

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan
District I

Douglas B. Monger
District II

M. Elizabeth Melton
District III

Commissioners' Daily COVID-19 Agenda July 23, 2020

Times listed on the agenda are approximations and may be longer or shorter, or being earlier than scheduled, with no notice. Agendas are subject to change 24 hours before the meeting start time. To ensure you have the most up-to-date information, please check the agenda after 24 hours of its start time.

If you are joining the meeting for a specific item, please join 10 minutes before the item to ensure you are present for the beginning of the item.

Please click the link below to join the webinar:

[https://us02web.zoom.us/j/85106670945?
pwd=UXZZSGx1O01Mc0s2cklGVk13Qld5UT09](https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1O01Mc0s2cklGVk13Qld5UT09)

Password: 522

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US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900
6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205
6099

Webinar ID: 851 0667 0945

Password: 522

The Routt County Board of County Commissioners or Board of Health may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to specific legal questions concerning Routt County's COVID-19 response.

- 1. 9:30 A.M. CALL TO ORDER**
- 2. 9:30 A.M. FAIR MANAGEMENT AND EXTENSION**
Consideration to approve the plans and budget for the 2020 Routt County Fair.

Presenters:

Tami Eggers and Todd Hagenbuch; Extensions office

Jill Delay, Fairgrounds

Ray DuBois, Public Works Director

Documents:

BCC AGENDA COMMUNICATION FORM - 2020 COUNTY FAIR PROGRAM
AND LOGISTICS UPDATE, 07.23.2020.PDF

3. **9:50 A.M. PURCHASING**
Julie Kennedy, Purchasing Agent

RFP 691 RC JUSTICE CENTER MEMBRANE ROOF REPLACEMENT

Consideration for approval of the award for the Routt County Justice Center Membrane Roof Replacement to CRW, INC. in the amount of \$220,780, authorization for the Chair to sign the notice of award, and authorization for the County Manager to electronically sign the purchase order.

Documents:

MEMO STYLE.PDF
RFP 691 RC JUSTICE CENTER MEMBRANE ROOF REPLACEMENT
BCC AGENDA COMMUNICATION FORM.PDF
ROUTT COUNTY RESPONSE TO DOUGLASS COLONY PROTEST OF
RFP 691.PDF
RFP 691 RC JUSTICE CENTER ROOF MEMBRANE REPLACEMENT BID
TABULATION.PDF
CRW QUOTE- ROUTT COUNTY RFP 691.PDF
RFP 691 DOUGLASS COLONY PROTEST LETTER 7.9.20.PDF

4. **10:05 A.M. COVID-19 WORK SESSION**

The Commissioners will address critical items for regular county and emergency operations related to the COVID-19 pandemic. Action may be taken and direction to staff may be given in relation to any of these items.

5. **11:00 A.M. COUNTY MANAGER UPDATE**

Executive session may be requested under C.R.S. Section 24-6-402(4)(f)(I)& (II) for discussion of a personnel matter and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees;

Documents:

BCC AGENDA COMMUNICATION FORM EXECUTIVE SESSION 7.23.20.PDF

6. **12:00 P.M. MEETING ADJOURNED**

Please click the link below to join the webinar:

[https://us02web.zoom.us/j/85106670945?
pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09](https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09)

Password: 522

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Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715
8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 851 0667 0945

Password: 522

All programs, services and activities of Routt County are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call the Commissioners Office at (970) 879-0108 to assure that we can meet your needs. Please notify us of your request as soon as possible prior to the scheduled event. Routt County uses the Relay Colorado service. Dial 711 or TDD (970) 870-5444.



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: July 23, 2020	ITEM TIME:

FROM:	Tami Eggers, Todd Hagenbuch, Jill Delay and Ray DuBois
TODAY'S DATE:	July 21, 2020
AGENDA TITLE:	2020 County Fair Program and Logistics Update

CHECK ONE THAT APPLIES TO YOUR ITEM:
<input checked="" type="checkbox"/> ACTION ITEM
<input type="checkbox"/> DIRECTION
<input type="checkbox"/> INFORMATION

I. DESCRIBE THE REQUEST OR ISSUE:
<p>The 2020 Routt County Fair is adapting to the worldwide COVID-19 pandemic by limiting the events to only the 4-H/FFA shows and junior livestock sale. Upon the recommendation of the Routt County Fair Advisory Board (FAB), the Routt County Board of County Commissioners (BCC) agreed in concept to the limited events and schedule. After weeks of collaboration and planning between FAB, the CSU Extension office, Routt County 4-H and County staff, the event schedule and operational logistics have been finalized.</p>

II. RECOMMENDED ACTION (<i>motion</i>):
<p>Motion to approve the plans and budget for the 2020 Routt County Fair.</p>

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):
PROPOSED REVENUE (<i>if applicable</i>): \$14,000
CURRENT BUDGETED AMOUNT:
PROPOSED EXPENDITURE: \$14,700
FUNDING SOURCE: Sponsorships
SUPPLEMENTAL BUDGET NEEDED: YES NO

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):
N/A



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

VI. LEGAL ISSUES:

N/A

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VIII. SUMMARY AND OTHER OPTIONS:

N/A

IX. LIST OF ATTACHMENTS:

None

Deanna Sanchez

From: Kyaira Reed <Kyaira@crwroofing.com>
Sent: Tuesday, July 7, 2020 3:13 PM
To: Julie Kennedy
Cc: Steve Faulkner; Zane Pinnt
Subject: RFP 691 Justice Center Roof Replacement - Alternate B Price Revision

Good afternoon Julie,

This email is to formally revise our submitted bid for Section 3, Alternate B of RFP 691 Justice Center Roof Replacement from \$10,000 to \$7,000.

Thank you,

Kyaira Reed
CRW, Inc. - Commercial Roofing & Weatherproofing
Western Slope Division
566 S Westgate Drive
Grand Junction, CO 81505
O. 970-241-1018
C. 970-640-1779



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: July 23, 2020	ITEM TIME:
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FROM:	J. Kennedy/S. Faulkner/R. DuBois
TODAY'S DATE:	July 16, 2020
AGENDA TITLE:	RFP 691 RC Justice Center Membrane Roof Replacement
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	
I. DESCRIBE THE REQUEST OR ISSUE:	
Request the Board of County Commissioners approve the award for the Routt County Justice Center Membrane Roof Replacement to CRW, INC. in the amount of \$220,780, the BCC Chair to sign the notice of award and authorization for the County Manager to electronically sign the purchase order.	
II. RECOMMENDED ACTION (motion):	
Motion by the Board of County Commissioners to approve the award for the Routt County Justice Center Membrane Roof Replacement to CRW, INC. in the amount of \$220,780, the BCC Chair to sign the notice of award and authorization for the County Manager to electronically sign the purchase order.	
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (if applicable):	
CURRENT BUDGETED AMOUNT: \$216,000	
PROPOSED EXPENDITURE: \$220,780	
FUNDING SOURCE: 50530313 805150 Capital Replacement \$150,000 5053013 801160 Replacement \$66,000	
SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
None	



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

The Routt County Purchasing Agent sent out RFP 691 to nine vendors and received seven proposals, two of which met the detailed specifications of the RFP, yet one of those had unacceptable exception clauses that was not of the best value to the County. The detailed bid tabulation is attached.

While at first glance the proposal from CRW, INC. appears to be the second highest bid, it meets all our specs for warranty without any exceptions to our request for liquidated damages beyond the completion date or responsibility of the contractor for the Justice Center interior during installation. In addition, our RFP requested a separate line item for a unit price for replacing the insulation as needed due to this being an “unknown” factor until the existing roof is removed and the damage assessed. CRW, INC. has provided the best price of \$1.95 / SF which is significantly lower than the \$6.50 /SF proposed by the other responsible proposal.

Both RC Purchasing and RC Facilities concur that CRW, INC. is the best value for the County and that time is of the essence for completing this project by October 15th, 2020 to avoid further damage to the building.

VI. LEGAL ISSUES:

None

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VIII. SUMMARY AND OTHER OPTIONS:

Recommend the Board of County Commissioners approve the award for the Routt County Justice Center Membrane Roof Replacement to CRW, INC. in the amount of \$220,780, the BCC Chair to sign the notice of award and authorization for the County Manager to electronically sign the purchase order.

IX. LIST OF ATTACHMENTS:

RFP 691 RC Justice Center Roof Membrane Replacement Bid Tabulation
CRW, INC. Quote dated June 24 and amended price confirmation on Alternate #2
Douglass Colony Protest Letter dated July 9, 2020
Routt County Manager’s reply to Douglass Colony dated July 15, 2020

July 15, 2020

Mr. Joseph Gross
Douglass Colony Group, Inc.
110 14th Avenue
Greeley, CO 80631

Delivered via Email

Dear Mr. Gross,

As the Routt County Interim Manager, I am in receipt of your protest letter dated July 9th, 2020 in response to the Routt County Purchasing Agent's recommendation of award for "RFP 691 Routt County Justice Center Roof Membrane Replacement" in which Douglas Colony Group, Inc. (Douglass Colony) states:

"Any exceptions listed are standard in the construction industry and in no way prevent Douglass Colony from adhering to the requirements of the RFP."

We do not agree with your explanation of the exceptions listed in your proposal. As this project was put out for bid as an RFP, the County is not required to accept the lowest price, but is required to select the most responsible proposal for the project and value to the County. In addition to the Purchasing Agent's position that the exceptions are unacceptable, we also provide additional reasons for not selecting Douglass Colony as the best solution below:

- **Unacceptable exceptions:**
 - **Liquidated Damages:** In the proposal response sheet section 4 the undersigned agrees that if the Contractor does not complete the work by the completion date, as that date may be modified in writing by change order, County shall be entitled to damages which the parties agree to liquidate at \$200 per day for each day that the Project remains unfinished beyond the completion date. In your proposal Douglass Colony stated that they would not be responsible for liquidated damages the owner may incur.
 - **Other unacceptable exceptions:** In your proposal it was stated that Douglass Colony assumes no responsibility for damage from dust, debris or water intrusion during replacement operations.
- **Other factors considered in the proposal evaluation:**
 - **Base Bid unit cost:** There is a significant unknown factor on the project which is the amount of damaged insulation that is concealed underneath the roof membrane that has been leaking for the last two years. Due to this unknown factor the base bid asked for a unit cost by the square foot to replace water damaged insulation. Assumptions have been made as to the actual amount of insulation that will need to be replaced. The successful bidder provided a unit cost of \$1.95 per square foot to replace damaged insulation. Douglass Colony provided a unit cost of \$6.50 per square foot. Given the unknown amount of damaged insulation at this time, and while unlikely, there is potential for up to or beyond 10,000 square feet of insulation that will need to be replaced. The unit cost at \$1.95 per square foot

- for additional insulation replacement is not a significant cost impact to the county whereas at \$6.50 per square foot it would be very significant.
- **Past performance issues with Douglass Colony.** As the original installer of the Justice Center roof membrane in 2007, the County contacted Douglass Colony in September of 2018 when the Justice Center started having leaks on the roof. Douglas Colony agreed to provide leak mitigation at a cost because the roof was out of warranty. Due to your slow response time, it wasn't until late October when you arrived to do the work. Douglas Colony showed up with an inadequate crew size and each day had to wait until mid-day to start working until it warmed up enough to install the materials. Your crew was from out of town and the County had to pay their travel expenses and finally Douglass Colony had to leave with the work unfinished as the weather had turned to winter. Subsequently, the County was left with a leaky roof for the remainder of the winter until the County could get another contractor up in the summer of 2019 to complete the mitigation.
 - **Past warranty issues:** Many of the leaks that occurred at the justice Center were caused by improper installation and the manufacture's product failure of the 400 lineal feet of walk pads around the solar array. Over the years the wind had blown most of them off and in doing so, it made numerous tears in the membrane. These tears in the membrane were one of the major causes of the water damage that we incurred. Although the roof was out of warranty at this time, Douglass Colony suggested that the manufacture may be willing to step up to the plate and cover some of the cost of replacing the walk pads. You were unsuccessful in getting the manufacture to pitch in and never completed fixing the damage due to your late arrival on site, inadequate crew size and the onset of winter.

For the reasons stated above, I feel it will not be the County's best interest to consider Douglass Colony for the project. As stated in RFP 691, page 5, Section 8, you are within your right to appeal my decision to the Routt County Board of County Commissioners within 7 business days. The County also is within their legal right not to withhold the award if delay will cause undue harm:

Decision:

The County Manager shall make a decision, in writing, on a protest within seven (7) working days after receiving all relevant, requested information. The decision shall inform the protestor of his or her right to appear to the Board of County Commissioners within seven (7) working days. Within fourteen (14) working days the Board of County Commissioners shall render a decision or state the time frame for the protest review. The decision of the BCC is final.

Withholding of Award:

When a protest has been filed before award, the County will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bid or proposal responses, the County will not open responses prior to the resolution of the protest, unless the County determines that:

- The items to be procured are urgently required
- Delivery or performance will be unduly delayed by failure to make the award promptly
- Failure to make prompt award will otherwise cause undue harm to the County and its citizens

The Routt County Facilities Manager and Project Manager for this project feels that the delay may put the project of not being completed within the timeline requested in RFP 691, and therefore cause more damage to the Routt County Justice Center over the course of the 2020-2021 winter.

Respectfully,



Mark Collins,
Interim Routt County Manager

Cc: Erick Knaus, Routt County Attorney
Ray DuBois, Routt County Facilities Director
Steve Faulkner, Routt County Facilities Manager
Julie Kennedy, Routt County Purchasing Agent



www.CRWcolorado.com

**REQUEST FOR PROPOSAL (RFP) #691
ROOF MEMBRANE REPLACEMENT
ROUTT COUNTY JUSTICE CENTER**

Zane Pinnt

Senior Project Manager/ Estimator & General Manager Western Slope Operations

Phone: (970) 270-3071

Email: zane@crwroofing.com

CRW, Inc.

1850 W Baker Ave.

Englewood, CO 80110

Phone: (720) 348-0438

Fax: (720) 348-0431

info@crwroofing.com

CRW Western Slope Office

566 S Westgate Drive

Grand Junction CO 81505

Phone: (970) 241-1018

Email: zane@crwroofing.com

Submittal Response Prepared By:

Zane Pinnt

CRW, Inc. – Western Slope Division

(970) 241-1018

zane@crwroofing.com

By: _____

Zane Pinnt

Date: _____

6/24/20



**REQUEST FOR PROPOSAL (RFP) #691
ROOF MEMBRANE REPLACEMENT
ROUTT COUNTY JUSTICE CENTER
ROUTT COUNTY, COLORADO**

PROPOSAL RESPONSE SHEET (page 1)

Date: June 24, 2020

Routt County Public Works Department

Attn: Steve Faulkner
Facilities Manager
136 6th Street, Suite 108
Steamboat Springs, CO 80487-5289

RE: Routt County Justice Center Roof Membrane Replacement
1955 Shield Drive
Steamboat Springs, Colorado 80487

To Invited Bidder:

Having carefully examined the Request for Proposal, Contract Documents, Specifications and Drawings for the above referenced project, as well as the site upon which the work is to be performed, and all conditions affecting the application of the work:

1. The UNDERSIGNED proposes and agrees to furnish all labor, materials, taxes, liability insurance, worker's compensation insurance, bid and performance bonds, applicable permits, and equipment necessary to perform all WORK, as specified in the bid documents.
2. **Roof Membrane Replacement:** Remove and properly dispose of existing fully-adhered TPO membrane roofing materials, remove and replace wet or damaged existing polyisocyanurate insulation (assume 500 square feet included in bid), mechanically fasten new ½-inch high density polyisocyanurate coverboard to existing steel roof deck, and install a new 60-mil, non-reinforced EPDM membrane with spray applied bonding adhesive.
 - a. **Base Bid:** Remove existing TPO membrane and install new 60-mil EPDM fully adhered roof system, as shown and described in the construction documents for a lump sum price of:
 1. For the total lump sum price of Two hundred thirteen thousand seven hundred eighty Dollars (\$ 213,780.00).
 2. Unit Cost to replace wet or damaged polyisocyanurate insulation in excess of 500 square feet. Cost per square foot by 2 ½ "inch: One dollar and ninety five cents per Dollars (\$ 1.95/sq. ft.) sq. ft

**REQUEST FOR PROPOSAL (RFP) #691
ROOF MEMBRANE REPLACEMENT
ROUTT COUNTY JUSTICE CENTER
ROUTT COUNTY, COLORADO**

PROPOSAL RESPONSE SHEET (page 2)

3. Alternates:

a. **Alternate #1:** In lieu of installing a new high density ½-inch polyisocyanurate cover board, install 1-inch polyisocyanurate flat insulation mechanically attached and a new foam-adhered ½-inch gypsum coverboard. Lump sum price of Alternate #1:

1. Two hundred sixty thousand eight hundred fifty two Dollars
(\$ 260,852.00)

b. **Add Alternate #2:** In lieu of having interior building access to roof, install temporary exterior scaffolding to access roof area compliant with safety, industry, and local code requirements and with access and staging locations approved by the Owner. Lump sum price of Add Alternate #2:

1. Ten thousand Dollars
(\$ 10,000.00)

c. **Add Alternate #3:** Furnish and install new 2-foot by 2-foot, textured, fully adhered walk pads to match existing walk pad layout. Lump sum price of Add Alternate #3:

1. Nineteen thousand seven hundred seventy three Dollars
(\$ 19,773.00)

4. The UNDERSIGNED agrees to start work within 30 CALENDAR DAYS after the award of the contract with a start date on August 3, 2020 and to substantially complete the work within 45 CALENDAR DAYS with a substantial completion date on Sept. 15, 2020. County and Contractor agree that, in the event Contractor does not complete the work by the Completion Date, as that date may be modified in writing by change order, County shall be entitled to damages which the parties agree to liquidate at \$200 per day for each day the Project remains unfinished beyond the Completion Date.

5. The UNDERSIGNED agrees to sign a contract to perform these services within ten (10) business days after receiving notification of the award of the Contract, provided the award is made within thirty (30) business days after the bid date.

6. The UNDERSIGNED agrees that all changes to the scope of the work from the contract requirements will be in accordance with the following unit prices:

a. **Markup Pricing:** To perform any additional work not included in contract at the following rates:

- 1) Markup on **Actual** Labor Cost: \$ 10% overhead and 10% profit % =20% total
- 2) Markup on **Actual** Materials Cost: \$ 10% overhead and 10% profit % =20% total

**REQUEST FOR PROPOSAL (RFP) #691
ROOF MEMBRANE REPLACEMENT
ROUTT COUNTY JUSTICE CENTER
ROUTT COUNTY, COLORADO**

PROPOSAL RESPONSE SHEET (page 3)

Receipt of Addendum(s) Number 1 & 2 are hereby acknowledged.

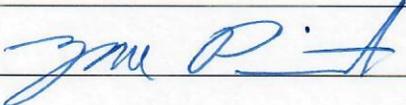
Company Name: CRW, Inc.

Mailing Address: PO Box 631 067 Highlands Ranch, CO 80163

Physical Address: 566 S. Westgate Dr. Grand Junction, CO 81506

Phone Number: 970-241-1018

Email Address: zane@crwroofing.com

Authorized Signature: 

Printed Name: Zane Pinnt

Title: Western Slope GM



www.CRWcolorado.com

**SUPPLEMENTAL INFORMATION
REQUEST FOR PROPOSAL (RFP) #691
ROOF MEMBRANE REPLACEMENT
ROUTT COUNTY JUSTICE CENTER**

11) WARRANTY

- a) Offeror shall specify warranty terms and conditions and supply supporting documentation regarding warranty, if available. Warranty service must be performed at the Routt County on-site location. Specify location of closest provider for warranty repairs and service for proposed equipment.
Specify Warranty: Firestone Red Shield 20 Year NDL Warranty 55 MPH
Closest Warranty Provider: CRW, Inc. – 38895 Mud Alley, Steamboat Springs, CO
Additional Warranties (if available): 2 Year Contractor's Workmanship Guarantee
Cost associated: Included in Base Bid

12) ORGANIZATION INFORMATION

- How many years has the Contractor been in business: 17
How many years in business under its present name: 17
Date your organization was formed: 2004
Name of President or Owner: Peter Holt
Name(s) or partner(s): Liz Holt
List jurisdictions and trade categories in which your organization is legally qualified to do business:
Routt County, Mesa County, Pitkin County, Multiple Front Range Jurisdictions
Indicate registration or license numbers where applicable: C-10005
Type of business organization:
Sole Proprietorship
Partnership
Limited Partnership
Joint Venture
Corporation X State in which incorporated: Colorado
Under what other former names has the Contractor operated? None



FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS, AND LIMITATIONS



Warranty No:
Project No:
Start Date:

Building Identification: Routt County Justice Center
Building Address: 1955 Shield Dr. Steamboat Springs, CO
Building Owner: Routt County
Installing Contractor: CRW, Inc.

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Limited Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes (regardless of wind speed), tornadoes, microbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Materials or which impair the System's or Material's ability to perform properly; Failure by Owner to use reasonable care in maintaining the System or Materials. Said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at www.firestonebpco.com; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, or the failure of wood nailers to remain attached to the structure; Construction generated moisture, condensation or infiltration of moisture in, from, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals or the reactions between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone specifications, not completed by a Firestone-licensed applicator and/or completed without proper notice to Firestone Warranty Services; The design of the System: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure. Such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by the regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the System or Installation not specifically accepted in writing by Firestone to be included in warranty coverage; or, Change in building use or purpose.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation or repairs to the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone's written approval.

Access. During the term of this Limited Warranty, Firestone's designated representatives or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System or Materials that are due to delays associated with said restrictions.

Waiver & Severability. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

Disputes. Any dispute, controversy or claim between Owner and Firestone concerning this Limited Warranty, or relating to any Material supplied or specifically required by Firestone, shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Firestone do not resolve the dispute, controversy or claim in mediation, Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding or claim other than in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone
Firestone Building Products

Firestone Building Products Company
200 4th Avenue South • Nashville, TN 37201
800-428-4442 • firestonebpco.com

1001.002.2019

FIRESTONE RED SHIELD™ ROOFING SYSTEM LIMITED WARRANTY



Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Installing Contractor:

Roof Area Warranted 20
Red Shield – Material Type – XX Years – 55 MPH

Square Footage: XXXXX

Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the warranty period indicated above to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand materials due to: (1) normal weathering, (2) manufacturing defects, or (3) workmanship in the application of the System.

TERMS, CONDITIONS, AND LIMITATIONS

Products Covered. The System shall mean only the Firestone branded roofing membranes, Firestone branded roofing insulations, Firestone branded roofing metal, and other Firestone branded roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this Red Shield™ Roofing System Limited Warranty ("Limited Warranty").

Notice. In the event that a leak occurs in the System, Owner must give notice to Firestone Warranty Services in writing or by telephone within thirty (30) days of the occurrence of the leak. By so notifying Firestone, Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty to be made at Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by Owner to make these repairs in a reasonable manner using a Firestone-licensed applicator and within sixty (60) days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on the cost to repair a warranted leak.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a leak or damage is caused by: Hail; Winds of peak gust speed at or in excess of 55 MPH calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Storage of materials or equipment on the roof not specifically accepted in writing by Firestone; Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or, Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall notify Firestone in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to, Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Firestone's approval for a roof modification, or failure to provide required documentation, shall render this Limited Warranty null and void.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By:

Authorized
Signature:

SAMPLE

Title:

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone
Firestone Building Products

1003.002.2019



CRW Company Profile

www.CRWcolorado.com

CRW, Inc.

1850 W Baker Ave.
Englewood, CO 80110
Phone: (720) 348-0438
Fax: (720) 348-0431
www.crwroofing.com

CRW Western Slope Office

566 S Westgate Drive
Grand Junction CO 81505
O: (970) 241-1018

Est. 2004 – S Corporation – President: Peter Holt
Total Employees: 57
Number of Office Locations: (2) – Denver, CO & Grand Junction, CO

OVERVIEW

CRW, Inc. was formed and incorporated in the State of Colorado in 2004 under the direction of the owner and founder, Pete Holt. Since inception, CRW has provided quality-roofing and weatherproofing services to its customers throughout Colorado and Southern Wyoming. Our two office locations, Denver and Grand Junction, employ the most experienced and talented roofers in the industry. At CRW, we align ourselves with our customers as partners to assist them in the repair, maintenance and management of their roofing assets. CRW specializes in all types of commercial and industrial roofing systems including; single-ply membrane systems, hot and cold asphaltic systems, concrete tile, composition shingles and metal roofing systems. Our clients include public and private schools, Local, State, & Federal govt., commercial and retail facilities, property managers, industrial and warehouse facilities, hospitals and institutional facilities. CRW is a certified and authorized applicator for most leading roof system manufactures including; Carlisle, Versico, Johns Manville, Firestone, Tremco, Neogard Roof Coating System, Certainteed, Tamko, Berridge Metal Roof systems and AEP Metal Roof systems.

Roofing and Weatherproofing Services Include:

Full Service Commercial Roofing Contractor
24hr. Emergency Response – Roof Leak Repair
Photo Documented Roof Repair Services
Vertical and Horizontal (above grade applications) Waterproofing and Concrete Coating Systems
Transferable Annual or Multi Year Preventive Maintenance Programs
Roof Replacements, Inspections, Reporting and Budgeting Services

566 S Westgate Drive • Grand Junction • CO • 81505 • T (970) 241-1018 • F (720) 348-0431





www.CRWcolorado.com

Personnel - Roles & Responsibilities for Potential Re-roof Project

Zane Pinnt

Senior Project Manager/ Estimator & General Manager Western Slope Operations

• 22 years experience in roofing and managing private, public and government re-roofing projects

C: 970-270-3071

E: zane@crwroofing.com

Pete Holt

President/Owner

Project Management Support - Denver Operations

O: 720-348-0438

E: pete@crwroofing.com

Sarah Funk

Accounting/Bookkeeping - Denver Operations

O: 720-348-0438

E: sarah@crwroofing.com

Don Pinnt

Quality Control/ Safety Supervisor

C: 970-250-6844

Isaac Redding

Superintendent/ Senior Production Foreman

C: 970-644-1303

E: isaac@crwroofing.com

Kyaira Reed

Office Manager Western Slope Division

C: 970-640-1779

E: kyaira@crwroofing.com





CRW Project/Trade References

www.CRWcolorado.com

Project Examples:

<u>Project</u>	<u>Owner</u>	<u>Cost of Work</u>	<u>Date of Completion</u>
Holy Cross Energy 3799 Hwy 82, Glenwood Springs, CO 81602 30 Yr. 90 Mil. EPDM Roof Replacement	Holy Cross Energy PO Box 2150, Glenwood Springs, CO 81602 970-945-5491	\$176,325	July 2017
Roaring Fork School District Admin Bldg. 1405 Grand Ave., Glenwood Springs, CO 81601 30 Yr. 90 Mil. EPDM Tear Off and Re-roof	Roaring Fork School District RE-1 1405 Grand Ave., Glenwood Springs, CO 81601 970-384-6000	\$150,048	Dec 2017
Pitkin County River Park Building 123 Emma Road, Basalt, CO 81621 20 Yr. 60 Mil. TPO Tear Off and Re-roof	Board of County Commissioners Pitkin County 123 Emma Road, Basalt, CO 81621 970-920-5396	\$156,448	Sept 2017
Delta Montrose Electric Association 11925 6300 Road, Montrose, CO 81402 20 Yr. 60 Mil. TPO Rhinobond Tear Off and Re-roof	Delta Montrose Electric Association PO Box 910, Montrose, CO 81402 877-687-3632 Project Reference: DMEA Junior Aragon 970-240-1252	\$475,000	Nov 2017
Palisade High School 3679 G Road, Palisade, CO 81526 20 Yr. 60 Mil. EPDM Ballast Swap Out	Mesa County School District 51 2115 Grand Ave., Grand Junction, CO 81501 970-254-5100 Project Reference: Asset Engineering Sam Tilford 970-245-0228	\$954,825	Dec 2018
Grand Mesa Middle School 582 31 ½ Road, Grand Junction, CO 81504 20 Yr. 60 Mil. EPDM Ballast Swap Out	Mesa County School District 51 2115 Grand Ave., Grand Junction, CO 81501 970-254-5100 Project Reference: Division 7 Design Greg McClure 970-361-7032	\$549,211	August 2018
Steamboat Springs Schools 39610 Amethyst Drive 39620 Amethyst Drive Steamboat Springs, CO 80487 20 Yr. 60 Mil. EPDM Roof Replacement	Steamboat Springs School District RE-2 325 7 th Street Steamboat Springs, CO 80487 970-871-3199 Project Reference: SS School District RE-2 Pascal Ginesta 970-871-3188	\$1,100,000	Sept 2018



Colorado Mesa University Health Sciences 2021 N 12 th Street Grand Junction, CO 81501 20 Yr. 60 Mil. TPO Roof Replacement	Colorado Mesa University 1100 North Ave. Grand Junction, CO 81501 970-248-1020 Project Reference: Colorado Mesa University David Taylor 970-248-1515	\$81,238	Dec 2019
Combined Law Enforcement Facility 2027 Shield Drive Steamboat Springs, CO 80487 40 Yr. 145 Mil. Fleeceback EPDM Roof System	Calcon Constructors 2270 W Bates Ave. Englewood, CO 80110-1215 970-879-1976 Project Reference: Calcon Constructors Jim Kohler 970-879-1976	\$622,657	Dec 2019
Truscott Employee Housing 17 Truscott Place Aspen, CO 81611 20 Yr. 60 Mil. EPDM Roof Replacement	City of Aspen 130 South Galena Street Aspen, CO 81611 970-920-5000 Project Reference: City of Aspen Evan Pletcher 970-429-1779	\$840,077	In Progress

Bank Reference:

First Bank
101 W County Line Road, Littleton CO 80129
Contact: Lauren Cheney
303-347-5901

Trade References:

Firestone Building Products
4 Inverness Court East, Suite 150, Englewood, CO 80112
Tanner Broerman
303-756-3657

Elite Roofing Supply
4700 Dahlia Street, Denver, CO 80216
Mike Lesisko
303-309-1677

Johns Manville
10100 West Ute. Ave., Littleton, CO, 80127
Andrew Hahn
1-800-345-9597

Peachtree True Value
2963 North Avenue, Grand Junction, CO 81504
Dan Kelly
970-245-1736

Bonding Company:

Surescape Insurance Services, LLC
7800 S Elati Street, Ste. 100, Littleton, CO 80120
Cindy Burnett
303-225-8030

Insurance Company:

CoWest Insurance Group
PO Box 910, Castle Rock, CO 80104
Stacie Barton
303-688-9597





Headquarters
5901 E. 58th Ave.
Commerce City, CO 80022
303.288.2635

Greeley
110 14th Ave.
Greeley, CO 80631
970.352.2040

Colorado Springs
3131 N. Century St.
Colorado Springs, CO 80907
719.633.6222

July 9th, 2020

ATTN: Julie P. Kennedy, Purchasing Agent II
Routt County Purchasing Department
136 6th Street, Suite 110
Steamboat Springs, CO 80487

Reference: **RFP# 691 Routt County Justice Center Roof Membrane Replacement**

Governing body,

I am writing to file an official protest to the award decision for the referenced project. The reason noted for rejection of my proposal is "exceptions are unacceptable". All aspects detailed in the RFP, drawings and specifications were addressed and accepted within the scope of work we are proposing. Any exceptions listed are standard in the construction industry and in no way prevent Douglass Colony from adhering to the requirements of the RFP. Our proposal was complete in every way, and our price represents a cost savings of \$54,943.00. We believe the exceptions rejected may have been interpreted inaccurately and request the opportunity to make our case to you.

Thank you for your careful consideration on this matter. Please contact my office if I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Gross', written over a light blue horizontal line.

Joseph Gross
Sales – Northern Division
jgross@douglasscolony.com
O: (303) 288-2635 C: (970) 396-3011



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

ITEM DATE: 7/23/20	ITEM TIME: 11:00am
---------------------------	---------------------------

FROM:	Mark Collins
TODAY'S DATE:	7/22/20
AGENDA TITLE:	<p align="center">Discussion of employee compensation matter</p> <p><i>Executive session may be requested under C.R.S. Section 24-6-402(4)(f)(I)&(II) for discussion of a personnel matter and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees;</i></p>
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input type="checkbox"/> ACTION ITEM	
<input checked="" type="checkbox"/> DIRECTION	
<input checked="" type="checkbox"/> INFORMATION	
I. DESCRIBE THE REQUEST OR ISSUE:	
Discussion of employee compensation matter	
II. RECOMMENDED ACTION (motion):	
Go into executive session for purposes of discussion on employee compensation matter.	
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (if applicable):	
CURRENT BUDGETED AMOUNT:	
PROPOSED EXPENDITURE: N/A	
FUNDING SOURCE:	
SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input type="checkbox"/>	
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
None	
V. BACKGROUND INFORMATION:	
VI. LEGAL ISSUES:	
VII. CONFLICTS OR ENVIRONMENTAL ISSUES:	
VIII. SUMMARY AND OTHER OPTIONS:	



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

IX. LIST OF ATTACHMENTS: