LSC Garage Dry Pipe Sprinkler Replacement
Pre-Qualification Packet

PN 790625 / LSC Garage Dry Pipe Sprinkler Replacement

Notice No. 790625

Issued by

University of Colorado Denver Facilities Projects

Delivery address:

Facilities Projects
1945 North Wheeling Street, 3rd Floor, Reception Desk, Aurora, CO 80045

Attention: Dan Argersinger

Mailing address:

1945 North Wheeling Street, Mail Stop F418, Aurora, CO 80045

12/15/17
Section A: Introduction

Item I: Intent ........................................................................................................................................................................... Page 5
Item II: Project Description .................................................................................................................................................... Page 5
Item III: Project Financing ....................................................................................................................................................... Page 6
Item IV: The Pre-qualification Process ................................................................................................................................ Page 6
Item V: Schedule ...................................................................................................................................................................... Page 7
Item VI: Notes for Subcontractors Qualifications .................................................................................................................... Page 7

Section B: Submittal Requirements

Item I: General Introduction ....................................................................................................................................................... Page 8
Item II: Location ........................................................................................................................................................................... Page 8
Item III: Firm Experience ........................................................................................................................................................... Page 8
Item IV: State of Colorado Project Experience ............................................................................................................................ Page 8
Item V: Successful Project Completion .................................................................................................................................. Page 9
Item VI: Bonding Capacity and Insurance ................................................................................................................................ Page 9
Item VII: Financial Condition - NOT USED ................................................................................................................................ Page 9
Item VIII: Qualifications of Key Personnel ............................................................................................................................... Page 9
Item IX: Schedule and Submittal Control .................................................................................................................................. Page 10
Item X: Current Workload/Capacity to Complete Project ........................................................................................................ Page 10
Item XI: Safety ............................................................................................................................................................................. Page 10
Item XII: Project Management ...................................................................................................................................................... Page 10
Item XIII: Affidavit ...................................................................................................................................................................... Page 10

Section C: Evaluation Criteria

Item I: General Introduction ........................................................................................................................................................ Page 11
Item II: Location ........................................................................................................................................................................... Page 11
Item III: Firm Experience ........................................................................................................................................................... Page 11
Item IV: State of Colorado Project Experience ............................................................................................................................ Page 11
Item V: Successful Project Completion .................................................................................................................................. Page 11
Item VI: Bonding Capacity and Insurance ................................................................................................................................ Page 11
Item VII: Financial Condition - NOT USED ................................................................................................................................ Page 11
Item VIII: Qualifications of Key Personnel ............................................................................................................................... Page 11
Item IX: Schedule and Submittal Control .................................................................................................................................. Page 12
Item X: Current Workload/Capacity to Complete Project ........................................................................................................ Page 12
Item XI: Safety ............................................................................................................................................................................. Page 12
Item XII: Project Management ...................................................................................................................................................... Page 12
Item XIII: Affidavit ...................................................................................................................................................................... Page 12

Section D: Miscellaneous Information

Item I: Status of Pre-qualification ................................................................................................................................................ Page 13
Item II: Confidentiality ................................................................................................................................................................. Page 13
Item III: Affidavit ........................................................................................................................................................................... Page 13
Item IV: Number of Submittal Copies Required ........................................................................................................................ Page 13
Affidavit Attachments ................................................................................................................................................................. Page 14-16

Insurance Requirements ............................................................................................................................................................... 17 - 22
ADVERTISEMENT FOR BIDS – TWO-STEP

Agency: University of Colorado Denver

Notice Type: Advertisement for Bids

Is this a Two Step AFB? Yes

Construction Cost Categories:

$150K-$500K

Should this notice include print media information: No

Project No: 790625

Project Title: LSC Garage Dry Pipe Sprinkler Replacement

Project Description: Replace the Dry Sprinkler System within the upper and lower parking structures at the Lawrence Street Center Building located at 1380 Lawrence Street, Denver, CO 80204

The scope of work includes demolition of existing piping, demolition of existing air compressor, installation of new air compressor, install new piping, staging and coordinating replacement activities in a manner that maintains fire protection throughout the work process.

Project should be substantially completed within: 90 Calendar Days

Project shall be finally compete within: 100 Calendar Days

Bidder may procure Bidding Documents from:
http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx

Deposit required for a complete set of Contract Documents: $0

AARA Funding: No

Settlement Notices:

*For all projects with a total dollar value above $50,000 Notice of Final Settlement is required by C.R.S. 38-26-107. Final Settlement, if required, will be advertised via: Electronic Media

Scope of Services:

Submission Details:

Submission Deadline: 12/15/17, 2:00PM

Submissions Accepted Via: ☑ Email ☐ Fax ☑ In Person ☑ Mail

Details: University of Colorado Denver
Facilities Projects
Third Floor Reception
1945 N Wheeling St., Mail Stop F418
Aurora, CO 80045

Attention: Elaine Rydberg
Comments: Late submittals will be disregarded. When noted that a completely executed form will be sent by certified mail to the Contractor, or any other means as agreed to, notice will be sent by electronic mail.

**Point of Contact:**

Name: Dan Argersinger  
Agency: University of Colorado Denver  
Phone: 303-724-5681  
Fax: 303-724-0931  
Email: Daniel.argersinger@ucdenver.edu  
Comments: Enter any comments

**Meetings:**

Mandatory  
Date and Time: 1/5/2017, 2:00PM  
Details: Lawrence Street Center Building, 1st Floor Lobby, 1380 Lawrence Street, Denver, CO 80204  
Comments: Submittals received from bidders who have not attended the mandatory pre-submittal meeting will not be considered for the project. Questions will be collected until 1/11/18 at 2:00PM from those who attended mandatory pre-submittal meeting. Questions will be answered by 1/16/18 at 2:00PM.

**Specification Details/Attachments:**

Comments: University of Colorado Denver’s Two-Step Pre-Qualification Packet  
Attachments: LSC Upper and Lower Garage Dry Pipe Sprinkler System As-built Drawings

**Media of Publications:**

Media of Publication(s): [http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx](http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx)

Publication Dates: 12/1/17
Notice is hereby given to Contractors that the University of Colorado Denver 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 of Colorado Denver 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:

http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx

Statements of interest will be accepted at the above office no later than 2:00 p.m. local time on December 15, 2017.

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 years, in the capacity of a Contractor, of at least five 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 $250,000 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 have experience with similar projects, close coordination with Owner's ongoing operations, and quality management experience.

d. Certified bonding capacity of $250,000 each per labor and materials payment bond and performance bond. Capability of obtaining insurance as described in the attachment in Section D.

SECTION A: Introduction

ITEM I: Intent:

The Regents of the University of Colorado requests submittals for pre-qualification of Contractors for Construction Project titled PN 790625 / LSC Garage Dry Pipe Sprinkler Replacement. 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 not withstanding 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 five (5) 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 $250,000 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 have experience with similar projects, close coordination with Owner’s ongoing operations, and quality management experience.

d. Certified bonding capacity of $250,000 each for labor and materials payment bond and for performance bond. Capability of obtaining insurance as described in the attachment in Section D.

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

It is further the intent of the University of Colorado Denver 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:

Replace the Dry Sprinkler System within the upper and lower parking structures at the Lawrence Street Center Building located at 1380 Lawrence Street, Denver, CO 80204. The scope of work includes demolition of existing piping, demolition of existing air compressor, installation of new air compressor, install new piping, staging and coordinating replacement activities in a manner that maintains fire protection throughout the work process.

ITEM III: Project Financing: University of Colorado Denver 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:

Campus Services Building
Facilities Projects Department
Third Floor Reception Desk Rm T36-310
1945 North Wheeling Street, MS F-418
Aurora, CO 80045
Attention: Elaine Rydberg

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 of Colorado Denver 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 of the University of Colorado Denver 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 to:

Dan Argersinger, Project Manager
No telephone communication regarding the pre-qualification will be answered. Contact shall be made only in writing to the above individual. The University of Colorado Denver, the Principal Representative, and the Architect will not be responsible for the accuracy or validity of information received later than 2:00 p.m. local time, December 15, 2017.

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:

- Pre Qualification submittals due: December 15, 2017 2:00 PM
- Pre Qualified Contractors list available: December 22, 2017 2:00 PM
- Projected Date for Drawings and Specs available: December 15, 2017
- Projected Mandatory Pre bid meeting: January 5, 2018 2:00PM
- Projected Bids due: January 19, 2018 2:00 PM
- Projected Work to start: February 12, 2018

ITEM VI: Notes for Subcontractors Qualifications:

N/A

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:
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 of Colorado Denver 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 five projects similar in size and complexity to the project described in Section A. Item II for a construction cost of at least $250,000, and successfully completed within the last five 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:
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 $200,000-$250,000 is added to your current and anticipated workload. Bonding will be required of the bid and if awarded the contract, 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, and 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, and 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, and 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:
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 XIII: 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 five (5) projects of not less than $250,000 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 $250,000 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.
SECTION D: MISCELLANEOUS INFORMATION:

ITEM I: Status of Pre-Qualification:

The University of Colorado Denver 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 of Colorado Denver also reserves the right to limit the pool of pre-qualified contractors for this project to those responding most favorably.

ITEM II: Confidentiality:

All submitted materials will be kept confidential. 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 four (4) copies and One (1) electronic copy of the pre-qualification submittal document.
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

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

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________
(date) (city) (county)

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
(Contractor’s Design/Bid/Build SC-6.21)

ARTICLE 25. INSURANCE – Replace Article 25 as follows:

The term University, University of Colorado, University of Colorado Denver, 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 coverage’s 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 coverage’s. 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”.
   - 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.
**Liability Limits**

<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:

<table>
<thead>
<tr>
<th>Coverage A (Workers’ Compensation)</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease each employee</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease policy limit</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

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 Insured's**: 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/coverage’s 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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wrongful Act</td>
<td>$2,000,000</td>
</tr>
<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 law, which shall specifically cover insured equipment during installation and testing (including hot testing, where applicable). Other coverage's may be required if provided in contract documents.
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 perils insured against are covered; also provide coverage for water damage
   
   Note, if the addition, or renovation is to an existing building, The Principal Representative requires that the Contractor provide as an option to include the existing building into the Builders' Risk Policy. The Principal Representative shall provide the replacement cost value of the existing building
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 coverage’s 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. Coverage’s applying shall be the same as stated above including other coverage’s 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 insured’s, 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 insured’s, the Principal Representative shall be additional insured’s 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 insured’s 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)