

ADAMS COUNTY

CONSTRUCTION CONTRACT 2015.123

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 30th day of JUNE, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, MPB Contractors, located at 3155 N. Chambers Road, Unit A, Aurora, Colorado, 80011, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

RFP 2015.123 CONSTRUCTION SERVICES FOR GOVERNMENT CENTER HEALTH CLINIC AND FITNESS CENTER

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

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

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

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

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

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

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

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

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

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

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

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

4. TERM

4.1. The work to be performed under this Agreement shall be completed by no later than September 11, 2015.

5. PAYMENT AND FEE SCHEDULE

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the not to exceed cost of Three Hundred Ninety-Six Thousand Four Hundred Sixty-Two Dollars and Four Cents (\$396,462.04).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the

preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.

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

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

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

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

6. LIQUIDATED DAMAGES

6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

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

- 6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.
- 6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

7. WARRANTY

- 7.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

8. SUBCONTRACTING

8.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

9. **CHANGE ORDERS OR EXTENSIONS**

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

9.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. **INSPECTIONS, REVIEWS AND AUDITS**

10.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

10.1.1. Work to be completed, if any; and,

10.1.2. Work not in compliance with the Agreement, if any; and,

10.1.3. Unsatisfactory work for any reason, if any.

10.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

11. **CLEAN-UP**

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

12. PROJECT ADMINISTRATION

- 12.1. The Project Manager for this Agreement shall be Sean Braden, who can be reached by phone at 720-523-6003. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 12.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.
- 12.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.
- 12.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

13. NONDISCRIMINATION

- 13.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
 - 13.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. INDEPENDENT CONTRACTOR

- 14.1. In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his /her acts and the acts of his /her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of

the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

15. **INDEMNIFICATION**

15.1. The Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

16. **INSURANCE**

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

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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

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

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

16.1.3. **Workers' Compensation Insurance:** Per Colorado Statutes

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

Each Occurrence	\$1,000,000
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*This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

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

17. TERMINATION

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

violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

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

18. **BONDING:**

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

19. **MUTUAL UNDERSTANDINGS**

- 19.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 19.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 19.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

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

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

Department: Adams County Purchasing
Contact: Bethany Bonasera, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6056
E-mail: bbonasera@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: MPB Contractors, Inc.
Contact: Jay Melvey, President
Address: 3155 N. Chambers Road, Unit A
City, State, Zip: Aurora, Colorado 80011
Phone: 303-343-4318

- 19.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 19.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 19.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 19.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

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

Board of County Commissioners

[Signature]
Chairman

6/30/15
Date

MPB Contractors, Inc.

[Signature]
Signature

6/29/15
Date

Jay R MELVEY
Printed Name

President
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

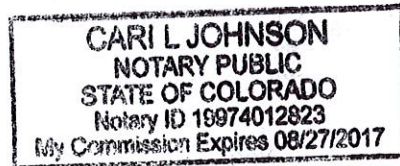
COUNTY OF Adams)

STATE OF Colorado)SS.

Signed and sworn to before me this 29th day of June, 2015,

by Jay R Melvey

[Signature]
Notary Public



My commission expires on: 8/27/2017

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

MPB CONTRACTORS, INC
Company Name

6/29/15
Date

JAY R MELVEY
Name (Print or Type)

[Signature]
Signature

President
Title

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

May 15, 2015

Adams County Government Center
4430 S. Adams County Parkway
Brighton, CO 80601

Re: Construction Services for Fitness Center and Health Clinic

To Whom It May Concern:

MPB Contractors, Inc. would like to provide Adams County with a bid for the Construction Services for Government Center Fitness Center and Health Clinic project.

MPB has been in business for 29 years. We have succeeded because we understand the importance of meeting and exceeding our customer's requirements and completing projects on time and within budget.

We have completed projects for Adams County in the past and look forward to working with you again.

Sincerely,



Jay R. Melvey

President

Adams County

RFP 2015.123 Construction Services Fitness Center and Health Clinic

Summary of Qualifications:

Provide a summary of corporate and personnel experience as follows:

Business / Corporate Information:

Firm Name: MPB Contractors, Inc. Place of Incorporation: CO

Other Names / Previous Names: Pine Valley Construction, Inc.

Type of Business: General Contractor Number of Years in Business: 29

Number of Employees: 15 Number of Local Employees: 15

Executive Management: 1 Admin & Support: 2 Project Managers: 2

Superintendents: 7 Project Engineers: Estimating: 1

Skilled Laborers: General Laborers: 2 Other:

Project Information (through the past 10 years):

Provide information indicating projects that the Firm was the prime contractor or a major contributor. All quantities shall be through the past 10 years.

of Projects Completed in the past 10 years: 1,300

of Projects Valued \$ 100,000 to \$ 1,000,000 in Construction Cost: 240

of Projects for Government Agencies (State, County, Municipal): 15

of Projects for Adams County in the past 10 years: 8

of Projects conducted in Occupied Facilities: 1,127

Total Value of Work Currently Under Contract: \$ 3,430,000

Does the Firm have a Formal Written Safety Program? Yes X No

Provide the current Experience Modification Rate for your firm as reported by your insurance provider: EMR: .88 Date: 7/1/15

Note: Adams County reserves the right to request validation or proof of any or all of the information described above or as provided in the Proposal. Proof shall consist of descriptions, narratives, references or similar information necessary to establish a substantive role of the Firm in the identified project.

Verification of Qualifications Summary:

Signature block with Name and Title (Printed), Signature, and Date (5/15/15)

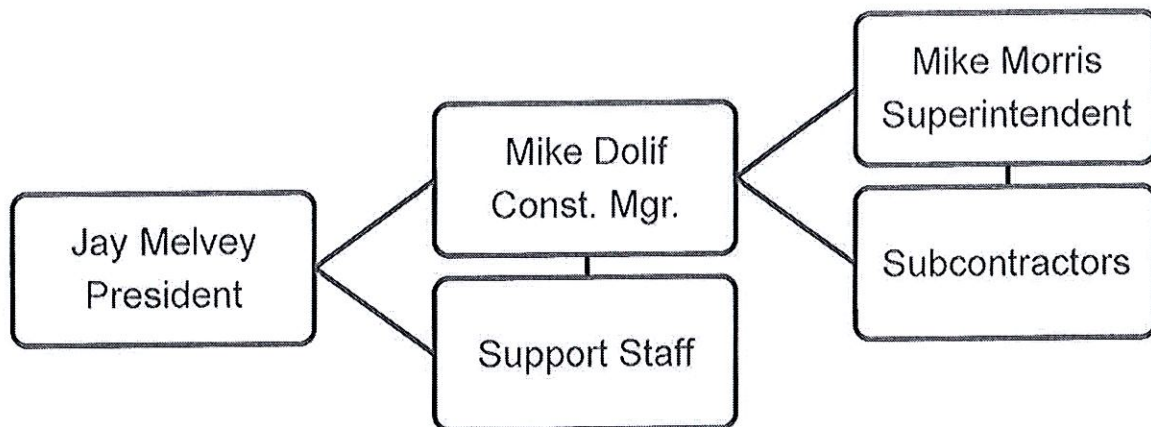
Similar/Relevant Projects Within Last 5 Years

OWNER	CONTACT	PROJECT	DESCRIPTION	VALUE
Adams County 450 S. 4th Ave. Brighton, CO 80601	Mr. Mike Goins 303-654-6303 Mgoins@adcogov.org	DMV/Probation/ACED Probation Remodel	30,000 SF Office TI 600 SF Office TI	\$514,300 \$105,400
Chambers Holdings, LLC 7374 S. Alton Way Centennial, CO 80112	Ms. Brenda Lawrence 303-654-0522 blawrence@resoluteinv.com	Adams County Social Services	Office Tenant Finish	\$416,100
CDOT Property Mgmt. 15285 S. Golden Road Golden, CO 80401	Ms. Anne Feeser 303-512-5522 anne.feeser@state.co.us	HQ Suites 150 & 200 Remodel	6,600 SF Office TI	\$235,000
South Metro Fire Rescue 9195 E. Mineral Ave. Centennial, CO 80112	Mr. Vince Turner 720-989-2401 vince.turner@southmetro.org	Command Training Center State of Colorado ICE Suite 375 White Box Suite 350	3,300 SF Tenant Improvement 4,332 SF Tenant Improvement 4,835 SF Office TI 4,233 SF Office TI	\$186,000 \$53,500 \$360,191 \$51,400
Oak Tree, LL 10128 W. Wesley Pl. Lakewood, CO 80227	Ms. Eileen McGinty 303-988-4949	Dr. McGinty and Whole Health	5,000 SF Office TI	\$838,000
New West Capital Corp 201 Steel St. Suite 210 Denver, CO	Mr. Eric Kenealy 303-579-8937 ekenealy@newwestcap.com	Massage Envy on Havana Massage Envy Longmont	2,875 SF Office TI Tenant Improvement	\$252,000 \$211,770
Massage Envy 7033 W. Alaska Drive Lakewood, CO	Ms. Sue Bingham 303-922-3689 sueb@melakewood.com	Massage Envy	3,000 SF Occupied Remodel	\$210,000

Similar/Relevant Projects Within Last 5 Years

OWNER	CONTACT	PROJECT	DESCRIPTION	VALUE
Roverdose 8864 Martin Luther King Bl Denver, CO 80238	Mr. Craig Wilson 706-669-8655 craig.wilson@campbowwow.com	Camp Bow Wow	Dog Kennel Facility	\$434,600
H&V Properties Mgmt., Inc 1344 S. Chambers Rd. #1 Aurora, CO 80017	Dr. Hoang Nguyen 303-337-2999 caresmiles@gmail.com	Caresmiles Orthodontics	4,900 SF Office TI	\$400,000
South Sheridan Retail, LLC 1600 Ogden St. Denver, CO 80218	Dr. Efrin Martinez 303-956-3142	Los Ninos - Our Children Dental	4,000 SF Dental Office & Exterior Remodel	\$963,400
Mile High Therapeutic Net. 400 S. Steele St. Denver, CO 80209	Mr. Dominic Kessarlis 404-427-2252	Mile High TSPH #2 Altitude Dispensary	24,000 SF Office/Warehouse 3,700 SF Office/Warehouse	\$884,093 \$869,700
Arrow Electronics 7459 S. Lima St. Englewood, CO 80112	Mr. Michael Gouin 303-645-8989	Arrow Electronics HR Remodel Arrow Electronics Generators	2,000 SF Occupied Office Remodel Installation of backup generators and block enclosures for 90,000 sf occupied building	\$113,100 \$487,800
Etkin Johnson Group 1512 Larimer St. #325 Denver, CO 80202	Ms. Jan Bullock 303-223-0482 JBullock@etkinjohnson.com	Red Hawk Newmont Mining Census Bureau Kiosk Preferred Home Care SNC Shop/Warehouse	Office Tenant Finish 5,900 SF Office TI 8,900 SF Office TI 8,000 SF Office TI Office Tenant Finish 12,000 SF Office/Warehouse TI	\$152,100 \$279,000 \$293,000 \$332,400 \$242,300 \$261,100

Organizational Chart & Resumes



**Data Sheet
of
JAY MELVEY**

President

COMPANY OBJECTIVE: Continue to development MPB Contractors, Inc. as a premier general contracting company providing present and future clients with construction services that far exceed industry standards.

EDUCATION: North Dakota State University - Fargo, North Dakota
B.S. Construction Management, 1983

PROFESSIONAL DEVELOPMENT:

12/94 to Present MPB Contractors, Inc. - Development of company, Hiring of key personnel, marketing, estimating, construction management of projects
Position: President

12/85 to 12/94 Pine Valley Construction, Inc. - Client development, estimating, construction management for all construction projects
Position: President

6/83 to 12/85 Denver Cascade, Inc. - Development & Construction of retail centers, office warehouses, and office buildings, \$500,000 to \$9 million
Position: Estimator/Project Manager

06/82 to 09/82 Designworks Construction Corporation - Design of landscape and commercial irrigation, cost and quality control, estimating, labor force coordination
Position: Landscape Foreman

06/81 to 09/81 Northern Improvement Company - Drove tandem and semi trucks hauling construction materials
Position: Truck Driver

12/78 to 06/81 Schultz Construction Company - Operator/truck driver of loaders, backhoes, tandem/semi trucks in the construction of bridges, box culverts, road beds, underground utilities and snow removal. Laborer included form work steel placement, and concrete finishing.
Position: Truck Driver/Laborer

05/71 to 11/78 Fargo Park District - Irrigation maintenance responsible for maintenance and repair of irrigation systems on three golf courses

Data Sheet
of
MIKE DOLIF

General Superintendent/Project Coordinator

COMPANY OBJECTIVE: Strive to provide MPB clientele with high quality management and services.

EDUCATION: Carpenters Union Apprentice Program, Mechanical Engineering, Business Management & Accounting, Building Blueprint Reading, Real Estate Classes

PROFESSIONAL DEVELOPMENT:

- | | |
|-----------------|---|
| 1992 to Present | MPB Contractors, Inc. - Supervising employees, blueprint reading, scheduling, coordinating subcontractors, enforcing production budgets, estimating and procurement, carpentry, finish, building layout, drywall, painting, grid ceiling, fixturing, quality control, supervising jobs from \$5,000 to \$2,000,000 including tenant finishes, malls, restaurants, hospitals, government industrial work, and groundups.
Position: General Superintendent/Project Coordinator |
| 1988 to 1992 | National TI - Las Vegas, Nevada
Coordination of subcontractors, building layout, negotiating contracts, scheduling, budgeting, pulling permits, procurement of material, fixturing and carpentry
Position: Superintendent |
| 1984 to 1988 | Denver Drywall Company - Labor supervision and quality control including layout, order materials, budgets, schedules, coordination of subcontractors, installation of doors, hardware, grid ceilings and framing of walls.
Position: Superintendent |
| 1983 to 1984 | Wedge Construction - Building layout, organizing subcontractors, and complete project scheduling
Position: Superintendent |
| 1981 to 1983 | Weaver Construction - Coordination of subcontractors, framing, drywalling, painting, grid ceilings and finish carpentry on groundups.
Position: Superintendent |
| 1972 to 1981 | Self Employed - General contracting including framing, drywalling and finish carpentry of residential and small commercial buildings.
Performed all estimating, supervision and scheduling of project |

May 22, 2015

Adams County Government Center
4430 S. Adams County Parkway
Brighton, CO 80601

Re: Construction Services for Fitness Center and Health Clinic: Project Approach and Work Plan

To Whom It May Concern:

It is worth noting that MPB Contractors, Inc. is thankful for the successful relationships we have developed over time working directly with Adams County and Lewis Himes Associates and look forward to providing unparalleled construction services for the Fitness Center and Health Clinic projects. Our construction and management methodologies insure complete cooperation with the County, the Design Team, employees and visitors of the Adams County Government Center. MPB's work ethic and forward thinking assures that the aforementioned projects will be completed on time and within budget parameters. MPB is adept in schedule management, assisting in value engineering and maintaining an extremely safe construction environment for construction and non-construction personnel alike. MPB Contractors, Inc. takes great pride in delivering high quality construction projects that exceeds their client's and design team's expectations.

One of the prime keys to MPB Contractor's continued success is our preferred assemblage of subcontractors. Our subcontractors are talented professionals who understand MPB's means and methods to approaching and completing construction projects, our relationships are built on mutual respect and hard work. Subcontractors MPB has selected to be a part of these projects are predicated on their own specific skillsets germane to the Fitness Center and Health Clinic projects. For these two projects we have invited the following subcontractors:

- Black Bear Construction Services Inc.
- P & R Concrete
- Phoenix Masonry
- Foothills Custom Cabinets
- Tecta America

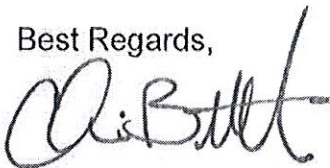
Subcontractors Continued:

- Newco Door & Hardware, LLC.
- Ken Caryl Glass, Inc.
- BSB Construction
- The Briggs Corporation
- Global Classic Painting
- Blind Shine
- AM Fire Protection
- Grizzly Plumbing
- Ducts Unlimited
- Productive Electric, LLC
- Sturgeon Electric Company, Inc.
- Fire Alarm Services, Inc.

One of many benefits valued between MPB Contractors, Inc. and their subcontractors is the ability to coordinate multiple trades working together and seamless phasing from mobilization to project close-out. MPB and their subcontractors work in unison to identify the entire scope of the project during pre-construction and with a goal of strict adherence to the project schedule, receiving and passing inspections in a timely manner, site safety and cleanliness, respect for occupants, minimal punch list items and pride in work.

MPB Contractors, Inc. would like to thank Adams County and Lewis Himes Associates for the opportunity to provide construction services for the new Fitness Center and Health Clinic projects; we look forward to being your General Contractor of choice today and in the future.

Best Regards,



Chris Brettell, M.Arch.

Project Manager / Estimator

MPB Contractors, Inc.

May 22, 2015

Adams County Government Center
4430 S. Adams County Parkway
Brighton, CO 80601

Re: Construction Services for Fitness Center and Health Clinic: Fee Proposal

Allowances

Scopes of work in our construction proposal are based on hard dollar bids.

Alternates as Specified in Bid Documents

A. Clerestory Glass Framing and Demo Per Plans	\$6816.00
B. Provide Manual Window Shades at Clerestory	\$4088.00
C. Provide Mechanized Window Shades at Clerestory	\$8768.00
D. Provide 2x2 LED Fixtures per Sheet E-3 Note 6	\$6428.00
E. Provide Rubber Flooring in Fitness Center	\$8324.00

General Conditions – Included but not Limited to:

- CBI Background Checks
- Project Management – Office and Site Management
- Project Superintendent – Fulltime Project Supervision
- Contract Closeout – As Built Drawings and Closeout Book
- General Daily Construction Cleaning
- Final Detail Cleaning
- Project Protection of Existing and New Surfaces
- Dump / Hauling / Roll-Off Dumpsters



Chris Brettell, M.Arch.

Project Manager / Estimator

MPB Contractors, Inc.

May 22, 2015

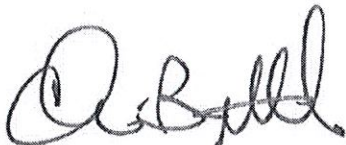
Adams County Government Center
4430 S. Adams County Parkway
Brighton, CO 80601

Re: Construction Services for Fitness Center and Health Clinic: Clarifications and Exceptions

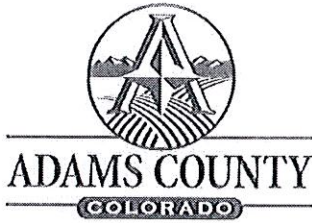
Clarifications and Exceptions

The following items are not included in this bid and may require additional costs:

- Architectural / Engineered Drawings for Permits
- Building Department Fees Required to Expedite Permits
- After Hours / Overtime Work Unless Noted Otherwise
- Revisions Required by Governing Authorities
- Special Inspections or Materials Testing
- Hazardous Material Testing or Abatement
- Special Fees Including but not Limited to Utility or Development Fees
- Delays Caused by City, State or County Officials, Weather, Force Majeure or Unforeseen Conditions
- Utility Usage Fees, Temporary Heat or Dewatering During Construction
- Keying of Doors / Master Keying, Security Work Including Card Access Systems
- Phone / Data Work (MPB will provide drops and pull strings per plans)



Chris Brettell, M.Arch.
Project Manager / Estimator
MPB Contractors, Inc.



Finance Department
4430 South Adams County Parkway
Brighton, CO 80601
PHONE 720.523.6055 FAX 720.523.6058

VENDOR INFORMATION FORM

All suppliers must complete and return this form as well as a W-9
(Payments & New Vendor #'s will not be processed without a completed W-9)

PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

Employee Name

Department/Elected Office

Company Name (Please include dba name, if applicable.)

MPB Contractors, Inc.

Company Name

DBA Name (if applicable)

Does this company function solely as a manufacturer rep or distributor? YES NO

If YES, is invoice payment sent to your remit-to address or the manufacturer?

If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES NO

If YES, please copy and complete this form for each location.

Remit-To Information (Invoice Payment):

MPB Contractors, Inc.

Company Name

3155 N. Chambers Rd. Unit A

Address

Aurora

City

CO

State

303-343-4318

Phone Number

Address 2

Adams

County

80011

Zip Code

303-343-1823

Fax Number

Address for Purchase Orders/Contracts (If different from above.)

Address

Address 2

City

County

State

Zip Code

Phone Number

Fax Number

Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote

303-343-4318

Phone Number

303-343-1823

Fax Number

Company Information

www.mpbcontractors.com

Web Address

info@mpbcontractors.com

Company Email Address

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

jaymelvey@mpbcontractors.com

Company Email Address

Contact Information

Jay Melvey

Contact Name

President

Position/Title

303-343-4318

Contact Phone Number

303-343-1823

Contact Fax Number

Contact Email Address (if different than above)

BUSINESS CLASSIFICATION – Please check all that apply and attach supporting documents for these business classifications:

Small Business

Disadvantaged

Woman Owned

Hub-Zone

Business is 51% owned by physically disabled individual(s)

Veteran Owned

Vietnam Veteran

Service Disabled Veteran

ETHNICITY OF BUSINESS – Please check where applicable

Black American

Hispanic American

Asian Pacific American

Subcontinent Asian American

Native American

Caucasian

Other _____

CONFLICT OF INTEREST

Does this company employ any Adams County employees or their immediate family members? YES NO

If YES, please explain

[Empty text box for explanation]

Does this company have any financial interests with an Adams County employee? YES NO

If YES, please explain

[Empty text box for explanation]

Thank you!

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MPB Contractors, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3155 N. Chambers Rd. Unit A

6 City, state, and ZIP code
Aurora, CO 80011

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
OR										
Employer identification number										
8	4		-	1	2	9	0	9	7	2

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 5/6/15

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.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

MPB Contractors, Inc.

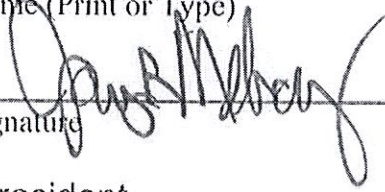
Company Name

05/06/15

Date

Jay R. Melvey

Name (Print or Type)

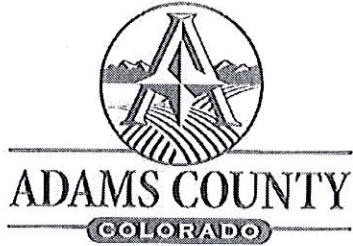


Signature

President

Title

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



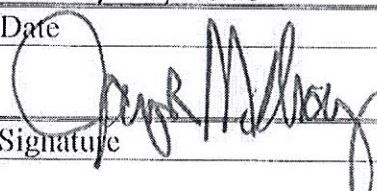
PROPOSAL FORM
 2015.123 Construction Services for Fitness Center and Health Clinic

VENDOR'S STATEMENT

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 RFP BB 2015.123 #1 2015.123 RFP Addenda # 2 RFP 2015.123
 If None, Please write NONE. (3) ADDENDAS RECEIVED

<u>MPB Contractors, Inc.</u>	<u>May 15, 2015</u>
Company Name	Date
<u>3155 N. Chambers Rd. #A</u>	
Address	Signature
<u>Aurora, CO 80011</u>	<u>Jay R. Melvey</u>
City, State, Zip Code	Printed Name
<u>Adams County</u>	<u>President</u>
County	Title
<u>303-343-4318</u>	<u>303-343-1823</u>
Telephone	Fax
<u>jaymelvey@mpbcontractors.com</u>	
E-mail Address	

Purchase Order Number 12658

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
Order Date: 06/30/15
Requested Date: 06/30/15
Cost Center: 1091

This Number Must Appear on all
Invoices, Packing Lists, and Packages

Vendor Address	Vendor and Shipping Information	Ship To Information
MPB CONTRACTORS INC 3155 N CHAMBERS RD UNIT A AURORA CO 80011	Phone: 343-4318 FAX: 303 343-1823 e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY FACILITY OPERATIONS ADMINISTRATION-SUITE C1700 4430 SOUTH ADAMS COUNTY PARKWAY BRIGHTON CO 80601
VENDOR NUMBER: 50638		

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	Health/Fitness Const Svcs		EA	0.0000	396,462.04	3098.9055 W 30981401	00006658

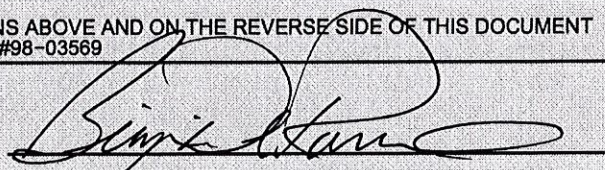
Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 396,462.04
----------------------------	-------------------------	--------------------------	----------------------------------

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569

Invoice to:
Adams County A/P
4430 S. Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212
720-523-6050

Inquiries to:
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601-8212
720-523-6050


350103 DEROMANIS, BENJAMIN R
ADAMS COUNTY AUTHORIZED SIGNATURE

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

- 1. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.
- 2. TERM:** The term of this Agreement shall be for no more than one year from the date of this purchase order unless otherwise noted on the first page of this document.
- 3. INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.
- 4. NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- 5. INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
- 6. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 6.1. Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 6.1.1. Each Occurrence \$1,000,000
 - 6.1.2. General Aggregate \$2,000,000
 - 6.2. Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
 - 6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 6.2.2. Personal Injury Protection Per Colorado Statutes
 - 6.3. Workers' Compensation Insurance:** Per Colorado Statutes
 - 6.4. Adams County as "Additional Insured":** The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 6.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 6.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
 - 6.5. Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
 - 6.6. Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
 - 6.7. Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.
- 7. TERMINATION:**
 - 7.1. For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
 - 7.2. For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

8. MUTUAL UNDERSTANDINGS:

8.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

8.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. **OSHA:** Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

8.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

8.5. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

8.6. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

8.7. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

8.8. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received.

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

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

9. CHANGE ORDERS OR EXTENSIONS:

9.1. **Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

9.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

10.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

10.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

10.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

10.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

11. **Quality:** Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

12. **Appropriation Clause:** The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.