact and responsible for Project Management for the duration of the project.
2. Provide other team leaders' experience, background, and responsibilities.
3. Provide your firm's project organization structure and responsibilities.
4. Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation does your firm have the capacity to complete this project? What percentage of your firm is currently involved in other projects?

SECTION 3 – SCHEDULE

It is expected that your firm has the current capabilities and capacity to complete the abatement scope of work by the date listed in the project schedule. Provide your firms detailed project schedule, including milestones, from a notice to proceed date to the completion of the abatement. Owner will be looking for the most expeditious, cost effective qualified Abatement Contractor.

SECTION 4 – REFERENCES

Provide a comprehensive list of **ALL** school projects and/or similar projects completed or begun within the last 3 years, with contact information, along with a project description. The Owner reserves the right to check additional references beyond those provided in the submittal.

SECTION 5 – FEES

In addition to the filling out the Grande River Environmental Asbestos Abatement Bid Form please provide a comprehensive fee break out for the base scope of work and a separate fee proposal for Alternates One Floor tile and Mastic abatement at CTMS.

VI. SUBMITTAL REVIEW & SELECTION PROCESS

RFQ/P Review

The Owner's Selection Committee will evaluate and score the RFQ/P submittals based on the selection criteria listed below:

Selection Criteria	Max Point Possible
Section 1: Letter of Interest. How complete and concise was the letter of interest and RFQ/P response? Was the RFQ/P well organized, with complete information responding to all of the submittal criteria?	5 points
Section 2: Experience and Qualifications Provided a comprehensive qualifications package which highlighted key personnel in addition to other items as stated.	20 points
Section 3: Schedule. Shows the Capacity and Ability to complete the remediation / abatement within the specified timeframe. Submitted complete & understandable schedule.	25 points
Section 4: References. Candidate has provided a comprehensive project list with contact information for projects completed over the last three years.	20 points
Section 5: Fee. Candidate has provided a comprehensive and competitive fee.	30 points
Total Points	100 points

VII. Acceptance and Rejection

After the final selection has been made, the Owner will provide a summary of scores and a decision memorandum to each of the RFQ/P Candidates.

The Owner reserves the right to select any or reject any and all proposals in their best interest. The Owner also reserves the right to pre-qualify any or all Candidates or reject any or all Candidates as unqualified, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. The Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful proposer.

The Owner is not responsible for cost incurred in preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted. By submitting a proposal all Candidates agree to the terms and conditions of this RFQ/P and the RFQ/P will become part of the awarded Candidates contract. Candidate must review all Exhibits The candidate will be responsible for submitting comments or agreement of Exhibit B to be used for this project. The Owner and the Owner's legal council will review any comments and negotiate terms prior to commencement of work.

VIII. RFQ/P Required Additional Documents

1. Letter from Surety confirming Candidate meets bonding requirements
2. Copy of General Abatement Contractor License
3. Certificate of Insurance on standard ACORD document
4. Proposed Disposal Facility Information
5. Acknowledgement of Receipt of all Addenda
6. List of Notice of Violations from CDPHE

Disclosure of Information - All submissions and other materials provided or produced pursuant to this RFQ may be subject to the Colorado Open Records Law, CRS 24/72/201 ET. Seq. As such, candidates are urged to review these disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to Montrose County School District RE-1J, appropriately identify materials, which are not subject to disclosure. In the event of a request by the Owner for disclosure of such information, the Owner shall advise the candidate of such request to give the candidate an opportunity to object to the disclosure of designated confidential materials furnished to the Owner.

END OF RFQ/P



A Professional Corporation
REGENCY PLAZA ONE
4643 SOUTH ULSTER STREET
SUITE 1250
DENVER, COLORADO 80237

PATRICK Q. HUSTEAD, ESQ.

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037
TELEPHONE (303) 721-5000
WWW.THLF.COM
PQH@THLF.COM

April 8, 2021

Via Electronic Mail
severall@semplelaw.com

Stephen G. Everall
Semple Farrington Everall & Case, PC
1120 Lincoln Street, Suite 1308
Denver, CO 80203

Re:	Principal:	Skyline Roofing Inc.
	Your Client:	Montrose County School District
	HLF File Number:	7601-304

Dear Mr. Everall:

We are writing to you in response to your correspondence dated March 25, 2021 to our client, United Fire and Casualty Company ("United Fire"), regarding Skyline Roofing Inc.'s ("Skyline") bid packages for six separate projects related to a 2019 re-roofing project for the Montrose County School District ("Montrose"). Please direct all future correspondence regarding this matter to this office.

As you indicated, United Fire provided bid bonds on behalf of Skyline in conjunction with their bids for the above-referenced six projects for Montrose. Your letter indicates that Skyline was awarded the jobs on Montrose High School, Centennial Middle School, and Olathe Middle School. United Fire never received a request from Skyline or Montrose regarding issuing any final (i.e., payment/performance) bonds for these three projects. United Fire never received premium payment for the issuance of any final bonds for these three projects.

In your letter, you "ask that United Fire will step up to the plate and issue a performance bond for each of these three projects." United Fire respectfully declines to do so.

Thank you for your time and attention to this matter. If you have any questions relating to this letter, please feel free to contact this office. We write this reserving all rights and defenses available to United Fire either at law or in equity.

THE HUSTEAD LAW FIRM
A Professional Corporation

Stephen G. Overall
April 8, 2021
Page 2 of 2

Best Regards,

THE HUSTEAD LAW FIRM
A Professional Corporation



Patrick Q. Hustead, Esq.



cc: Connor Cantrell, Esq.

CHANGE ORDER

JKSINDUSTRIES.NET

JKS INDUSTRIES

DATE FILED: July 30, 2021 4:12 PM
 FILING ID: 56EA0A5323C32
 CASE NUMBER: 2021CV30037

CHANGE ORDER FORM COMPLETED BY JKS, LLC		Change Order Control #: 001
PART I – Change Request Identification		
JKS Job No: 21-007A	2. Date: 5/6/2021	
3. Project Name: Montrose County School District Centennial Middle School 1100 S. 5 th Street Montrose, CO 81401	4. Representative Name: Jeffrey Knight	
5. Description of change, Specification Section: Paragraph: _____ page: _____ Drawing/Detail: Negotiated increase to the contract: See attached cost breakout spread sheet for detail. 14 calendar days will be added to the original schedule. The final completion date will now be June 4, 2021.		
Contract deduct: N/A		
6. Original Contract Value: \$795,642.00 7. New Requested Scheduled Completion Date: June 4, 2021 Previous Change Orders: \$00.00 This Change Order: \$147,622.00 New Contract Value: \$943,264.00		
8. Reason for Change: Negotiated increase to the contract.		
9. Review Results: If this change order request is acceptable please sign below authorizing JKS Industries, LLC to proceed with the change set forth in block 5 above. The proposed price/schedule is addressed in block 6, 7 above.		
SUPERINTENDENT 10. Owners Representative: CRAIG STEPHENSON	Signature: 	Date: 5-11-21
11. JKS Acknowledgement Signature: 		Date: 5/06/2020

Cost Analysis

Components of Pricing to be Evaluated:

VENDOR/CONTRACTOR NAME	JKS Industries
PROJECT / BID	Centennial Middle School
DATE	5/6/2021
CONTACT NAME & PHONE #	Jeff Knight 720-402-4410

LABOR

	# Hours	X	Hourly Rate	=	Total Labor Cost	COMMENTS / DETAIL
Project Manager	-	X	\$65.00	=	\$0.00	Site visit
Supervisor	120.00	X	\$49.50	=	\$5,940.00	1 supervisor for 12days
Labor	1,440.00	X	\$41.35	=	\$59,544.00	12 Asbesto Techs. For 12days
Supervisor OT	60.00	X	\$71.24	=	\$4,274.40	1 supervisor for 6days of OT
Labor OT	840.00	X	\$63.03	=	\$52,945.20	12guys for 6days of OT
Office Management	-	X	\$35.00	=	\$0.00	
		X		=	\$0.00	
Total Labor					\$122,703.60	

MATERIALS

	# Units	X	Price/Unit	=	Total Cost	COMMENTS / DETAIL
Abatement Materials	32.00	X	\$125.00	=	\$4,000.00	Tyvek and cotton suits
					\$0.00	
Per-diem	12.00	X	\$35.00	=	\$5,880.00	14days of per-diem
					\$0.00	
Hotel	6.00	X	\$85.00	=	\$7,140.00	14 days of hotel
					\$0.00	
IH Services		X		=	\$0.00	
					\$0.00	
Total Materials					\$17,020.00	

EQUIPMENT

	# Units	X	Price/Unit	=	Total Cost	COMMENTS / DETAIL
United Rental	2.00	X	\$2,000.00	=	\$4,000.00	19ft Scissor lifts Monthly Rental
					\$0.00	
		X		=	\$0.00	
					\$0.00	
		X		=	\$0.00	
					\$0.00	
Other	1.00	X		=	\$0.00	
					\$0.00	
Total Materials					\$4,000.00	

OVERHEAD

DESCRIPTION	Total Cost	COMMENTS / DETAIL
Total Overhead	\$143,723.60	

PROFIT

	Total Cost	COMMENTS / DETAIL
Bond 2.75%	\$3,898.79	
Total Profit	\$0.00	

TOTAL COST**\$147,622.39****ADDITIONAL COMMENTS:**

JKS is committed to working and accomplishing the same goal as the district.

CHANGE ORDER

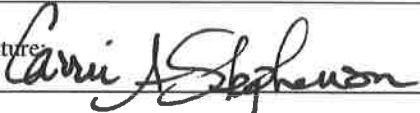

JKSINDUSTRIES.NET

JKS INDUSTRIES

DATE FILED: July 30, 2021 4:12 PM

FILING ID: 56EA0A5323C32

CASE NUMBER: 2021CV30037

CHANGE ORDER FORM COMPLETED BY JKS, LLC		Change Order Control #: 002
PART I – Change Request Identification		
JKS Job No: 21-007A	2. Date: 5/19/2021	
3. Project Name: Montrose County School District Centennial Middle School 1100 S. 5 th Street Montrose, CO 81401	4. Representative Name: Jeffrey Knight	
5. Description of change, Specification Section: Paragraph: _____ page: _____ Drawing/Detail: Unforeseen Condition: During typical abatement operations (wet methods) during the plenum asbestos spill cleanup, the asbestos containing floor tile are coming up and exposing the black mastic. The humidity caused by wet removal methods is causing the floor tile to come up in an unforeseen manner. The floor tiles are also becoming loose due to negative air pressure at -0.30cw for the full-containment requirements. The containment is secured to the walls and floors of the School building which is secured properly without any bubbling. The affected area for this change order is 12,353 SF x \$8.75= \$108,088.75 “see highlighted area in yellow”		
Contract deduct: N/A		
6. Original Contract Value: \$795,642.00 7. New Requested Scheduled Completion Date: June 15, 2021 Previous Change Orders: \$147,622.00 This Change Order: \$108,088.75 New Contract Value: \$1,051,352.75		
8. Reason for Change: Unforeseen Condition		
9. Review Results: If this change order request is acceptable please sign below authorizing JKS Industries, LLC to proceed with the change set forth in block 5 above. The proposed price/schedule is addressed in block 6, 7 above.		
10. Owners Representative: Superintendent	Signature: 	Date: 5-19-21
11. JKS Acknowledgement Signature: 		Date: 5/19/2021

CHANGE ORDER



JKSINDUSTRIES.NET

JKS INDUSTRIES

DATE FILED: July 30, 2021 4:12 PM

FILING ID: 56EA0A5323C32

CASE NUMBER: 2021CV30037

CHANGE ORDER FORM COMPLETED BY JKS, LLC		Change Order Control #: 003
PART I – Change Request Identification		
JKS Job No: 21-007A	2. Date: 5/19/2021	
3. Project Name: Montrose County School District Centennial Middle School 1100 S. 5 th Street Montrose, CO 81401	4. Representative Name: Jeffrey Knight	
5. Description of change, Specification Section: Paragraph: _____ page: _____ Drawing/Detail: Unforeseen Condition: During typical abatement operations (wet methods) during the plenum asbestos spill cleanup, the asbestos containing floor tile are coming up and exposing the black mastic. The humidity caused by wet removal methods is causing the floor tile to come up in an unforeseen manner. The floor tile are also becoming loose due to negative air pressure at -0.30cw for the full-containment requirements. The containment is secured to the walls and floors of the School building which is secured properly without any bubbling. The affected area for this change order is 11,178 SF x \$8.75= \$97,807.50 “see highlighted area in orange”.		
Contract deduct: N/A		
6. Original Contract Value: \$795,642.00 7. New Requested Scheduled Completion Date: June 24, 2021 Previous Change Orders: \$255,710.75 This Change Order: \$97,807.50 New Contract Value: \$1,149,160.25		
8. Reason for Change: Unforeseen Condition		
9. Review Results: If this change order request is acceptable please sign below authorizing JKS Industries, LLC to proceed with the change set forth in block 5 above. The proposed price/schedule is addressed in block 6, 7 above.		
10. Owners Representative: Superintendent	Signature: 	Date: 5-19-21
11. JKS Acknowledgement Signature: 		Date: 5/19/2021

CHANGE ORDER

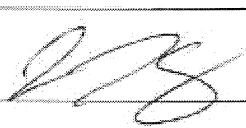
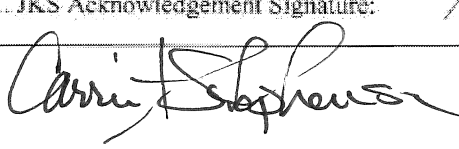
JKSINDUSTRIES.NET

JKS INDUSTRIES

DATE FILED: July 30, 2021 4:12 PM

FILING ID: 56EA0A5323C32

CASE NUMBER: 2021CV30037

CHANGE ORDER FORM COMPLETED BY JKS, LLC		Change Order Control #: 004
PART I – Change Request Identification		
JKS Job No: 21-007A	2. Date: 7/1/2021	
3. Project Name: Montrose County School District Centennial Middle School 1100 S. 5 th Street Montrose, CO 81401	4. Representative Name: Jeffrey Knight	
5. Description of change, Specification Section: Paragraph: _____ page: _____ Drawing/Detail: Unforeseen Condition: 210 SF of VAT/black mastic in server room.		
Contract deduct: N/A		
6. Original Contract Value: \$795,642.00 7. New Requested Scheduled Completion Date: July 1, 2021 Previous Change Orders: \$353,518.25 This Change Order: \$1,837.50 New Contract Value: \$1,150,997.75		
8. Reason for Change: Unforeseen Condition		
9. Review Results: If this change order request is acceptable please sign below authorizing JKS Industries, LLC to proceed with the change set forth in block 5 above. The proposed price/schedule is addressed in block 6, 7 above.		
10. Owners Representative:	Signature: 	Date: 7/13/21
11. JKS Acknowledgement Signature: 		Date: 7/12/2021

STEPHEN G. EVERALL
severall@semplelaw.com

**SEMPL
FARRINGTON
EVERALL
& CASE**

ATTORNEYS AT LAW

June 1, 2021

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

Via Certified U.S. Mail and Email:

davida@agiconsultants.com
Mr. David R. Armstrong
Armstrong Group Inc.
P.O. Box 92977
Albuquerque, NM 87199

**Re: Notice of Claim Pursuant to Section 13-20-803.5, C.R.S. of the Colorado
Construction Defect Action and Reform Act.**

Dear Mr. Armstrong:

As you know, this office represents Montrose County School District (MCS D). You are aware of the problems that have developed with the work of the roofing contractor, Skyline Roofing, Inc., at MCS D's Olathe and Centennial Middle Schools in conjunction with the MCS D 2019 re-roofing project which AGI oversaw as the "Architect". In particular, debris, including asbestos-containing material ("ACM"), found its way into both schools' plenums in conjunction with Skyline's "abatement and removal of the existing roof systems down to the metal decks". During Skyline's construction activities, AGI provided "full-time" observation services for MCS D. The debris apparently was not noticed until on or about February 1, 2021, after the project had been closed out and Skyline had been fully paid. The Colorado Department of Public Health and Environment subsequently directed MCS D to remove the ACM if it wanted to re-open the school buildings. The abatement work is well underway and will cost MCS D approximately \$1,300,000.

Immediately following discovery of the debris in the plenums, AGI, MCS D and Skyline participated in the search for the statutorily required performance bonds. As you know, that search ultimately proved to be unsuccessful, because Skyline never obtained the performance and payment bonds for Centennial and Olathe. Pursuant to the statute, C.R.S. § 38-26-106(1), as well as the contract documents that were prepared by AGI, the performance and payment bonds should have been posted before the performance of any of Skyline's work. Since that time, we have been in touch with the putative surety United Fire and Casualty. Its attorney has confirmed that Skyline never paid it any premiums, and that performance and payment bonds were never issued by United Fire. In the event, United Fire has refused to issue performance or payment bonds on the two projects. See attached letter from United Fire attorney Patrick Hustead.

Pursuant to its Agreement with MCS D, AGI, as the "architect", undertook a series of "tasks" for the re-roofing 2019 project, including preparation of contract documents, oversight of

APPENDIX P

the bidding process and "construction administration services". These services necessarily included making sure that Skyline had obtained and submitted the requisite bonds before construction activities began. Now it is too late, and MCSD has no security. We recognize that AGI's liability to MCSD for this oversight is contingent upon Skyline being unable to pay the full amount of what it ultimately owes to MCSD. But, Skyline's attorneys have indicated that Skyline will not be able to pay a substantial judgment and that bankruptcy would ensue in such an event. Moreover, MCSD is also incurring attorney's fees and costs directly attributable to AGI's breach of the contract.

We are also concerned about the nature, extent and quality of AGI's "full-time" observation services for Skyline's work. The information that MCSD has received to date indicates that a knowledgeable and capable full-time observer should have been concerned about Skyline's "means and methods" of abating and demolishing the original roof, and, at the very least, should have detected that roofing debris, including ACM, was getting into the schools' plenums. We are also concerned that Skyline may attempt to avoid or at least reduce its liability to the School District on the basis of AGI's apparently deficient observation services. All this remains to be seen.

So you will know, we are currently in communication with Skyline's attorneys. Skyline has indicated that it wants to have a pre-arbitration mediation that is required by the AIA General Conditions which AGI prepared for this project. Neither the date, place, nor the mediator's identity have been determined at this time. We believe that AGI has an obligation to participate in this mediation on its own behalf and expense. By means of this letter, we specifically invite AGI and its carrier to participate in this upcoming mediation.

The Construction Defect Action and Reform Act – C.R.S. § 13-20-801 *et seq.* – provides that, when a "construction professional", such as an architect, receives a CDARA Notice of Claim, it has an opportunity "to inspect the property and the claimed defect" within 30 days of the service of the Notice of Claim. Thereafter, the "construction professional" has 45 days to submit a response, including any offer of settlement. AGI, of course, has seen, or at least has had ample opportunity to see, the premises. If AGI wants to see the remedial abatement work, then please contact MCSD's Director of Property Services, Philip Bailey, or me at your earliest convenience. If not, we would appreciate a response from AGI or its representatives to this Notice of Claim within the allotted 45 days. In any case, please put AGI's carrier on notice of MCSD's claims against AGI as set forth herein. We will be contacting you shortly.

Sincerely,



Stephen G. Overall

CC: Mr. James Pavlich, MCSD Director of Safety and Security
Mr. Philip W. Bailey, MCSD Director of Property Services



DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

PO Box 368 • Hurricane, UT 84737
Phone 435-635-3172 • Fax 435-635-3223

TO: Phillip Bailey
Montrose County School District

DATE: 11/19/2020

FROM: Derrick Capps, Office Assistant

SUBJECT: Olathe Middle School Warranty Letter

Skyline Roofing, Inc warrants the roofing workmanship performed on the Olathe Middle School for two (2) years from this dated letter. This includes the Sika Sarnafil roof system.

We will not be responsible for holes and protrusions made in the roof system by others. We will not be responsible for the defaulting of any materials installed. Sika Sarnafil has its own manufacturer warranty. Requests for repairs need to be processed through Skyline Roofing, Inc., who is the authorized Sika Sarnafil contractor.

The installation of the roof has been completed in compliance with the job specifications.

A handwritten signature in blue ink, appearing to read "Adam Stout", is written over a horizontal line.

Adam Stout
President

11/19/2020

Date



PO Box 368 • Hurricane, UT 84737
Phone 435-635-3172 • Fax 435-635-3223

TO: Phillip Bailey
Montrose County School District

DATE: 11/19/2020

FROM: Derrick Capps, Office Assistant

SUBJECT: Centennial Middle School Warranty Letter

Skyline Roofing, Inc warrants the roofing workmanship performed on the Centennial Middle School for two (2) years from this dated letter. This includes the Sika Sarnafil roof system.

We will not be responsible for holes and protrusions made in the roof system by others. We will not be responsible for the defaulting of any materials installed. Sika Sarnafil has its own manufacturer warranty. Requests for repairs need to be processed through Skyline Roofing, Inc., who is the authorized Sika Sarnafil contractor.

The installation of the roof has been completed in compliance with the job specifications.

A handwritten signature in blue ink, appearing to read "Adam Stout", is written over a horizontal line.

Adam Stout
President

11/19/2020

Date

UTAH WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: Montrose County School District 2019 Reroofs PackageProperty Location: Montrose CountyUndersigned's Customer: Montrose County School DistrictPayment Amount Outstanding This Period: \$195,660.50

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned receives a check in the above referenced Payment Amount payable to the undersigned;
- (2) the check is properly endorsed; and
- (3) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to the final payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer .

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from the final payment promptly to pay in full all the undersigned's laborers, subcontractor's, material men, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Dated: 12/22/2020Company Name: Skyline Roofing, Inc.By: CHARA StoutIts: Secretary

DRAFT AIA® Document A101® – 2017

Exhibit A

Insurance and Bonds

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

« »
« »

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- « »
- [☐] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- « »
- [☐] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- « »
- [☐] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- « »
- [☐] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- « »
- [☐] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- « »
- [☐] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.
- « »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

- [« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [« »] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage**Limits****§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

Bond No. _____

BID BOND

The American Institute of Architects
AIA Document No. A310 (February, 1970 Edition)

DATE FILED: July 30, 2021 4:12 PM
FILING ID: 56EA0A5323C32
CASE NUMBER: 2021CV30037

KNOW ALL MEN BY THESE PRESENTS, that we Skyline Roofing, Inc.
P.O. Box 368 Hurricane, UT 84737

as Principal hereinafter called the Principal, and United Fire & Casualty Company
a corporation duly organized under the laws of the state of Iowa as Surety, hereinafter called the Surety,
are held and firmly bound unto Montrose County School District
930 Colorado Avenue, Montrose, CO 81402

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid. (5% 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 Montrose County School District 2019 Re-Roofs Package: Bid Lot #1
Montrose High School

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 material 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 10th day of May, 2019

[Signature]
Witness

Skyline Roofing, Inc.

Principal

By: [Signature]

Name/Title



[Signature]
Witness

United Fire & Casualty Company

Surety

By: [Signature]

Attorney-in-Fact



ORSC 21328 (5/97)

Bond No. _____

BID BOND

DATE FILED: July 30, 2021 4:12 PM

The American Institute of Architects

FILING ID: 56EA0A5323C32

AIA Document No. A310 (February, 1970 Edition)

CASE NUMBER: 2021CV30037

KNOW ALL MEN BY THESE PRESENTS, that we Skyline Roofing, Inc.
P.O. Box 368 Hurricane, UT 84737

as Principal hereinafter called the Principal, and United Fire & Casualty Company
 a corporation duly organized under the laws of the state of Iowa as Surety, hereinafter called the Surety,
 are held and firmly bound unto Montrose County School District
930 Colorado Avenue, Montrose, CO 81402

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid. (5% 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 Montrose County School District 2019 Re-Roofs Package: Bid Lot #3
Olathe Middle School

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 material 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 10th day of May, 2019

[Signature]
 Witness

Skyline Roofing, Inc.

Principal



By: [Signature]
 Name/Title

[Signature]
 Witness

United Fire & Casualty Company

Surety



By: [Signature]
 Attorney-in-Fact

ORSC 21328 (5/97)

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

DATE FILED: July 30, 2021 4:12 PM
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KNOW ALL MEN BY THESE PRESENTS, that we Skyline Roofing, Inc.
P.O. Box 368 Hurricane, UT 84737

as Principal hereinafter called the Principal, and United Fire & Casualty Company
a corporation duly organized under the laws of the state of Iowa as Surety, hereinafter called the Surety,
are held and firmly bound unto Montrose County School District
930 Colorado Avenue, Montrose, CO 81402

as Oblige, hereinafter called the Oblige, in the sum of Five percent of amount bid, (5% 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 Montrose County School District 2019 Re-Roofs Package: Bid Lot #5
Centennial Middle School

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 material 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 10th day of May, 2019

[Signature]
Witness

Skyline Roofing, Inc.

Principal

By: [Signature]

Name/Title



United Fire & Casualty Company

Surety

By: [Signature]

Attorney-in-Fact

[Signature]
Witness

ORSC 21328 (5/97)