CU ANSCHUTZ CAMPUS-WIDE WAYFINDING SIGNS  
Project Number: 19-182047

Two-Step Pre-Qualification Packet

Advertisement Date: 4/16/2020

Issued by:  
CU Denver | Anschutz Facilities Projects

Mailing address:  
CU Denver | Anschutz Facilities Projects  
Attention: Ben Bohmann  
1945 North Wheeling Street, 3rd Floor, Mail Stop F418,  
Aurora, CO  80045
The Public Advertisement is available on the web at:
http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx

Colorado CORE/ColoradoVSS:
https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService
Notice Status: OPEN
Publish Date: 4/16/2020
# Notice Revisions: 0
Revision Publish Date: NA

Project No: 19-182047
Project Title: CU ANSCHUTZ CAMPUS-WIDE WAYFINDING SIGNS
Estimated Construction Cost: $971,000

Settlement Notices

For all projects with a total dollar value above $150,000 Notice of Final Settlement is required by C.R.S. 38-26-107(1).
Final Settlement, if required, will be advertised via: Electronic Media

Project Description

The CU Anschutz Medical Campus is installing new campus wayfinding and information signage throughout the campus. The project will include up to twenty-six (26) new wayfinding signs. All signs will include foundations, stone masonry, electrical, and signage. Installation signage will also require adjacent landscape/irrigation modifications, electrical extension, and miscellaneous work necessary to install all signage components.

The General Contractor will be responsible for attending CU Anschutz weekly traffic control meetings to develop and coordinate signage installation with multiple campus entities and coordinate closure of sidewalk/street/parking/etc as necessary to install signage, minimizing all closures.

All excavations on this project are required to be observed by a CABI. Buried asbestos containing materials (ACM) have been found in areas throughout the campus. General Contractors are required to meet the pollution liability insurance requirements as outlined in the attached supplemental general conditions.

Scope of Services

The University of Colorado Denver | Anschutz Medical Campus is using a Two-Step prequalification selection process for the Design/Bid/Build (D/B/B) General Contractor (GC) approach to project delivery. The GC will be responsible for submitting a prequalification submittal for the University to shortlist multiple GCs, which will be invited to submit bids on the final project design documents.
**Minimum Requirements**

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided General Contracting services within the last five (5) years for at least six (6) projects each in excess of $1,000,000 (hard costs), utilizing the expertise present in their Colorado Office; and

2. Demonstrated specific General Contracting experience in projects of similar scope and complexity; and

3. Demonstrated bonding capability up to $1,000,000 for an individual project coincidently with current and anticipated workloads; provide letter from surety that affirms this capacity.

4. Contractors Pollution Liability Coverage as outlined in the Supplemental General Conditions.

**Firms meeting the minimum requirements may obtain the bidding documents on the website accompanying this advertisement.**

University of Colorado Denver | Anschutz Medical Campus Facilities Projects – Request for Proposals website:
 http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx

Colorado CORE/ColoradoVSS:
https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService

**Other Information**

Preference shall be given to Colorado resident bidders and for Colorado labor, as provided by law.

**Pre-Bid Meeting**

A mandatory Pre-Bid Conference will be held:

**ONLINE ZOOM MEETING**
Register in advance for this meeting:
https://ucdenver.zoom.us/meeting/register/vpUudOGpqzIic76SILG2TnjeR51NyIolWg

After registering, you will receive a confirmation email containing information about joining the meeting.

Comments: Pre-Bid meeting will begin at **3:00 PM** on **April 22, 2020**.

Schedule/Submission Details

1. The schedule of events for the RFP process and an outline of the schedule for the balance of the project is as follows:

   Advertisement Thru, April 16, 2020
Mandatory Pre-Bid Conference and Tour
Wed, April 22, 2020, 3:00 PM

Date Email Questions Due
Mon, April 27, 2020, 3:00 PM

Date Email Answers Issued
Tue, April 28, 2020

Step-One Qualification Submittal Packet Due
Fri, May 6, 2020, 3:00 PM

Step-One Submittal Results Posted
Fri, May 20, 2020

Construction Documents Released (Projected)
Fri, May 29, 2020

Date Email Questions Due
Thur, June 4, 2020 3:00 PM

Date Email Answers Issued
Fri, June 5, 2020

Step-Two Sealed Bids Due
Fri, June 12, 2020, 3:00 PM

Step-Two Sealed Bids Public Bid Opening
Fri, June 12, 2020, 3:30 PM

Contract Approval (Projected)
Fri, June 19, 2020

Anticipated Design Finish (Projected)
Friday, May 29, 2020

Construction Start (Projected)
July 1, 2020

Construction Finish (Projected)
August, 31, 2020

2. STEP ONE – QUALIFICATION SUBMITTAL DUE:  ONE (1) electronic copy, PDF of submittal packet via online submission is due FRIDAY, MAY 6, 2020 and shall be received no later than 3:00 PM (MD/ST), and shall be submitted at the following website:

   https://ucdenverdata.formstack.com/forms/rfp_rfq_submission

3. STEP TWO – SEALED BIDS DUE:  ONE (1) electronic copy, PDF of submittal packet via online submission is due FRIDAY, JUNE 12, 2020 and shall be received no later than 3:00 PM (MD/ST), and shall be submitted at the following website:

   https://ucdenverdata.formstack.com/forms/rfp_rfq_submission

4. PUBLIC BID OPENING – Zoom Meeting - Fri, June 12, 2020, 3:30 PM

   Register in advance for this PUBLIC BID OPENING meeting:
   https://ucdenver.zoom.us/meeting/register/uJAof-CqqTsOTKQQn9m3YNEgwgPUDtFNA
   After registering, you will receive a confirmation email containing information about joining the meeting.

   Agency: University of Colorado Denver | Anschutz Medical Campus
   Contact Name: BEN BOHMANN
   Email: ben.bohmann@cuanschutz.edu
   Address: CU Anschutz Facilities Projects
   1945 Wheeling Street, Mail Stop F418
   Aurora, CO 80045

   Comments: Late submissions will be rejected without consideration. The University of Colorado Denver (GFE) and the State of Colorado assume no responsibility for costs related to the preparation of submittals.

5. The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the schedule date and time.
## Point of Contact/Clarification

<table>
<thead>
<tr>
<th>Name</th>
<th>Ben Bohmann</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency</td>
<td>University of Colorado Anschutz Medical Campus (GFE)</td>
</tr>
<tr>
<td>Phone</td>
<td>303.724.3956</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ben.bohmann@cuanschutz.edu">ben.bohmann@cuanschutz.edu</a></td>
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This Notice is also available on the web at [www.colorado.gov/pacific/osadnnotices](http://www.colorado.gov/pacific/osadnnotices)

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<th>Media of Publication(s):</th>
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| Publication Dates:       | 4/16/2020                                                 |
Notice is hereby given to Contractors that the University will pre-qualify bidders to bid this project. 

Note carefully, this pre-qualification is unique to this project, any other previous pre-qualification with the University or State Buildings Programs is insufficient to pre-qualify to bid this project.

To be considered for pre-qualification to bid this project, Contractors must procure the pre-qualification documents detailing submittal requirements from the University website: http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx

Step-One Qualification Submittals will be accepted as outlined in the project advertisement.

The pre-qualification documents detail specific submittal requirements. The documents further detail minimum experience and other requirements of Contractors to be considered for pre-qualification.

BRIEFLY, THE MINIMUM REQUIREMENTS ARE:

a. Has continuously maintained a Colorado office for the last five years.

b. Successful completion within the last five (5) years, in the capacity of a Contractor, of at least six (6) projects similar to the project described in Section A, Item II for public or quasi-public entities.

c. The adjusted completed Construction Contract amount for these projects shall amount to at least $1,000,000 per project and at least one of which shall have been completed by the Project Manager, Superintendent, and Foreman proposed for this project. Enclose resumes of these and other key personnel. Demonstrate that the Project Manager, Superintendent, and Foreman has experience with similar projects, close coordination with Owner's ongoing operations, and quality management experience.

d. Certified bonding capacity of $1,000,000 each per labor and materials payment bond and performance bond. Capability of obtaining insurance as described in the attachment in Section D.

e. Contractors Pollution Liability Coverage as outlined in the Supplemental General Conditions.
CU Anschutz Campus-Wide Wayfinding Signage / Project Number: 19-182047

SECTION A: Introduction

ITEM I: Intent:

The Regents of the University of Colorado requests submittals for pre-qualification of Contractors for Construction Project titled CU Anschutz Campus-Wide Wayfinding Signage / 19-182047. It is the intent of Facilities Projects to pre-qualify Contractors for bidding this major construction project in accordance with Colorado Revised Statutes 24-92-107, 24-103-402, and 24-30-1303 (1) (Q) and in accordance with Section 3-402.01 of the Colorado Procurement Rules. Pre-qualification will be necessary for bidding this project. This pre-qualification process is unique to this project and notwithstanding other pre-qualification by the State Buildings Division and the University of Colorado, all contractors wishing to bid the project must be pre-qualified as defined in this document.

Please note carefully that the process herein defined requires that contractors to be considered for pre-qualification must have at a minimum:

a. Has continuously maintained a Colorado office for the last five years.

b. Successful completion within the last five years, in the capacity of Contractor, of at least six (6) projects similar to the project described in Section A, Item II for public or quasi-public entities.

c. The adjusted completed Construction Contract amount for these projects shall amount to at least $1,000,000 per project and at least one of which shall have been completed by the Project Manager, Superintendent, and Foreman proposed for this project. Enclose resumes of these and other key personnel. Demonstrate that the Project Manager, Superintendent, and Foreman has experience with similar projects, close coordination with Owner’s ongoing operations, and quality management experience.

d. Certified bonding capacity of $1,000,000 each per labor and materials payment bond and performance bond. Capability of obtaining insurance as described in the attachment in Section D.

e. Contractors Pollution Liability Coverage as outlined in the Supplemental General Conditions.

These minimum requirements to be considered for pre-qualification are further defined hereafter.

It is further the intent of the University that after pre-qualification of Contractors for this project, the pre-qualified contractors will be invited to bid the project conventionally with the intent of awarding to the lowest responsible bidder based on the apparent low bid of the entire project.

ITEM II: Project Description:

The CU Anschutz Medical Campus is installing new campus wayfinding and information signage throughout the campus. The project will include up to twenty-six (26) new wayfinding signs. All signs will include foundations, stone masonry, electrical, and signage. Installation signage will also require adjacent landscape/irrigation modifications, electrical extension, and miscellaneous work necessary to install all signage components.

The General Contractor will be responsible for attending CU Anschutz weekly traffic control meetings to develop and coordinate signage installation with multiple campus entities and coordinate closure of sidewalk/street/parking/etc as necessary to install signage, minimizing all closures.

Major Components:
Concrete, Masonry, Signage, Electrical, Landscape/Irrigation
ITEM III: Project Financing:

University of Colorado Denver | Anschutz Medical Campus appropriations.

ITEM IV: The Pre-qualification Process:

In accordance with the schedule outlined hereafter, contractors are invited to submit their qualifications for consideration for pre-qualification to:

Attention: Ben Bohmann
Submission Location: https://ucdenverdata.formstack.com/forms/rfp_rfq_submission

Submittal requirements are outlined in Section B of this request. General criteria used for judging the submittals are outlined in Section C. Certain minimum qualifications as described in Section C will be required of all contractors to be pre-qualified to bid this project. CONTRACTORS SHOULD READ THESE CAREFULLY. The University assumes no responsibility or liability for any costs incurred by any contractor associated with this pre-qualification process. Contractors are advised to use the index of this document as a checklist; completeness is required. Contractors’ submittals shall follow the format of Index, Section B.

Facilities Projects will assemble a panel of persons associated with the project and construction industry to score the submittals based upon the criteria outlined.

This document consists of all the information available. Questions about this document may be addressed only in writing via email to:

Project Manager: Ben Bohmann
e-mail to: ben.bohmann@cuanschutz.edu

No telephone communication regarding the pre-qualification will be answered. Contact shall be made only in writing to the above individual. The University, the Principal Representative, and the Architect will not be responsible for the accuracy or validity of information received later than 3:00 PM local time, Monday, April 27, 2020.

Scoring will be performed on an assigned scale by item outlined in Section B. Pre-established weights (not available to contractors during the process) will be assigned to the score for each submittal item.

The scores of all panel members will be totaled for each submittal. A pre-established score total will automatically pre-qualify the contractor's submittal assuming that the contractor's submittal meets the minimums outlined in Section C.

There will be no pre-established maximum limit to the number of contractors to be pre-qualified to bid. In the event, however, that the scores result in a list of pre-qualified bidders of less than three bidders, the score required to pre-qualify may be lowered by a pre-established amount until a list of pre-qualified bidders greater than three is established.

ITEM V: Schedule:

The Schedule for Pre-qualification and Bidding is as follows:

<table>
<thead>
<tr>
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### CU Anschutz Campus-Wide Wayfinding Signage / Project Number: 19-182047

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</table>

### ITEM VI: Notes for Subcontractors Qualifications:

a. Subcontractors will be required to meet certain minimum requirements to be contained in the project specifications of the Contract Documents for the trades listed below.

The University will require verification of experience to adequately provide materials and perform labor for the trades listed below. The right is reserved to reject subcontractors that do not meet the minimum requirements. The Prime Contractor will be required to replace rejected subcontractor(s) with one(s) that meet the minimum requirements with no increase in the Bid Amount prior to the Award of Contract.

- Masonry
- Signage
- Electrical

b. The Contract Documents will require that the successful contractor submit the qualifications of subcontractors listed in Section A, Item VI.a above within 72 hours of the opening and bids for approval by the Architect and Facilities Projects. A list of proposed subcontractors will need to be submitted with their bid proposal.
SECTION B: SUBMITTAL REQUIREMENTS

Listed below are the submittal items required for consideration to be pre-qualified to bid on the project. Most specific submittal requirements will be scored. Failure to provide any of the requested information will affect the score the contractor’s submittal receives, and in the cases where minimums are required or in cases where a submittal item is required, failure to submit the required information may disqualify the submittal from further consideration. General criteria used to judge each submittal item are described in the following Section C - Evaluation Criteria. Contractors are requested to respond directly to each item separately.

ITEM I: General Introduction:

Provide a simple concise description of your firm. Description shall not be more than two typewritten pages. It may be supplemented by brochures, not exceeding five pages. Description shall identify at a minimum:

a. Legal business name, address, contact person name, phone number, and primary contact email address. (If a branch office or subsidiary, provide same information for head office as well as branch or subsidiary).
b. Number of Years in business under the current name.
c. Brief overview of staff.

ITEM II: Location:

a. Provide a description of your office during the last five years including all business names and addresses used in Colorado during the last five years. See also Section D notes on joint venture and/or partnership submittals.
b. List the current business address and proximity to the University campus.
c. Describe your company’s ability to respond to problems encountered during off hours or when there is no work being performed on site.

ITEM III: Firm Experience:

a. Provide a brief description of at least six (6) projects similar in size and complexity to the project described in Section A. Item II for a construction cost of at least $1,000,000, and successfully completed within the last five (5) years in the capacity as a Contractor acting as prime contractor.

Project descriptions shall include:
(1) Building use. Indicate whether building was occupied during construction.
(2) Gross square footage and brief description of project.
(3) Approximate construction cost.
(4) Project owner’s representative name, address and current phone number.
(5) Project architect’s or engineer’s name and address and current phone number.
(6) Approximate start and substantial completion dates.
(7) Project manager, superintendent, and foreman.

ITEM IV: State of Colorado Project Experience:

a. Provide a brief description of projects for State of Colorado institutions completed within the last five years. List all projects of any size and type completed as prime contractor or subcontractor.

Project descriptions shall include:
(1) Building/Project Name. Indicate whether building was occupied during construction.
(2) Gross square footage and brief description of project.
(3) Owner’s representative's name and current phone number.

b. Provide a brief description of projects at any of the University of Colorado campuses completed within the last five years. List all projects of any size and type completed as prime contractor or subcontractor.

Project descriptions shall include:
1. Building/Project Name. Indicate whether building was occupied during construction.
2. Gross square footage and brief description of project.
3. CU project manager's name.

ITEM V: Successful Project Completion:

a. Indicate the number and dollar amounts of all delay claims, court, or arbitration judgments for and against your firm in the last five years.

b. For all projects completed within the last 10 years, identify separately:
   1. Dollar amount of liquidated damages paid and project involved.
   2. Dollar amount of bonus received for early completion and project involved.

c. For all projects started within the last 10 years, identify any projects that were not 100% completed by your firm (i.e., another contractor completed the work).

ITEM VI: Bonding Capacity and Insurance:

a. Submit evidence from, or attested by, your bonding company that verifies your firm will have bonding capacity, if this project cost of approximately $1,000,000 is added to your current and anticipated workload. Bonding will be required of the bid and if awarded the contract; Bid Bond, 100% Performance, and 100% Labor and Material Payment Bonds will be required.

b. Provide evidence that your company can meet the insurance requirements shown in the attachment in Section D.

ITEM VII: Financial Condition

NOT USED

ITEM VIII: Qualifications of Key Personnel:

Provide information on each of the key personnel listed below that you propose for this project.

a. Project Manager:
   1. Resume.
   2. Related Experience: List of projects of similar size, type.
   3. References, with current phone numbers, to verify experience.
   4. Describe this person's functional roles and duties, and proposed day to day involvement in the project. Will this person be available uninterrupted through the completion of the project?

b. Project Superintendent:
   1. Resume.
   2. Related Experience: List of projects of similar size, type.
   3. References, with current phone numbers, to verify experience.
   4. Describe this person's functional roles and duties.
(5) Describe this person's functional roles and duties, and proposed day to day involvement in the project. Will this person be available uninterrupted through the completion of the project?

c. Project Foreman:
  (1) Related Experience: List of projects of similar size, type.
  (2) Will this person be available uninterrupted through the completion of the project?

ITEM IX: **Schedule and Submittal Control:**

a. Describe your firm's schedule management system. How often are written schedules updated? Provide a sample of a Project Schedule from a previous similar project.

b. Describe your firm's approach to the submittal and shop drawings review process.

ITEM X: **Current Workload/Capacity to Complete this Project:**

a. List current projects, dollar volume by project, and anticipated completion dates of current projects.

b. For projects within five years, indicate the following for the largest amount at any one time:
   (1) Total number of projects.
   (2) Total dollar amount of all projects.

ITEM XI: **Safety:**

a. The University of Colorado is committed to a safe construction work site. Provide a brief statement of your company's safety policies or programs and your Experience Modification Rate (EMR) for the last three (3) years.

ITEM XII: **Project Management:**

Describe your proposed project management system for this project. Include the following topics:

a. General Organization.

b. Staffing Roles.

c. Plan for management and control of subcontractors.

d. Reporting systems to Owner and Architect:
   (1) General communications.
   (2) Actual progress.
   (3) Problems resolution.

e. Quality Control.

ITEM XII: **Affidavit:**

Complete and sign the sample affidavit found in Section D.
SECTION C: EVALUATION CRITERIA

Listed below, corresponding to the Item numbers in Section B (Submittal Requirements), are the general criteria to be used to judge and score the submittals for pre-qualification. Other pre-established information (such as the weight established for the value of a given score and such as required minimum scores for a give item number) will be used by the pre-qualification panel, but will not be available to contractors.

ITEM I: General Introduction:

No scoring will be done with regard to this item. However, submittals which do not include the requested information will be given no further consideration.

ITEM II: Location:

a. It is a minimum requirements to have continuously maintained a Colorado office for the last five years, preference will be given to those Contractors with home offices located in Colorado.

b. Continuity of ownership is an indication of a company's stability.

c. Proximity to the project site is important as it relates to a company's ability to respond to onsite construction issues, especially when the contractor is off site during non-business hours, weekends, and when work has been suspended due to inclement weather.

ITEM III: Firm Experience:

a. It is a minimum requirement for pre-qualification that the Contractor has successfully completed six (6) projects of not less than $1,000,000 per project of similar complexity as defined in Section A, Items I & II. Scoring will occur on this item based on the number of projects in this category and based upon the extent that the projects match the minimum requirements of size and complexity.

ITEM IV: State of Colorado Experience:

a) & b): This item has no minimum requirement. Scoring will occur on this item based on the number of projects in this category. It is beneficial that the contractor has successfully completed projects for State of Colorado entities and the University of Colorado.

ITEM V: Successful Project Completion:

a), b), & c): This item has no minimum requirement. This item has no minimum requirement. Scoring will be based upon the extent that judgments, and the extent of damages paid or bonuses received indicate the ability to successfully complete projects. Failure to supply this information will disqualify the submittal from further consideration.

ITEM VI: Bonding Capacity and Insurance:

a. It is a minimum requirement for pre-qualification that a General Contractor provide evidence that it can bond a single project at $1,000,000 and have excess bonding capacity available.

b. Verify that the company can meet the insurance requirements outlined in Section D.

ITEM VII: Financial Condition:

NOT USED
ITEM VIII: Qualifications of Key Personnel:

a), b), & c): Scoring will be based upon the indicated ability of the key personnel, based on experience, to successfully manage and supervise the project. Failure to supply this information may disqualify the submittal from further consideration.

ITEM IX: Schedule and Submittal Control:

a) & b): This item has no minimum requirement. However, scoring will be based upon the indicated adequacy of the proposed system for this project. Failure to submit the requested information may disqualify the submittal from further consideration.

ITEM X: Current Workload/Capacity to Complete this Project:

a), b) & c): This item has no minimum requirement. However, scoring will be based upon the indicated ability to successfully add this project to current workload based on information requested. Failure to supply this information may disqualify the submittal from further consideration.

ITEM XI: Safety:

This item has no minimum requirement. However, an EMR over 1.0 may be grounds for disqualification.

ITEM XII: Project Management:

It is a minimum requirement that the General Contractor have a total quality management or an established quality control program in place. Scoring will be based upon the indicated ability of the management system to successfully complete this project at a high level of quality. The failure to supply this information may disqualify the submittal from further consideration.

ITEM XIII: Affidavit:

This item will not be scored. However, failure to supply this information may disqualify the submittal from further consideration.
CU Anschutz Campus-Wide Wayfinding Signage / Project Number: 19-182047

SECTION D: MISCELLANEOUS INFORMATION:

ITEM I: Status of Pre-Qualification:

The University reserves the right to reconsider the pre-qualification status of any contractor at any time in accordance with the conditions of the affidavit submittal. The University also reserves the right to limit the pool of pre-qualified contractors for this project to those responding most favorably.

ITEM II: Confidentiality:

Any restriction as to the use of submitted materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary submittals will not be honored. The submittals will not, however, be returned.

ITEM III: Affidavit:

Complete as instructed in Section B, Item XIV the appropriate sections on the following pages.

ITEM IV: Number of Submittal Copies Required:

General Contractors shall submit the pre-qualification submittal document electronically.
AFFIDAVIT FOR INDIVIDUAL

__________________________________________, doing business as ________________________________
   (Name of individual)                                         (Name of Firm)

certifies and says: That he is the person submitting this statement of experience and financial condition; that he has read the same and that the same is true of his own knowledge; that the statement is for the purpose of pre-qualifying to bid this project, and that any depository, vendor or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement; and that furthermore, should this statement at any time prior to the bid date cease to properly and truly represent the condition of said firm in any substantial respect, they will immediately submit appropriate revision for additional consideration understanding that any substantial changes may be grounds for reconsideration of pre-qualification status.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Subscribed on _____________ at ___________________________, ___________________________ State of____
   (date)                         (city)                          (county)

(Applicant must sign here)
AFFIDAVIT FOR CORPORATION

__________________________ certifies and says: That he is
(Name of Officer)

__________________________ of the ____________________________.
(Official Capacity) (Name of firm)

corporation submitting this statement of experience and financial condition; that he has read the same and
that the same is true of his own knowledge; that the statement is for the purpose of pre-qualifying to bid this
project, and that any depository, vendor or other agency therein named is hereby authorized to supply the
University of Colorado Denver with any information necessary to verify the statement; and that furthermore,
should this statement at any time prior to the bid date cease to properly and truly represent the condition
of said firm in any substantial respect, they will immediately submit appropriate revision for additional
consideration understanding that any substantial changes may be grounds for reconsideration of pre-
qualification status.

I certify and declare under penalty of perjury that the foregoing is true and correct.
Subscribed on ____________ at ______________. ______________ State of ____________.
(date) (city) (county)

Note: Use full corporate name and
Attach corporate seal here.

(Officer must sign here)

CORPORATION

If a corporation, answer this:

When incorporated ____________________________

In what State ____________________________

President’s name ____________________________

Vice President’s name ____________________________

Secretary’s name ____________________________

Treasurer’s name ____________________________
AFFIDAVIT FOR COPARTNERSHIP

(Name of Officer) certifies and says: That he is a partnership of (Name of firm),

that said partnership submitted this statement of experience and financial condition; that he has read the same and that the same is true of his own knowledge; that the statement is for the purpose of pre-qualifying to bid this project, and that any depository, vendor or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement; and that furthermore, should this statement at any time prior to the bid date cease to properly and truly represent the condition of said firm in any substantial respect, they will immediately submit appropriate revision for additional consideration understanding that any substantial changes may be grounds for reconsideration of pre-qualification status.

I certify and declare under penalty of perjury that the foregoing is true and correct.
Subscribed on __________ at __________, ______________State of_________________________

The foregoing statement and affidavit are hereby affirmed.

__________________________
(Member of firm must sign here)

__________________________
(Name of firm)

__________________________
(Remaining member of firm sign here)

CO-PARTNERSHIP

If a co-partnership, answer this:

Date of organization _____________________________

State whether partnership is general, limited or association:

Name and address of each partner:

__________________________

__________________________

__________________________

__________________________

__________________________
INSURANCE REQUIREMENTS
General Conditions of the Contract—SC-6.23

General Conditions SC-6.23 document can be found on the following website:
https://www.colorado.gov/pacific/osa/formscont

UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS

SUPPLEMENTARY GENERAL CONDITIONS
For Design Bid Build Contractor Agreement and General Conditions of the Contract
(SC6.21 and SC6.23)
for the CU Denver and CU Anschutz Medical Campus

TABLE OF CONTENTS

ARTICLE 25. INSURANCE

ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

ARTICLE 52. SPECIAL PROVISIONS

ARTICLE 53. MISCELLANEOUS PROVISIONS

APPENDIX A University of Colorado Anschutz Medical Campus Tax Information
ARTICLE 25. INSURANCE – Replace Article 25 as follows:

The term University, University of Colorado, University of Colorado Anschutz Medical Campus, Principal Representative, are the interchangeable for this replacement of article 25.

For purposes of this supplement “Contractor” as used herein shall mean, as appropriate to the State Contract form being used, Contractor, Standing Order Contractor, Construction Manager/General Contractor, or Design/Build Entity.

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under the Contract are satisfied, the insurance coverages set forth below.

By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or subcontractors under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract. The Principal Representative in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES AND LIMITS OF INSURANCE - - Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – ISO CG 0001 or equivalent. Coverage to include:
   - Premises and Operations
   - Explosions, Collapse and Underground Hazards
   - Personal / Advertising Injury
   - Products / Completed Operations
   - Liability assumed under an Insured Contract (including defense costs assumed under contract)
   - Independent Contractors
   - Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
   - Additional Insured—Owners, Lessees or Contractors Endorsement (Completed Operations), ISO CG 2037 (7/2004 Edition or equivalent)
   - The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: “The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

SUPPLEMENTARY GENERAL CONDITIONS
REV: 08/26/2016
• Commercial General Liability Completed Operations policies must be kept in effect for up to three (3) years after completion of the project. For buildings with a construction cost greater than $99 million, the Commercial General Liability Completed Operations policies must be kept in effect for up to eight (8) years after the completion of the project.
• An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

<table>
<thead>
<tr>
<th>Liability Limits</th>
<th>General Aggregate</th>
<th>Products/Completed Operation Aggregate</th>
<th>Each Occurrence</th>
<th>Personal/Advertising Injury</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary General Liability</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Umbrella or Excess Liability*</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

*Umbrella or Excess Liability does not apply to projects totaling $500,000 or under.

The following exclusionary endorsements are prohibited in the CGL policy:

1. Damage to work performed by subcontract/vendor (CG 22-94 or similar);
2. Contractual liability coverage exclusion modifying or deleting the definition of an “insured contract”;
3. If applicable to the work to be performed: Residential or multi-family;
4. If applicable to the work to be performed: Exterior insulation finish systems;
5. If applicable to the work to be performed: Subsidence or earth movement.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this contract

Minimum Limits:

Bodily Injury/Property Damage (Each Accident) $ 1,000,000

3. **Workers Compensation**

• Statutory Benefits (Coverage A)
• Employers Liability (Coverage B)

a. Policy shall contain a waiver of subrogation in favor of the Principal Representative.
b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers’ Compensation Act., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
Minimum Limits:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability)
Each accident $100,000
Disease each employee $100,000
Disease policy limit $500,000

4. **Contractors Pollution Liability**
   - Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). Policy shall cover the Contractor's completed operations.
   - If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.
   - The policy shall be endorsed to include the following as Additional Insureds: The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Construction Manager, including completed operations.
   - Endorsements CA9948 and MCS-90 are required on the Automobile Liability Coverage if the Contractor is transporting any type of hazardous materials.
   - Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.

Minimum Limits (Projects at or under $500,000):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Loss</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Minimum Limits (Projects over $500,000):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Loss</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

5. **Professional Liability (Errors and Omissions)**
   (This Professional Liability requirement applies only to Design/Build Entity SC-8.0 and 9.0.)

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

  Amendment of any Contractual Liability Exclusion to state: “This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts.”
• In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
• Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

<table>
<thead>
<tr>
<th>Wrongful Act</th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

6. **Builder’s Risk/ Installation Floater**

Unless otherwise provided or instructed by the Principal Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder’s Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without optional deductibles. This coverage is required for new buildings or additions to existing buildings and for materials and equipment to be installed in existing structures.

- Covered Cause of Loss: Special Form
- Include Theft and Vandalism
- Labor costs to repair damaged work
- Shall be written for 100% of the completed value (replacement cost basis)
- Deductible maximum is $50,000.00
- Waiver of Subrogation is to apply
- The Regents of the University of Colorado, a body corporate, shall be added as Additional Named Insured on Builders Risk.

1. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
2. The Policy shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Principal Representative has insurable interest in the property to be covered, whichever is later.
3. The Builder’s Risk insurance shall include interests of the Principal Representative, and if applicable, affiliated or associated entities, the General Contractor, subcontractors and sub-tier contractors in the project.
4. Builders’ Risk Coverage shall be on a Special Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect’s fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by
5. The Builders’ Risk shall be written for 100% of the completed value (replacement cost basis) of the work being performed. The Builders’ Risk shall include the following provisions:
   a. Replacement Cost Basis - including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss.
   b. Modify or delete exclusion pertaining to damage to interior of building caused by an perils insured against are covered; also provide coverage for water damage.

6. At the option of the Principal Representative, the Principal Representative may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the Builder’s Risk Policy. The Principal Representative agrees to provide the necessary exposure base information for quotation by the Builder’s Risk carrier. The Principal Representative agrees to pay the premium associated with the Soft Costs coverage, the Principal Representative decides to purchase this coverage.

7. The Builders’ Risk Policy shall specifically permit occupancy of the building during construction. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The Principal Representative and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builders’ Risk Policy. The Builders’ Risk Policy shall remain in force until acceptance of the project by the Principal Representative.

8. The deductible shall not exceed $50,000 and shall be the responsibility of the Contractor except for losses such as flood (not water damage), earthquake, windstorm, tsunami, volcano, etc. Losses in excess of $50,000 insured shall be adjusted in conjunction with the Principal Representative. Any insurance payments/proceeds shall be made payable to the Principal Representative subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner. The Principal Representative shall have the authority to adjust and settle any losses in excess of $50,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Principal Representative exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

9. The Contractor is responsible for providing 45 days’ notice of cancellation to the Principal Representative. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project. If the Contractor does not intend to purchase such Builder’s Risk Insurance required by the Contract and with all of the coverages in the amount described above, the
Contractor shall so inform the Principal Representative as stated in writing prior to commencement of the work. The Principal Representative may then affect insurance that will protect the interests of the Principal Representative, the General Contractor, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the Principal Representative. The cost shall be charged to the Contractor. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed $50,000 per occurrence for most projects. All deductibles will be assumed by the Contractor. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.

If the Principal Representative is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Principal Representative, then the Contractor shall bear all reasonable costs properly attributable thereto.

**ADDITIONAL INSURANCE REQUIREMENTS**

1. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
2. Contractor’s insurance carrier should possess a minimum A.M. Best’s Insurance Guide rating of A- VI.
3. On insurance policies where the Principal Representative are named as additional insureds, the Principal Representative shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
4. Contractor shall furnish the Principal Representative with certificates of insurance (ACORD form or equivalent approved by the Principal Representative) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the Principal Representative before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
5. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
6. The Contractor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available resources.
7. The Contractor shall advise the Principal Representative in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.
8. Provide a minimum of thirty (30) days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the Contract (45 days for builders’ risk coverage).
Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the Principal Representative. The Principal Representative reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

**Subcontractors**
Contractor’s certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor’s limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate.

**Non-Waiver**
The parties hereto understand and agree that The Principal Representative is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, et seq., as from time to time amended, or otherwise available to the Principal Representative or its officers, employees, agents, and volunteers.

**Mutual Cooperation**
The Principal Representative and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

(Revised 7-21-11)

**ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT** – Add the following

Contractor will be required to complete items on University of Colorado Anschutz Medical Campus Supplemental Building / Project Acceptance List and attend walk-thrus and meetings necessary to complete the list, working through the university Project Manager (use University of Colorado Anschutz Medical Campus Supplemental / Project Acceptance List).

**ARTICLE 52. SPECIAL PROVISIONS** - Add the following:

**M: UNIVERSITY OF COLORADO ANSCHUTZ MEDICAL CAMPUS POLICY ON SEXUAL HARASSMENT**

.1 The Architect/Engineer shall vigorously pursue to the greatest extent possible, adherence to the university Policy on Sexual Harassment and also require all employees, and employees of all professional consultants of any kind, working on this project to adhere to this Policy.

.2 Statement of Policy: It is the policy of the university to maintain the community as a place of work, study, and residence free of sexual harassment or exploitation of students, faculty, staff, and administrators. Sexual harassment is prohibited on campus and in the university programs. The university is
committed to taking appropriate action against any of its officials, employees or
students who violate the policy prohibiting sexual harassment.

.3 Definition of Sexual Harassment: For purposes of this Policy, sexual harassment
is defined as conduct which is unwelcome and consists of:

1. sexual advances; 2. requests for sexual favors; or 3. other verbal or physical
conduct of a sexual nature when submission to such conduct is made either
explicitly or implicitly a term or condition of an individual's employment or
academic decisions affecting the individual; or when such conduct has the
purpose or effect, of unreasonably interfering with an individual's work or
academic performance by creating an intimidating, hostile, or offensive working
or educational environment.

Conduct prohibited under this policy may occur between persons of the same
sex or of different sexes and may manifest itself in different ways. For example,
sexual harassment may be as undisguised as a direct solicitation of sexual
favors, or arise from behavior which has the effect of creating an intimidating,
hostile, or offensive educational or working environment. In this regard, the
following types of acts, if pervasive and continuous, are more likely than not to
be considered sexual harassment: unwelcome physical contact, sexual remarks
about a person's clothing, body, or sexual relations, conversation of a sexual
nature or similar jokes and stories, and the display of sexually explicit materials
in the workplace or their use in the classroom without defensible educational
purpose.

.4 Consequence of Sexual Offenses: The university may require the
Architect/Engineer to remove from the university property any individual or
individuals who violate the policy prohibiting sexual harassment.

.5 Contractor acknowledges that all Contractor employees, agents and
representatives providing services to the University of Colorado Denver |
Anschutz Medical Campus are responsible for complying with University policies
and procedures. This includes, without limitation, policies related to professional
conduct, sexual misconduct (including non-consensual sexual intercourse, non-
consensual sexual contact, sexual exploitation, sexual harassment, intimate
partner abuse, and stalking), and discrimination and harassment based on
protected characteristic identity (including race, color, national origin, pregnancy,
sex, age, disability, creed, religion, sexual orientation, gender identity, gender
expression, veteran status, political affiliation, or political philosophy). Please see
http://equity.ucdenver.edu/policies-procedures/.

.6 Contractor agrees that its employees, agents and representatives who engage
in conduct prohibited by University policies, including related retaliation or failure
to report, as determined in the University’s sole discretion, will be subject to
disciplinary action, up to and including termination by Contractor consistent with
Contractor’s policies and procedures.

.7 Further, as Contractor recognizes and agrees that its selection and hiring of
individuals who possess expertise and professional skills to carry out
Contractor’s obligations in an appropriate and non-discriminatory manner that
reflects positively on the University's goodwill and reputation is an essential condition to inducing the University to enter into the Agreement, Contractor agrees to remove or replace any individual whose work or performance under this Agreement is considered by the University as acting inappropriately, unprofessionally, or violating any University policy, in the University's sole discretion, including, without limitation, the aforementioned policies.

.8 Contractor acknowledges that Contractor's activities involve heightened risks as a result of access or exposure by Contractor's employees or agents to one or more security sensitive environments. Contractor expressly acknowledges that Contractor shall take all commercially reasonable measures to mitigate any such risks, which measures shall include but are not limited to conducting criminal history checks, financial background checks when appropriate, and reference checks on all employees or agents who will be performing work at the University. Upon University request, Contractor shall certify in writing that it has complied with this provision and that all employees, agents, and subcontractors performing work hereunder have satisfactorily completed Contractor's background check.

ARTICLE 53. MISCELLANEOUS PROVISIONS - Add the following:

L. All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.
APPENDIX A

Tax Information:

2. Colorado Department of Revenue, Sales Tax Exemption Certificate Multi-Jurisdiction
3. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
3. City of County of Denver Tax Confirming Exemption Status, dated February 19, 2014
5. Colorado Department of Revenue - Contractor Application for Exemption Certification
CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

<table>
<thead>
<tr>
<th>USE ACCOUNT NUMBER</th>
<th>LIABILITY INFORMATION</th>
<th>ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>09802565</td>
<td>G 010180</td>
<td>Aug 25 2017</td>
</tr>
</tbody>
</table>

STATE OF COLORADO/ OFFICE OF STATE CONTROLLER
ATTN: OFFICE OF UNIVERSITY CONTROLLER
1800 N GRANT ST STE 600
DENVER CO 80203-1148

Executive Director
Department of Revenue
Sales Tax Exemption Certificate
Multi - Jurisdiction

See page 2 for instructions

<table>
<thead>
<tr>
<th>Last Name or Business Name</th>
<th>First Name</th>
<th>Middle Initial</th>
</tr>
</thead>
</table>

Address

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP</th>
</tr>
</thead>
</table>

I Certify That

Name of Firm (Buyer)
The Regents of University of Colorado

Address
1800 Grant Street, Suite 600

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP</th>
</tr>
</thead>
</table>

Qualifies As (Check each applicable item)

- ☑ Wholesaler
- ☑ Retailer
- ☑ Manufacturer
- ☑ Charitable or Religious
- ☑ Political Subdivision or Governmental Agency
- ☑ Other (Specify)

If Other, specify here

1) and is registered with the below listed states and cities within which your firm would deliver purchases to us

<table>
<thead>
<tr>
<th>City or State</th>
<th>State Registration or ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Aurora</td>
<td>98-00799-0000</td>
</tr>
<tr>
<td>City of State</td>
<td>State Registration or ID Number</td>
</tr>
<tr>
<td>Colorado</td>
<td>98-02565-0000</td>
</tr>
</tbody>
</table>

which are for resale or lease by us in the normal course of our business which is Institution of Higher Education or

2) that such purchases are exempt from payment of sales or use tax in such states and cities because our buyer is:

- ☑ Political Subdivision or Governmental Agency
- ☑ Charitable or Religious
- ☑ Otherwise Exempt By Statute (Specify)

If Otherwise Exempt By Statute, specify here

<table>
<thead>
<tr>
<th>City or State</th>
<th>State Registration or ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of State</td>
<td>State Registration or ID Number</td>
</tr>
<tr>
<td>Colorado</td>
<td>State Registration or ID Number</td>
</tr>
<tr>
<td>Texas</td>
<td>State Registration or ID Number</td>
</tr>
</tbody>
</table>

If the list of states and cities is more than six(6), attach a list to this certificate.

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sale or Use Tax we will pay the tax due direct to proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be called until canceled by us in writing or revoked by the city or state.

General Description of products to be purchased from seller

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature (owner, Partner or Corporate Officer)

Title
Associate Vice President/University Controller

Date (MM/DD/YYYY) 7/4/18
March 12, 2001

Wayne F. Henderson  
Vice Chancellor for Administration and Finance  
University of Colorado Health Sciences Center  
Fitzsimons, Building 500, Room C1003  
P.O. Box 6508  
Aurora, Colorado 80045-0508

RE: Letter of Commitment

Dear Mr. Henderson:

I am in receipt of your letter dated February 27, 2001, requesting that I issue a letter of commitment to the University of Colorado Health Sciences Center ("UCHSC") pursuant to City Code Section 130-63(c). It is my understanding that UCHSC is part and parcel of the University of Colorado, a public institution of higher education of the State of Colorado. § 23-20-101, et seq., C.R.S. You have asked for some assurance that UCHSC is exempt from the payment of City sales and use tax, as well as the employer portion of the City occupational privilege tax.

City Code Section 130-157(1) exempts all sales of tangible personal property and taxable services to the various political subdivisions of this state from imposition of City sales tax. Identical exemptions exist in both the City Use Tax ordinance (City Code § 130-198(5)) and the City Employer Occupational Privilege Tax ordinance (City Code § 130-405(1)). Accordingly, UCHSC falls squarely within each of these three exemptions.

It should be noted, however, that these exemptions do not extend to the collection of City tax. For instance, UCHSC must collect, report, and remit City sales tax on any retail sale of tangible personal property or taxable services it makes to a non-exempt third party. City Code § 130-160. Likewise, UCHSC
must also collect, report, and remit the employee portion of the City occupational privilege tax for each person it employs within the City for any period of time within a calendar month sufficient to receive no less than $250.00 as compensation for such employment. *City Code § 130-464.*

With respect to the deposit and ultimate payment of City use tax on construction materials, it is the longstanding policy of the City that the party who contracts for and directs and controls the construction of building improvements is liable for such tax. *See Fifteenth Street Investment Co. v. People,* 102 Colo. 571, 81 P.2d 764 (1938). Under the circumstances described in your request, it is UCHSC, and not its contractors, upon whom sole liability for the payment of City use tax would rest. Because UCHSC is an exempt entity, no use tax is due and owing on the purchase and subsequent use of construction materials for the development of UCHSC’s property at the Fitzsimons site.

With regard to your additional requests, the City has no objection if UCHSC’s contractors wish to use this letter to present to City building officials and third-party retailers as evidence of UCHSC’s tax exemption. As for any future revocation of this letter, unless the status of UCHSC as a political subdivision changes, the various City tax exemptions which UCHSC is entitled to claim cannot be lawfully repealed without the prior approval of the City’s voters. *See Colo. Const. Art. X, § 20(4)(a).* Therefore, the City believes UCHSC will be adequately informed in the event that the City decides to seek approval for any change in its tax laws that would impact UCHSC’s tax-exempt status.

Very truly yours,

John Gross
Director of Finance
February 19, 2014

University of Colorado
Procurement Service Center
1800 Grant Street, Suite 500
Denver, CO 80203

Ladies/Gentlemen:

The above named entity is exempt from the Denver sales tax per Sec. 53-26(1) of the City Retail Sales Tax Article:

Sec. 53-26 (1) Exemptions

There shall be exempt from taxation under the provisions of this Article the following: (1) All sales to the United States Government, to the State, its departments and institutions and the political subdivisions thereof, only when purchased in their governmental capacities.

To qualify for the exemption, purchases must be billed direct to the organization, and payment made from funds of the organization.

The exemption does not extend to construction contractors who may perform contracts for you; they are the consumer of all property purchased and used in the performance or contracts for others. Nor does the exemption apply to purchases by employees or members for their own personal use.

You may reproduce this letter to furnish to suppliers as needed.

Sincerely,

[Signature]

Donald Korte, Audit Manager
Tax Compliance/Audit Section
720-913-9339
Michael J. Barden  
University of Colorado at Denver and Health Sciences Center (UCDHSC)  
Building 500, Mail Stop F418  
P.O. Box 6508  
Aurora CO 80045

April 7, 2006

Dear Mr. Barden:

This is in response to your letter of March 1, 2006, to Bruce Nelson of the Department of Revenue regarding sales tax exemption from county and special district sales taxes for UCDHSC construction projects at the Fitzsimons campus. Mr. Nelson has left the Department, so I am responding to your inquiry.

In regards to Adams County sales and use tax, the sales tax is collected by the Department of Revenue, not the city of Aurora. Use tax on building materials is collected by the county when issuing building permits. Under 29-2-105(d), 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., UCDHSC and its contractors and sub-contractors are exempt from county sales and use tax on construction and building materials for State/UCDHSC owned real property.

In regards to special district sales and use taxes, UCDHSC and its contractors and sub-contractors are exempt from sales and use tax pursuant to the exemptions granted in 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., for the Regional Transportation District under 32-9-119(2)(c)(I), C.R.S, for the Scientific and Cultural District under 32-13-107(2), C.R.S, and for the Metropolitan Football Stadium District under 32-15-110(2)(a), C.R.S.

Additionally, for construction projects in the City and County of Denver, UCDHSC and its contractors and sub-contractors are exempt from the aforementioned special district sales and use taxes, as well as state sales and use tax.

Should you have additional questions regarding these matters, feel free to contact me.

Respectfully,

Steve Asbell  
Taxpayer Service Policy Group  
Colorado Dept of Revenue  
Ph: 303.866.3689   email: sasbell@spike.dor.state.co.us
Special Notice

Purpose of this application
The exemption certificate for which you are applying must be used only for the purpose of purchasing construction and building materials for the exempt project described below. This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works owned and used by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.

A separate certificate is required for each project.

Colorado Withholding Account Number
A Colorado Account Number (CAN) should be provided in this field. Applications that are left blank or list N/A will not be processed and will be returned.

Subsidiary:
This box is marked when a subsidiary is using the parents withholding account number (only when it does not have its own.) Provide the parents CAN.

Subcontractor:
This box is marked when a contractor does not have employees of their own and outsources their employees through a subcontractor. List the subcontractor or subcontractors name and CAN(s).

Staffing Agency:
This box is marked when a contractor does not have employees of their own and outsources their employees through a staffing agency. Provide the Staffing Agency’s name and CAN.

No employees/no subcontractors:
For contractors with no employees, no subcontractors/staffing agencies:
Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

Subcontractors:
Subcontractors will not be issued Certificates of Exemption by the Department of Revenue. Upon receipt of the Certificate, the prime contractor should make a copy for each subcontractor involved in the project and complete it by filling in the subcontractor’s name and address and signing it. The original Certificate should always be retained by the prime contractor. Copies of all Certificates that the prime contractor issued to subcontractors should be kept at the prime contractor’s place of business for a minimum of three years and be available for inspection in the event of an audit.

See FYI Sales 95 for information about qualifying affordable housing projects.

To avoid a returned application ensure you have done the following:

- [ ] Accurately completed all applicable boxes of the form.
- [ ] Provided a copy of the Contract or agreement page. The Contract or Agreement page lists the type and scope of work.
- [ ] Bid amount on Contract or Agreement page matches the amount listed on the application (to the penny).
- [ ] Contract or Agreement page contains the signatures of the contracting parties.
- [ ] The form DR0172 (application) is signed.
- [ ] The exempt organizations number was provided and is correct.
Contractor Application for Exemption Certificate

This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works owned and used by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law. A separate certificate is required for each contract.

Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009
Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

For Department Use Only. Do not write in this section.

Must be completed by applicant

**Contractor Information**

<table>
<thead>
<tr>
<th>Trade name/DBA</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Owner, partner or corporate last name</th>
<th>First Name</th>
<th>Middle Initial</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-Mail Address</th>
<th>FEIN</th>
<th>Bid amount for your contract (Must match to the penny)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax number</th>
<th>Business Phone number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Colorado withholding tax account number</th>
<th>Subsidiary</th>
<th>Subcontractors</th>
<th>Staffing Agency</th>
</tr>
</thead>
</table>

| No Employees/Subcontractors, (Provide explanation or attach a letter of explanation) |

### Exemption Information

Copies of contract or agreement page, identifying the contracting parties, bid amount, type of work, and signatures of contracting parties must be attached

<table>
<thead>
<tr>
<th>Name of exempt organization (as shown on contract)</th>
<th>Exempt organization's number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>98</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of exempt organization</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Principal contact at exempt organization Last Name</th>
<th>First Name</th>
<th>Middle Initial</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Housing Authority (if applicable)</th>
<th>Name of Project (if applicable)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Owner of the Project (if applicable)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Physical location of project site (give actual address when applicable and Cities and/or County (ies) where project is located)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Principal contact's telephone number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Scheduled construction start date (MM/DD/YY)</th>
<th>Estimated completion date (MM/DD/YY)</th>
</tr>
</thead>
</table>

I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.

Signature of the business owner, partner or corporate officer | Title of corporate officer | Date (MM/DD/YY)
ACKNOWLEDGEMENT AND ATTESTATION FORMS

A. Several versions of the Acknowledgment and Attestation Form follow this section. Proper completion of the appropriate form is a mandatory requirement for a respondent to be considered responsive to this advertisement.

B. Qualifications made by a respondent in executing this form may render a submittal non-responsive as determined by the State.
ACKNOWLEDGEMENT AND ATTESTATION FORM
(Partnership Format)

Date: ______________________________

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on ______________________________ at ______________________________

Date City

___________________________, State of ______________________________

County State

1)___________________________________________

Partner Signature

Typed Name:_________________________

2)___________________________________________

Partner Signature

Typed Name:_________________________

Notary:___________________________________________       ________________

Date

Commission Expires:___________________________

Note: Add additional signature if there are more than two partners.
ACKNOWLEDGEMENT AND ATTESTATION FORM
(Joint Venture Format)

Date: ______________________

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Manager/General Contractor sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _______________________________ at _________________________,
                       Date City
                        County State

1)_______________________ ______________________ _________________
   Venture Partner Binding Signature Date

   Typed Name: _____________________________
   Type of Business Title: _____________________________

   Witness Date
   Typed Name: _____________________________

2)_______________________ ______________________ _________________
   Venture Partner Binding Signature Date

   Typed Name: _____________________________
   Type of Business Title: _____________________________

   Witness Date
   Typed Name: _____________________________

Note:
1. Add additional venture partners as necessary.
2. Witnesses of venture partners shall be corporate secretary for corporations, partners for partnerships, and notaries for sole proprietorships.
3. Attach venture agreement
4. Type of business shall identify the venture partner as a corporation, venture, partnership, sole proprietorship, or other legal entity.
ACKNOWLEDGEMENT AND ATTESTATION FORM
(CORPORATE FORMAT)

Date: ______________________

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _______________________________ at _________________________,

Date City

___________________________, State of _____________________________________.

County State

___________________________________ ____________________________

Corporate Officer Signature Date

___________________________________ ____________________________

Secretary Date

Note: Use full corporate name and attach corporate seal here.

(SEAL)
ACKNOWLEDGEMENT AND ATTESTATION FORM
(Sole Proprietorship Format)

Date: ______________________

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on ______________________________ at ________________________,
Date City
___________________________, State of ____________________________________.
County State

___________________________________ ____________________________
Respondent Date

Typed Name: ________________________

___________________________________ ____________________________
Notary: ____________________________ Date

Commission Expires: ___________________
EXHIBIT – Project Outline

The following documents are for information only. Final bid package may differ.
PROPOSED SIGNAGE LOCATIONS

Type B - Wayfinding Signage
Type F - Wayfinding Signage
Project Alternates
Type B - Wayfinding Signage
Type B.1 - Wayfinding Signage
1 4” thick sandstone base to match material as noted. CIP concreter interior core-fill as required. Footing as required by engineering. Footing not to be visible above grade.

2 1/8” thick brake-formed internally-illuminated aluminum cabinet with internal framing as required. Painted to match as noted. All hardware to be concealed.

3 1” tall, 1” deep reveal to be painted to match as noted.

Note: All wayfinding messaging shown below are placeholder text and each entity is responsible for providing accurate messaging.

**Sign Type B: Multi-Entity Directional**

**Sign Type B: Multi-Entity Directional - Plan View**

Scale: 1/2” = 1’-0”

**Sign Type B: Multi-Entity Directional - Side View**

Scale: 1/2” = 1’-0”

22 max. characters including spaces. Typeface: Helvetica, Bold

Typeface: Helvetica, Bold
**Sign Type B: Multi-Entity Directional**

1. 1/8" thick brake-formed aluminum cap to be mechanically fastened to top of cabinet with concealed fasteners. Painted to match as noted.
2. 1/2" thick push-through white acrylic logo and lettering.
3. 1/8" thick aluminum spacers between message panels painted to match as noted.
4. Removable emergency infill panels to be .25" white translucent acrylic. Arrows, messaging, and icons to be routed and backed at perimeter for flush fit to routed face. First surface to be applied with translucent film as noted. Opaque routed returns to prevent light leaks.
5. 1/4" thick removable aluminum panels painted to match as noted with arrows, messaging, and icons routed and backed with white acrylic. Weld threaded studs second surface for bolt attachment to sign face frame.
6. Flush in routed message and arrows with 1/4" thick white translucent acrylic. No visible hot spots.
7. Flush in icon with 1/4" thick white translucent acrylic and chem weld to second surface to clear acrylic backing with diffuser film. Icon are face illuminated. Match colors as noted.

---

**Diagram Details**

- 1/8" thick brake-formed aluminum cap
- 1/2" thick push-through white acrylic logo
- 1/8" thick aluminum spacers
- 0.25" white translucent acrylic infill panels
- 1/4" thick removable aluminum panels
- 1/4" thick white translucent acrylic
- 1/4" thick white translucent acrylic icon
- Weld threaded studs for bolt attachment
- Face illuminated icons

---

**University of Colorado ANSCHUTZ Medical Campus**

- **MESSAGE EMERGENCY**
- **MESSAGE HOSPITAL**
- **ANSCHUTZ MEDICAL CAMPUS**
- **MESSAGE EMERGENCY**
- **MESSAGE HOSPITAL**

---

**Sign Type B: Multi-Entity Directional - Detail View**

Scale: 1" = 1'-0"
1” tall, 1” deep reveal to be painted to match as noted.

Sign Type B: Illuminated Intent - Isometric View
Scale: NTS

Sign Type B: Reveal Detail View
Scale: 3” = 1’ - 0”
4” diameter standard pipe to top of sign cabinet.

2 8” CIP concrete interior core-fill as required.
Top of block shall be above stone.

3 4” thick sandstone base to match material as noted.

4 Spacer to be placed between sandstone and concrete.

5 5’-4” x 1’-4” Concrete footing set top of footing below final grade. (1) row of #4 rebar both directions at 12” on center.

6 (4) #4 rebar vertical in caisson.

7 16” diameter concrete caisson.

---

Sign Types B, B.1, C, D - Sandstone Base Detail Plan View
Scale: 3/4” = 1’-0”

---

Sign Types B, B.1, C, D - Section View through Front Elevation
Scale: 3/4” = 1’-0”
**B.1 Sign Type B.1: Single-Entity Directional**

1. 4" thick sandstone base to match material as noted. CIP concreter interior core-fill as required. Footing as required by engineering. Footing not to be visible above grade.

2. 1/8" thick brake-formed internally-illuminated aluminum cabinet with internal framing as required. Painted to match each entity’s main brand color. All hardware to be concealed.

3. 1" tall, 1" deep reveal to be painted to match as noted.
   
   Note: All wayfinding messaging shown below are placeholder text and each entity is responsible for providing accurate messaging.
Sign Type B.1: Single-Entity Directional

1. 1/8" thick brake-formed aluminum cap to be mechanically fastened to top of cabinet with concealed fasteners. Painted to match as noted.

2. Logo and text is 1/2" thick white acrylic push-through. Logo and text to be face and edge illuminated. Cut to shape translucent vinyl to be applied if needed for logo color to be illuminated. Seal with satin clear-coat as required.

3. 1/4" thick removable aluminum panels with arrows, messaging, and icons routed and backed with white acrylic. Weld threaded studs second surface for bolt attachment to sign face frame. Grey dotted line indicates removable panels.

4. Flush in routed message and arrows with 1/4" thick white translucent acrylic. No visible hot spots.

5. Flush in icons with 1/4" thick white translucent acrylic. No visible hot spots. Icons are face illuminated. Match colors as noted.
1" tall, 1" deep reveal to be painted to match as noted.
F  Sign Type F: Map/Directory Kiosk

1 Pre-cast concrete base. Footing as required by engineering. Footing not to be visible above grade.
2 1/8" thick brake-formed internally-illuminated aluminum cabinet with internal framing as required. Painted to match as noted.
3 1/4" thick aluminum tubes with all visible surfaces painted to match as noted. All hardware to be concealed.
4 1" tall, 1" deep reveal to be painted to match as noted.
**F Sign Type F: Map/Directory Kiosk**

1. Text and graphics to be high quality, exterior-grade direct print on vinyl as noted using UV resistant inks. Seal with satin clear-coat as required.

   Dashed line denotes edge of vinyl print.

2. 1/2" thick aluminum frame to be painted to match as noted. Frame to hold 1/4" thick, clear, non-glare acrylic window reveal and 1 1/8" thick, clear acrylic panel. Map art is UV resistant, high-resolution direct print on 2nd surface. Internally illuminated with no visible hot spots. Map panel to slide into track system in interior of cabinet to allow for changeability.

3. Hinged door access panel (as noted by dashed white line) for maintenance and internal access to illumination elements and changeable map panel. Door attached with concealed, tamper proof mechanical fasteners & painted to match colors as noted.

4. Track system to be installed at top and bottom of hinged access door (as noted by dashed blue lines) and securely holds clear, non-glare acrylic map panel in place to show through window reveal. Track system to be integrated into hinged door access panel and must allow for changeability for future map updates.

5. Logo and text to be 1/2" thick white acrylic push-through.
1. 1/8" thick aluminum frame painted to match as noted and mechanically fastened to top of sign cabinet.

2. Cut to shape vinyl to match color as noted. Seal with satin clear coat as required.

3. .25" white translucent acrylic panel to be internally illuminated.