

303-933-4888 OFFICE

303-429-0840 FAX

WWW.TRYDELTA.COM

CONTENTS AND INSTRUCTIONS:

1. New Subcontractor Letter.

Please read completely. You may keep this for your records

2. Declaration of Independent Contractor Status Form.

Complete and Return this form if you do <u>NOT</u> have Worker's Compensation Insurance. THIS FORM MUST BE NOTARIZED.

- **3. W-9.** Please complete and Return.
- 4. Subcontractor Agreement.

Please Read. Initial each page, Sign the last page and return.

5. Subcontractor Affidavit - Employee Background Screening:

Please Read Page 4 of the Subcontractor Agreement. This page will provide the background requirements for working on Delta jobs.

Please run a background check for every person who will be working on Delta jobs.

Please keep the background check in your files – do not send it to Delta.

Please complete this form, attesting that you have completed the background check and the employees meet the requirements as stated on Page 4 of the Subcontractor Agreement.

THIS FORM MUST BE NOTARIZED.

THIS FORM MUST BE SUBMITTED ANNUALLY NO LATER THAN APRIL 30.

6. Violent Crime Control Form

Please complete and Return.

THIS FORM MUST BE SUBMITTED ANNUALLY.

7. About You.

Please complete and Return.

8. Subcontractor-Carpenter Checklist

Please complete and Return.

9. Subcontractor Payment Instructions.

Provides you with information on how to get paid. Please Read and Keep.

10. Insurance Requirements for Subcontractors and Sample Insurance Certificate

Please give these two pages to your insurance agent and ask them to email or fax your insurance certificate direct to us.



5535 W 56TH AVE, SUITE 104 ARVADA, CO 80002

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Dear Subcontractor/Vendor applicant:

Thank you for your interest in becoming a part of Delta Disaster Services. Due to the nature of our business and our clientele, we must be in receipt of the following items <u>prior</u> to consideration of your company for any assignment:

- GENERAL LIABILITY INSURANCE: One copy of your current Certificate of General Liability Insurance with a minimum of \$1 million per occurrence and \$2 million aggregate coverage. Delta Disaster Services must be shown as the certificate holder and be named as an additional insured for all work performed by Subcontractor including completed operations. Subcontractor's policy will be primary and non-contributory with any insurance maintained by Delta Disaster Services. No exclusions can be attached for residential work. You will need to contact your insurance agent or carrier for this; it will typically take no more than 24 to 48 hours, but please contact them immediately and have a copy faxed or emailed to us.
- **VEHICLE LIABILITY INSURANCE:** With a minimum of \$1,000,000 in coverage.
- WORKERS COMPENSATION OR INDEPENDENT CONTRACTOR STATUS FORM: One copy of your current Certificate of Workers Compensation Insurance including a waiver of subrogation in favor of Delta Disaster Services or, if you are an independent contractor and do not carry WC insurance, complete in full the "Declaration of Independent Contractor Status Form" (included in this packet), have the form notarized, and return to DDS. To expedite your screening process, you may fax a copy of the form as soon as it has been notarized, then return the original to us via US Mail.
- <u>W-9:</u> One copy of a completed IRS Form W-9 with your current business address and your Taxpayer Identification Number your EIN if you are a registered business or your SS Number if you are not.
- <u>SUBCONTRACTOR AGREEMENT:</u> This agreement is required for all subcontractors. Please read the entire agreement, initial each page and sign the last page. Please return the entire agreement to the Delta Disaster Services office.
- **BACKGROUND AFFIDAVIT**: Per the Subcontractor Agreement, we must request background checks on all subcontractors. Please read the agreement and the Affidavit and return to Delta Disaster Services.

Again, thank you for your interest, and we look forward to working with you. Once you have been selected for assignment, all of the above must remain in full effect, and Delta Disaster Services must be notified of any changes within 48 hours of such changes occurring. Should you have any questions or concerns regarding our policies, standards, requirements, or any other matter, please do not hesitate to contact us.

Brittany Ulery Construction Coordinator bulery@trydelta.com Angela Schwiethale Accounts Payable Administrator ap@trydelta.com Lynn Spann HR Administrator lspann@trydelta.com



THIS FORM IS FOR SOLE PROPRIATORS WHO DO NOT HAVE WORK COMP INSURANCE



Declaration of Independent Contractor Status Form

JSE YOUR NAME NOT Y	We certify UNDER PENALTY OF PERJURY that: (name and trade name)						
AM	performing (type of work)						
Z	Address: Phone:						
Ž	is an independent contractor (IC) and is not an employee of the following policyholder (PH): DELTA DISASTER SERVICE Address: \$535 w. 56 Ave favable to Policy # 4/3/27 Phone: 303.933-4888						
USE	Address: \$535 W. 564 Ave Anvada Co Policy # 4/3/21 Phone: 303.933- 4888						
PLEASE COMPLETE SECTION 2. PLEASE READ AND INITIAL EACH AND HAVE NOTARIZED	We also certify, by OUR initials WHERE APPLICABLE, that the above business for which the above individual performs services meet the following criteria: IC PH. WI. The business DOES NOT require the individual to work ONLY for the business for whom services are performed (except that the individual may DECIDE to work only for the business for a definite period); IC PH The business DOES NOT establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed); IC PH The business DOES NOT pay the individual a salary or an hourly rate instead of a fixed or contract rate; IC PH The business DOES NOT terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract; IC PH The business DOES NOT provide more than minimal training for the individual; IC PH To business DOES NOT provide tools or benefits to the individual (except that materials and equipment may be supplied); IC PH To business DOES NOT dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established); IC PH To business DOES NOT pay the individual personally instead of making payment or checks payable to the trade or business name of the individual; IC PH To business DOES NOT combine the business operations in any way with the individual's business operations instead of maintaining all such operations separately and distinctly. **GERTIFICATION BY INDEPENDENT CONTRACTOR** THE INDEPENDENT CONTRACTOR UNDERSTANDS THAT HE/SHE: **WILL NOT BE ENTITLED TO ANY WORKERS' COMPENSATION BENEFITS IN THE EVENT OF INJURY.** **IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ALL MONEY EARNED WHILE PERFORMING SERVICES FOR THE						
EASE ID HA	• IS REQUIRED TO PROVIDE WORKERS' COMPENSATION INSURANCE FOR ALL WORKERS THAT HE/SHE HIRES.						
ë. A P	Independent Contractor Signature Title Social Security # STATE OF COLORADO, COUNTY OF						
	Subscribed and sworn before me by this day of						
	NOTARY PUBLIC Commission expires:						
	Acceptance of the Independent Contractor named on this form does not change any party's responsibility under the Workers' Compensation Act. If individuals or organizations hired or contracted by the Independent Contractor are not covered by other workers' compensation insurance, the policyholder specified on this form will be charged premium for coverage of those individuals or organizations. 4. DO NOT COMPLETE THIS SECTION.						
DO NOI COME FOR DELTA USE ONLY!	I certify that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status, the proper premium can be assessed.						
JA I	Signature Title						
DO NOI CO FOR DELTA	STATE OF COLORADO, COUNTY OF						
8 g	Signature Title STATE OF COLORADO, COUNTY OF Subscribed and sworn before me by thisday of,						
	Commission expires:						
4	NOTARY PURI IC						



Request for Taxpayer Identification Number and Certification

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

iiitoiiiai i	overlad colvido					
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
page 2.	Pusiness name/disregarded entity name, if different from above					
uo s	Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	te certain en instruction	tions (codes a tities, not indi ns on page 3): ayee code (if a	ividuals; see :		
Print or type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box i the tax classification of the single-member owner.	_ or Exemption	Exemption from FATCA reporting code (if any)			
흔빌	Other (see instructions) ►		,	(Applies to accounts maintained outside the U.S.)		
ecific	5 Address (number, street, and apt. or suite no.)	Requester's na	me and address	s (optional)		
See Sp	6 City, state, and ZIP code	_				
	7 List account number(s) here (optional)					
Part	Taxpayer Identification Number (TIN)					
backup residen	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to aw withholding. For individuals, this is generally your social security number (SSN). However, 1 alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other it is your employer identification number (EIN). If you do not have a number, see <i>How to general</i>	for a	I security numl	per		
	the account is in more than one name, see the instructions for line 1 and the chart on page	Form	over identificat	ion number		
	es on whose number to enter.	4101	-			
Part	Certification	<u> </u>				
Under	penalties of perjury, I certify that:					
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting for	r a number to b	e issued to m	ie); and		
Serv	not subject to backup withholding because: (a) I am exempt from backup withholding, or (bice (IRS) that I am subject to backup withholding as a result of a failure to report all interest inger subject to backup withholding; and					
3. I am	a U.S. citizen or other U.S. person (defined below); and					
4. The I	ATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is correct.				
becaus interest general	ation instructions. You must cross out item 2 above if you have been notified by the IRS to you have failed to report all interest and dividends on your tax return. For real estate transpaid, acquisition or abandonment of secured property, cancellation of debt, contributions to y, payments other than interest and dividends, you are not required to sign the certification ons on page 3.	sactions, item 2 to an individual	does not appretirement an	oly. For mort rangement (tgage (IRA), and	
Sign Here	Signature of U.S. person ► D	ate ▶				

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



SUBCONTRACTOR AGREEMENT

This document shall serve as a blanket agreement for and between Delta Disaster Services, **Contractor**, and the undersigned known as **Subcontractor**. Both Subcontractor and Contractor agree to the terms set forth herein. This agreement shall remain in force from the date signed and from year to year, unless a change is agreed to in writing by both Contractor and Subcontractor. The parties agree to the following:

GENERAL PERFORMANCE: All work of the Subcontractor will be performed in a good and workmanlike manner in accordance with the scope, plans and specifications for each job provided by Contractor and must comply with all Federal and State laws, codes and regulations and all county and/or municipal ordinances and regulations effective where the work is to be performed. All permits, fees, taxes, sales and use tax and expenses are to be paid by the Subcontractor unless otherwise agreed to before starting the work. **No work is to be subcontracted or contracted to other individuals or companies without prior approval from Delta Disaster Services.**

INDEPENDENT CONTRACTOR: The Contractor and Subcontractor agree that the Subcontractor is being hired solely as an Independent Contractor and that neither the Subcontractor, nor his employees shall be deemed to be employees of the Contractor.

- 1. SCHEDULING: ALL scheduling with a customer/homeowner by Subcontractor must be preapproved by Delta Disaster Services. Pre-approved schedules will be the only schedules honored, upheld and/or acknowledged. All schedule changes or cancellations must be made with a minimum of 48 hours notice. Once Subcontractor has accepted a project, you will be expected to complete the project according to the scope and schedule agreed. Once you have agreed to a schedule and start date, you will be expected to start on the agreed to date and time and finish the project as scheduled.
- 2. TIME: The Subcontractor agrees to promptly begin work as soon as notified by the Contractor and to complete the work in a <u>professional and workmanlike</u> manner within a mutually agreed period of time. Subcontractor agrees to cooperate with other trades on the jobsite so that each may reasonably complete their work within the required time frames. Subcontractor shall provide competent supervision, skilled workers and materials to maintain Contractor's work schedule. Subcontractor warrants to Contractor that he/she has all proper and necessary licenses and permits to perform the services contracted for by Contractor.

Subcontractor Initial _	
DDS Initial	

- 3. If Contractor determines that Subcontractor's work does not conform to the provisions of the Drawings and Specifications provided by Contractor, or that the work is not of appropriate quality, Contractor shall advise Subcontractor, and if Subcontractor does not correct such defects or errors on Contractor's time table, Contractor shall have the right to correct the defects and to charge back the Subcontractor the cost of such corrections.
- 4. In the event that any customer of the Contractor refuses to allow any subcontractor to return to remedy or correct any defect or error in workmanship, such customer decision shall be binding on Contractor and Subcontractor, and any other provision providing for such corrections in this Agreement shall be treated as non-existing, and the parties shall be allowed to proceed as if such terms were never part of this agreement.

EXTRAS: Work is typically contracted on a pre-agreed to amount (budget), inclusive of labor and material. The total payment is based on approval from the paying source. No deviations from the work specified and agreed to will be permitted or paid for unless a written extra work or change order is first agreed upon and signed as required. Subcontractor shall not solicit or agree to do additional work direct with the customer without the authorization of Delta Disaster Services.

- 1. **ADDITIONAL WORK:** Delta Disaster Services is required to warrant all work performed by our Subcontractors. For this reason, no subcontractor is to do additional work for any customer/homeowner without written approval of the Delta Disaster Construction Supervisor. Furthermore, all subcontractors are prohibited from discussing pricing and/or costs with a customer/homeowner unless approved in advance by the Delta Disaster Services Supervisor.
- 2. DAMAGES: Should a Subcontractor be responsible for causing damages in or to a customer's home or business, the Subcontractor must notify the Delta Disaster Services Supervisor as soon as they are made aware of the problem or issue. Under no circumstances, can they send another person or entity to do the repairs. (For example, a flooring subcontractor damages the drywall and sends a drywall contractor to repair the damages) Once it has been established that a Subcontractor is responsible for causing damages in or to a customer's home, Delta Disaster Services will notify the Subcontractor within 24 hours of being put on notice of the damages. If this is an emergency situation, Delta Disaster Services will respond immediately. The Subcontractor will be given 24 hours to respond, inspect, and/or acknowledge notice of the damages. Should the Subcontractor fail to respond, it will be assumed by Delta Disaster Services, that the Subcontractor is assuming full responsibility and will reimburse Delta Disaster Services in full for any costs incurred including any and all fees for legal action in the event of a dispute between Delta Disaster Services and the subcontractor.

Subcontractor Initial	
DDS Initial	

ASSIGNMENT: No assignment of this Subcontractor Agreement by Subcontractor is permitted without prior written permission from the Contractor.

MECHANICS LIEN: Subcontractor shall furnish partial and final lien waivers when required. Any assertion or claim by Subcontractor may be treated by Contractor as a default of the contract and Contractor may take action as it deems necessary to mitigate its damages and charge the cost and expense to the Subcontractor.

CONFIDENTIALITY: Subcontractor acknowledges that while performing the duties for the Contractor, they may learn of certain proprietary and Confidential Information regarding the Contractor or the Contractor's business contacts. The Subcontractor may not share any of this information with any person or entity and will immediately inform Contractor if they learn of any disclosure of Confidential Information. Subcontractor may not use Confidential Information for its own use or the use of others.

CLEAN-UP: Subcontractor agrees to clean up all debris, trash, and refuse generated by his own or his employees work at the end of each day. Subcontractor further agrees to remove all boxes, crates, or containers that may have been used to bring materials or fixtures to the job site. In the event the Subcontractor fails to comply with the above Contractor may back charge the Subcontractor for the cost of the debris removal and clean up.

DEFAULT: If Subcontractor defaults in the performance of any of his duties or obligations, and default continues after verbal or written notice, Contractor may immediately terminate this Agreement. Subcontractor shall be due only such sums for approved work up until termination and shall furnish lien waivers to Contractor upon termination and payment.

CARE OF MATERIALS: Subcontractor agrees to provide proper care of materials supplied by Contractor or other Subcontractors. All materials are to be stored in an orderly way that protects the materials as well as general site safety. Contractor may back charge the Subcontractor for the cost of materials, deemed by Contractor to be damaged by negligent Subcontractor care. Subcontractor promptly shall notify Contractor of any defects in any materials supplied by Contractor.

PAYMENT: Subcontractor is responsible for submitting invoices for all the work performed. Invoices
not received by the stated time will be processed and paid in the next pay period or as otherwise
agreed to. Invoices in question may be held in their entirety until the disputed charge is resolved.
Copies of all permits, completed and signed inspections, and Customer Signed Completion Form must
be received by Contractor prior to release of final payment. ALL invoices must be submitted within
30 days of completion of all work. Invoices submitted after 30 days will not be paid.

INSURANCE: Subcontractors shall provide Contractor with a Certificate of Insurance showing the following coverages and provide evidence of such insurance at each renewal period. These insurance requirements and the obligations of the indemnification agreement that is part of this contract shall also apply to anyone hired by you to work under this agreement.

Subcontractor Initial	
DDS Initial	

Commercial coverage with limits equal to or exceeding:

- 1. General liability insurance of not less than \$1,000.000 per occurrence/\$2,000,000 aggregate and Automobile liability insurance of not less than \$1,000,000. When applicable pollution liability coverage will be required with a minimum \$1,000,000 limit. Delta Disaster Services must be designated as the certificate holder and be named as an additional insured for all work performed by Subcontractor including completed operations. Subcontractor's policy will be primary and non-contributory with any insurance maintained by Delta Disaster Services. No exclusions can be attached for residential work.
- 2. Workers Compensation Insurance covering all persons performing work at the Contractor's job sites including a Waiver of Subrogation in favor of Delta Disaster Services.

 Sole Proprietors who do not have Workers Compensation Insurance are required to provide Delta Disaster Services with an "Independent Contractor" form stating they do not have workers compensation insurance and understand they are NOT employees of Delta Disaster Services.

Subcontractor agrees to inform Contractor immediately in the event of any changes in coverage, including cancellation, non-renewal or limitations on coverage. Subcontractor further agrees to notify Contractor immediately of any claims or potential claims on any of the job sites.

HEALTH AND SAFETY: Subcontractor agrees to exercise all precautions necessary to prevent accidents to himself, his workers and all others including the customer and customer's property. Subcontractor shall supply at his own expense all protective personal equipment to his workers. The Subcontractor must also comply with all health and safety requirements of the Federal Occupational Safety and Health Act, Colorado Occupational Safety and Health Act, and any other applicable authority. The Subcontractor also agrees to defend at his own expense and be responsible for penalties of any nature assessed by such agencies for noncompliance by himself or his employees or agents. Subcontractor agrees that he and all his employees have undergone proper safety training and have been properly trained and educated with regard to any hazardous material used in conjunction with their work. Any hazardous materials, containers or waste shall not be left on the job by the Subcontractor and shall be removed from the job site and disposed of properly at the Subcontractor's expense.

CONDUCT and BACKGROUND CHECKS: Subcontractor agrees that he, his employees and agents shall conduct themselves in a professional manner at all times. Any subcontractor or subcontractor employees suspected of using alcohol or drugs at the job site will be asked to leave immediately. Subcontractor agrees that he will not employ convicted felons to perform work at Contractors job sites. In accordance with Delta's contracts and requirements, all subcontractor's must verify that all subcontractor employees (W-2 or 1099) names and social security numbers match and that all employees (working on Delta projects) are either US citizens or have the appropriate legal documents to work in the United States. Further all subcontractors and/or their employees entering Delta Disaster Services customer's homes must submit to background screening. An affidavit attesting to such screening will be required annually. No one with a felony conviction within the past seven years will be permitted in customer's homes. Any employee with a misdemeanor conviction involving (a) intentional injury or loss to person or property or (b) endangerment of others while under the influence of alcohol or other substances is barred from entering Delta Disaster Services customer's homes.

Subcontractor Initial	
DDS Initial	

WARRANTY: Subcontractor shall warrant against any defects in workmanship and/or materials (which were supplied by subcontractor) for a period of one year from the date the work performed is completed.

HOLD HARMLESS: The Subcontractor agrees to protect, defend and indemnify the Contractor and hold the Contractor harmless for any claims (demands, liabilities, losses, expenses, suits and actions including attorney's fees) for any injury or death, or any damage to any property, which may arise (or which may be alleged to have risen) out of or in connection with the work covered by this subcontract or the negligence of the subcontractor. If Contractor reasonably believes that Subcontractor has caused a claim to be made or a lien to be filed against Contractor's Property, Contractor may retain any and all monies due Subcontractor. The Subcontractor agrees to reimburse the Contractor for all sums which the Contractor may pay or be compelled to pay in settlement of any claim hereunder. The Contractor shall be entitled to withhold payment(s) otherwise due to protect it against liability for any injury, death or property damage resulting from the performance of the work hereunder.

In the event the Customer refuses to allow the Subcontractor, for whatever reason, to do remediation or repair work for work done by the Subcontractor, such customer decision shall be binding, and the Subcontractor shall hold Contractor Harmless from any damages incurred by Contractor or claimed by the Customer.

ARBITRATION: At the sole discretion of Contractor should any dispute in excess of \$7,500.00 arise regarding the provisions of this Agreement Contractor can elect Arbitration as the means for resolution. Resolution would be decided by binding arbitration and said arbitration shall be the sole remedy for dispute resolution. Should arbitration be elected, three disinterested parties, one of which arbitrator shall be selected by Subcontractor, one by Contractor and the third shall be selected by the two arbitrators so chosen. The decision of a majority of said arbitrators shall be binding, final and conclusive upon the parties hereto. The expense of such arbitration is to be borne equally by Contractor and Subcontractor.

Initials

SUBCONTRACTOR		DELTA DISASTER SERVICE	S of Denver
Company:			
Ву:			
		Michael Mastous	President
Print Name	Title		
Date		Date	

Subcontractor Initial

DDS Initial _____

DELTA DISASTER SERVICES

Subcontractor Affadavit: Second Tier Subcontractor Insurance

AFFIDAVIT MUST BE RETURNED TO DELTA IN ORDER FOR US TO GIVE YOU WORK.

Subcontractor: Please return only this form (keep ALL screening reports for your files).

<u>PLEASE SEE PAGE 4 OF THE SUBCONTRACTOR AGREEMENT</u>: The subcontractor is required to pay for all background checks for their employees. All background screenings must be completed ANNUALLY NO LATER THAN APRIL 30. All new subcontractors must complete and return prior to doing any work for Delta Disaster Services.

Company:		<u> </u>
City/State:		_
Company Owner(s)	Title	Last Screening
Supervisors, Project Managers, Office	<u> </u>	Last Screening
Laborers/Technicians	Title Title	Last Screening
I attest that to the best of my knowledge, all th	l information is correct and meets Delta'a R ne Subcontractor Agreement.	equirements as explained in
(signature)		_
by:		_
(print name, tile, date)		
Subscribed and Sworn to before me b	ру	_
	this day of	_, 20
(seal)	Notary Signature:	

My Commission Expires: ___



COLORADO **Bureau of Investigation**

Department of Public Safety

Records Check

Home | Account User | Individual | Questions | Contact KTI | Contact CBI | Administrator | Español

- This site is best viewed with Netscape or Internet Explorer 4.0 or above. ==
- MasterCard or Visa are required to conduct a background search on this secured site. (Am Express or pre-payments for account users only).
- Please view the terms of use

Home

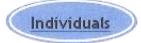
- Individual Search
- **Account User**
- Frequently asked Questions

Welcome to the Colorado Bureau of Investigation (CBI) Internet Criminal History Check System (ICHC)!

CBI is a division of the Colorado Department of Public Safety and is the central repository of the criminal history arrest records for the State of Colorado only.

Unique Report Number The computerized criminal history (CCH) database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. Additionally, warrant information, sealed records, and juvenile records are not available to the public. To locate information regarding registered sex offenders, you must contact your local law enforcement agency.

> CBI has contracted exclusively with KT International (KTI) to provide citizens, corporations and others the ability to search CBI's official central repository of criminal history arrest records for the State of Colorado only.





Please note: You will be charged a \$6.85 fee for each name searched.

Home | Individual Search | Account User | Unique Report Number | Frequently asked Questions

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Violent Crime Control Form (2015 Subcontractor's Form)

DISCLOSURE STATEMENT

Under the Federal Violent Crime Control and Law Enforcement Act of 1994, 18 U.S.C. § 1033(e) a person may not engage in the business of insurance if the individual has been convicted of a felony involving dishonesty or breach of trust, unless the individual has the written consent of an insurance regulatory official authorized to regulate the insurer. If a person is convicted of a felony between annual notification dates, he or she agrees to notify **Alacrity Renovation Services**, **LLC** promptly, but no later than 10 days after the conviction.

Furthermore, Alacrity Renovation Services, LLC discloses to you that as part of a background investigation of your activities, an investigative consumer report may be obtained at any time during the contractual relationship with Alacrity Renovation Services, LLC. An investigative consumer report may include personal information as to your character and general reputation.

Company Name (GC) Delta Di	saster Servius of I	Denver	File # 3742
Subcontractor Company Name			
Full Name Printed			
Si <mark>gnature</mark>	Date	2015	
With my signature I hereby certify an			npany listed above
Have you ever been convicted of a			Table 400 (C.
If yes, Date of conviction			
a. List the Felony Conviction/s:			
o. Type of punishment or penalty re		viction:	

Alacrity Renovation Services, LLC 2015

ABOUT YOU

Contact Information:

Name		Telephone	Fax
Address			Email
Specialtie	es / Work Experiences / Areas of Expertise:		
			Use Back of Form if Needed
PROFESS	IONAL REFERENCES:		
1	Full Name:		Relationship:
	Address:		Phone:
	Comments or Type of work done:		
2	Full Name:		Relationship:
	Address:		Phone:
	Comments or Type of work done:		
3	Full Name:		Relationship:
	Address:		Phone:
	Comments or Type of work done:		



SUBCONTRACTOR PAYMENT INSTRUCTIONS

Effective Immediately January 1, 2015

- Your assignments will be sent to you via fax or email by the Mitigation or Construction Coordinator.
 If you have any questions or clarifications are needed, please contact the Coordinator or Supervisor prior to starting work.
- 2. When work is completed, please provide the following documents to Delta within 30 days of completion.
 - a. Your invoice (you may fax or email the invoice). Email to: AP@trydelta.com
 - 1. The invoice should have the Work Completion Date as the date of the invoice.
 - 2. All invoices should include the Work Order / Purchase Order Number. (These are the same number)
 - 3. Invoices and Change Orders are to be billed on separate invoices with separate Work Order / Purchase Order Numbers.
 - 4. Signed Completion Form. The document must be signed by the home owner indicating the work is completed and there are no inspection or punch items. Only the supervisor can approve not having the home owner's signature.
 - b. Any payment request sent later than 30 days from completion will not be honored.
 - c. Licensed Trades: Include copies of all permits and signed final inspections.
- 3. All Invoices are Net 30 unless prior arrangements are made.
- 4. Material Draws:
 - a. All draws must be approved by the Supervisor.
 - b. Draws are not available for jobs that are two weeks or less in duration.
 - c. Draws are not available for jobs that are less than \$2,000.
 - d. Please request only one draw per job.
 - e. If a job is delayed and the work is at least 90% complete, you can request a 90% payment with the balance paid at completion. Please issue separate invoices.
 - f. Material draws are issued on Friday with other subcontractor payments.

<u>Checks are issued every Friday. Checks will be mailed unless you make arrangements to pick them up. Please do not pick checks up before 4:00 p.m.</u>



5535 W 56TH AVE, SUITE 104 ARVADA, CO 80002

303-933-4888 OFFICE

303-429-0840 FAX

WWW.TRYDELTA.COM

Insurance Requirements for Subcontractors

PLEASE PROVIDE TO YOUR AGENT: Please fax certificate (303.429.0840) or email to our attention: ap@trydelta.com

INSURANCE: Subcontractors shall provide Contractor with a Certificate of Insurance showing the following coverage and provide evidence of such insurance at each renewal period. Delta Disaster Services should be notified should subcontractor's insurance coverage change.

Commercial coverage with limits equal to or exceeding:

- 1. General liability insurance of not less than \$1,000.000 per occurrence/\$2,000,000 aggregate and Automobile liability insurance of not less than \$1,000,000. When applicable pollution liability coverage will be required with a minimum \$1,000,000 limit. Delta Disaster Services must be designated as the certificate holder and be named as an additional insured for all work performed by Subcontractor including completed operations. Subcontractor's policy will be primary and non-contributory with any insurance maintained by Delta Disaster Services. No exclusions can be attached for residential work.
- 2. Workers Compensation Insurance covering all persons performing work at the Contractor's job sites including a Waiver of Subrogation in favor of Delta Disaster Services.

Sole Proprietors who do not have Workers Compensation Insurance are required to provide Delta Disaster Services with an "Independent Contractor" form stating they do not have workers compensation insurance and understand they are NOT employees of Delta Disaster Services.

Subcontractor agrees to inform Contractor immediately in the event of any changes in coverage, including cancellation, non-renewal or limitations on coverage. Subcontractor further agrees to notify Contractor immediately of any claims or potential claims on any of the job sites.

Please refer to the attached sample certificate for additional information. If you still have questions please feel free to contact me.

Accounts Payable Direct: 720-880-5870 Fax: 303.429.0840

ap@trydelta.com

CERTIFICATE HOLDER:

Delta Disaster Services 5535 W. 56th Ave, Suite 104

Arvada, CO 80002



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

-	ertificate noider in lieu of such endors	erne	nt(S).	,	CONT	OT.				
PRO	DUCER				CONTAC NAME:					
Υοι	ır insurance agent				PHONE FAX (A/C, No, Ext): (A/C, No):					
			E-MAIL ADDRES	SS:						
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li C	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REME FAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	s	·
	GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,00	0,000
ŀ	X COMMERCIAL GENERAL LIABILITY	_	_					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,0	
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$ 5,00	0
Α				1234567				PERSONAL & ADV INJURY	\$ 1,00	0,000
l								GENERAL AGGREGATE	\$ 2,00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	POLICY X PRO- JECT LOC								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	X ANY AUTO		*					BODILY INJURY (Per person)	\$	
В	ALL OWNED SCHEDULED AUTOS			8910111213	`			BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS			0910111213				PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR		Г		·			EACH OCCURRENCE	\$	
	. EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- OTH- TORY LIMITS ER		
c	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		7654321				E.L. EACH ACCIDENT	\$ 500,	000
Ī	OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	A A						E.L. DISEASE - EA EMPLOYEE	\$ 100,	000
L	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,	000
L										<u> </u>
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL						s required)			
MJI	M Corporation dba Delta Disaster Service	es is i	includ	led as additional insured as	s respe	cts liability.				
L										
CE	RTIFICATE HOLDER				CANC	ELLATION				
	MJM Corporation							DESCRIBED POLICIES BE C		
	dba Delta Disaster Services							EREOF, NOTICE WILL I BY PROVISIONS.	DE DE	LIVERED IN
		104								
	5535 West 56th Avenue Unit	104			AUTHORIZED REPRESENTATIVE					
ı	Anyada CO 80002				1					

Subcontractor—Carpenter—Checklist

Drywall	Cabinets
Texture Match	Vanities
Stamp	Kitchen cabinets
Knock Down	Stain matching
Orange Peel	Custom-built boxes
Trowel	Finish Plumbing
Smooth	Fixtures
Size of Job- Number of Sheets	Reset toilets/Flange
Equipment owned- review	Reset Sinks/Water Lines
inish Carpentry	Concrete
Casing	Gypsum or lightweight
Baseboard	concrete
Doors	Full Pours
Other	Install/Remove Solar Panels
ainting	Install Windows
Faux	Tile shower surrounds
Exterior	Shower Pans
Flooring	Framing
Carpet	Working form blueprints
Pad	Trusses
Ceramic tile	Wall framing
Vinyl tile	Egress
Laminate	
Hardwood	

Electrical		
Light Installation		
Outlets/Switches		
Code Understanding		
Wiring for appliances		
Appliances		
Detach/Reset Fridge/Water Line		
Detach/Reset Range		
Detach/Reset Dishwasher		
Detach/Reset Washer/Dryer		
Exteriors		
Gutters		
Paint		
Decks		
Shingle Repair		
Fencing		
Stucco		
Insulation		
Blown In		
Batt		
Vapor Barrier		
Blanket		
Ram Setting		



5535 W. 56th Ave, Unit 104 Arvada, CO 80002 303.933.4888

Fax: 303.429.0840

SUBCONTRACTOR Work Completion Form

CUSTOMER PLEASE NOTE: This Work Completion Form is to ensure you are pleased with the specific work this tradesperson or subcontractor has performed. Delta requires this form to be signed in order to make payment to the subcontractor.

Subcontractor:		
Customer Name:		
Address:		
Description of work performed:		
Customer Signature:	Date:	
Comments:		



CUSTOMER PRODUCT SELECTION / APPROVAL

Customer Name:		
Property Address:		
City:	Zip:	Primary Phone: ()
On/	ed Customer, a sample or	(DDS Agent, Representative, or Sub-Contractor) other adequate representation of the below-detailed
product in all aspects, and grant that the install, and/or arrange for the order, purconstitute any form of contractual or matter from this approval may result in additionand governed by the Terms and Conditional Condition	is approval may be consider that the constant of the content of th	at exception unless herein specified, of the below-detailed dered appropriate authorization to order, purchase, deliver allation of this product, but that such approval does not ent. I understand, however, that any future deviation he completion timeline of my project, in accordance with horization(s), estimate(s), change order(s), addendum(s), t(s) in effect at the time of occurrence of any such
Product Type (FCW, FCC, FCV, C	abs, Etc.):	
Finish Style:		Finish Color:
Area(s) of Application, Installation,	or Placement:	
Additional Notes:		
Customer Signature:		/
DDS Agent Signature:		Date: / /