REQUEST FOR DOCUMENTED QUOTE
Contractor’s Agreement Design/Bid/Build
State of Colorado
University of Colorado Anschutz Medical Campus (GFE)
Notice Number: PN 19-118266
PROJECT OPEN TO SMALL CONSTRUCTION PURCHASE PROGRAM
MECHANICAL CONTRACTORS ONLY

Notice Status: OPEN
Publish Date: May 20, 2019
# Notice Revisions: 0
Revision Publish Date: N/A

Project No: 19-118266
Project Title: Anschutz Health and Wellness Center – Replace Basement Steam Roof Systems
Estimated Construction Cost: $40,000 – $65,000

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
Remove and replace two electric 48kW steam room generators at the Anschutz Health and Wellness Center. Project will also include installing new in-line water filtration that does not currently exist at each steam generator. Please reference project documents for all details.

Scope of Services
The SCPP Mechanical Contractor will be the prime contractor for this project. Mechanical, plumbing, and electrical construction to complete the scope of work.

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. Contractor must currently be listed on the University SCPP Pre-Qualified Contractors List; and
http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/SCPP.aspx
2. Provided General Contracting services within the last three (3) years for at least two (2) projects each in excess of $100,000 (hard costs), utilizing the expertise present in their Colorado Office; and

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

4. Demonstrated bonding capability up to $150,000 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity; and

5. Bid Bond is required if project exceeds $50,000.

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

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

**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 Meeting and walk is scheduled for Tuesday 5/21/2019 at 3:00 pm at:

University of Colorado Anschutz Medical Campus  
Health and Wellness Center  
1st Floor, Main Entrance Lobby Area (next to fitness center check in desk)  
12348 E. Montview Blvd.  
Aurora, CO 80045.

**Schedule/Submission Details**

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

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2. Documented Quotes shall be received no later than June 6, 2019 3:00 PM, and shall be submitted accepted via mail, or in person at the following address:

Agency: University of Colorado Anschutz Medical Campus (GFE)
Contact Name: Ben Bohmann
Address: ben.bohmann@CUAnschutz.edu
Facilities Projects, 3rd Floor
1945 N. Wheeling Street., Mail Stop F418
Aurora, Colorado, 80045

Comments: Late Documented quotes will be rejected without consideration. Documented Quotes will be received from pre-qualified SCPP contractors only. Documented Quotes received from bidders who have not attended the mandatory pre-bid meeting will not be considered for the project. The University of Colorado Denver and the State of Colorado assume no responsibility for costs related to the preparation of submittals.

3. 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 72 hours before the schedule date and time.

Point of Contact/Clarification

Name: Ben Bohmann
Agency: University of Colorado Denver | Anschutz Medical Campus
Phone: 303.724.3956
Fax: NA
Email: ben.bohmann@CUAnschutz.edu

This Notice is also available on the web at www.colorado.gov/pacific/osa/cdnotices
Media of Publication(s):

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

Publication Dates: 5/20/2019
ENLARGED EQUIPMENT ROOM MECHANICAL PLAN

SCALE: 1/4" = 1'-0"

1. ROUTE THE CONDENSATE TO THE EXISTING FS.
2. NEW WATER FILTRATION SYSTEM TO BE MOUNTED ON WALL. ASX200, PROVIDE NEW "DOMESTIC CW TO FILTER AND PROVIDE NEW FILTERED WATER TO NEW STEAM GENERATOR.
3. NEW STEAM GENERATOR SHALL BE PROVIDED WITH IT1 AND I60 CONTROLS TO MATCH EXISTING.
4. DISCONNECT EXISTING STEAM GENERATOR AND PREPARE ALL EXISTING PIPING FOR CONNECTION TO NEW STEAM GENERATOR.
5. REMOVE AND REPLACE AROMA INJECTION SYSTEM AND 1-GALLON STORAGE TANK WITH NEW.
6. EXISTING IN ROOM CONTROLS/SENSORS TO REMAIN AS IS.

PROJECT: SHEET NUMBER
SHEET TITLE: DATE:

DESIGNER: REVIEW: DRAWN: DATE

TELE: 303.991.0991 1615 CALIFORNIA STREET SUITE 301 DENVER, COLORADO 80202

ENGINEERING

M1.0 MECHANICAL DETAILS AND SCHEDULES

SPECIFICATIONS

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<th>Model</th>
<th>Model</th>
<th>Issue</th>
<th>Year</th>
<th>Capacity</th>
<th>kW</th>
<th>Notes</th>
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<tr>
<td>ASX200 Dual Sump/Cartridge System</td>
<td>1, 2, 3, 4, 5</td>
<td>58</td>
<td>60</td>
<td>1,280</td>
<td>145</td>
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<tr>
<td>Amerec Al-48</td>
<td>1, 2</td>
<td>480</td>
<td>24</td>
<td>164,000</td>
<td>164</td>
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<tr>
<td>ITI Room Thermostat</td>
<td>6</td>
<td>480</td>
<td>24</td>
<td>145</td>
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<td></td>
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<tr>
<td>MR. STEAM CU-2000 48 KW COMMERCIAL STEAMBATH GENERATOR (480 V, 3 PH)</td>
<td>7</td>
<td></td>
<td></td>
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<td></td>
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ADD ALTERNATE 1 PROVIDE MR. STEAM CU-D1Ppak1 DIGITAL 1 CONTROL PACK, CU-ABHdCU2 COMMERCIAL HEAVY DUTY BLOWDOWN SYSTEM FOR CU MODELS, CU-AUXLWCO AUXILIARY LOW WATER CUT OFF WITH MANUAL RESET FOR CU-UNITS, WATER FILTRATION SYSTEM, AND ALL REQUIRED CONTROLS/ACCESSORIES TO MAINTAIN EXISTING OPERATION SEQUENCE.

TERMINAL STRIP CONNECTORS TO TERMINALS IN.

CONTROL BOX TERMINALS OF EXISTING. INCLUDE DRAIN PAN UNDER NEW STEAM GENERATOR.

BOILER PERMITS/INSPECTIONS BY THE STATE OF COLORADO TO BE INCLUDED. CU ANSCHUTZ TO PROVIDE PERMIT FOR ALL OTHER WORK.

REFERENCES AND SOURCES OF EXISTING. INCLUDE DRAWN PAU UNDER INSTRUCTIONS.

DRAWING SHEET 1 OF 2

CONTRACTOR: HEALTHY AND GROWING STEAM ANDWATER TREATMENT CENTRE BLOCK 1603

DATE: April 30, 2019

PROJECT: 2019-042
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Publication Dates: 5/20/2019
SECTION 00 21 13 – INFORMATION TO BIDDERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 INFORMATION TO BIDDERS
   A. State of Colorado form “Information to Bidders” (SBP-6.12).
   B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 21 13
1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids shall be submitted in sealed envelopes bearing the address and information shown below. If a bid is submitted by mail, this aforementioned sealed envelope should be enclosed in an outer envelope and sent to the following addressee:

**INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED**

The outside of the sealed inner envelope should bear the following information:

- Project #
- Project Name
- Name and Address of Bidder
- Date of Opening
- Time of Opening

2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.

3. **APPLICABLE LAWS AND REGULATIONS:** The bidder’s attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS.

4. **UNAUTHORIZED IMMIGRANTS:** Note that the Special Provisions of the General Conditions of the Contract includes the following language: PUBLIC CONTRACTS FOR SERVICES - CRS 8-17.5-101 and PUBLIC CONTRACTS WITH NATURAL PERSONS - 24-76.5-101. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.
A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

5. **Taxes:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.

6. **Or Equal:** The words “OR EQUAL” are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered “equal”, provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of “or equal” shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.

7. **Addenda:** Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.

8. **Method of Award - Lowest Responsible Bidder:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.

   A. **Deductible Alternates:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.

   B. **Additive Alternates:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.

   C. **Deductible and Additive Alternates:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

9. **Notice of Contractor's Settlement** – Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.

The Advertisement for Bids can be located at the web site: /www.colorado.gov/pacific/osa/cdnotices
(Click on the appropriate link [ColoradoVSS or ColoradoBIDS] or on the State Purchasing Office website)
SECTION 00 41 53 – BID FORM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. 00 43 13 - Bid Bond (SPB-6.14)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 BID FORM
   B. A copy of the above noted form is attached to the end of this section.
   C. Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.

1.5 PROCEDURES
   A. The durations for Bidder’s Time of Completion shall match the project advertisement duration.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 41 53
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

BID

Institution/Agency: __________________________

Project No./Name: __________________________

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:*

Bidder will comply with 80% Colorado Labor on project above $500,000:

Bidder is a Service-Disabled Veteran Owned Small Business:*

Base Bid

(Refer to Bid Alternate Form SC-6.13.1 Attached, If Applicable)

Bidder’s Time of Completion

a. Time Period from Notice to Proceed to Substantial Completion:

b. Time Period from Substantial Completion to Final Acceptance:

c. Total Time of Completion of Entire Project (a + b):

1. BID: Pursuant to the advertisement by the State of Colorado dated ______ the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.

2. EXAMINATION OF DOCUMENTS AND SITE: The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.

3. PARTIES INTERESTED IN BID: The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.

A. If the bidder anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the bidder shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys) *

B. For State Public Works projects per C.R.S. 8-17-101, Colorado labor shall be employed to perform at least 80% of the work. Colorado Labor means any person who is a resident of the state of Colorado at the time of the Public Works project. Bidders indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. (Does not apply to any project that receives federal moneys) *

C. A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the bid submission. *

4. BID GUARANTEE: This Bid is accompanied by the required Bid Guarantee. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Director, State Buildings Programs, may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants.

5. TIME OF COMPLETION: The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that
the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 7D of the Contractor’s Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.

6. EXECUTION OF DOCUMENTS: The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.

7. ALTERNATES: Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.

8. Submit wage rates (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.

9. The right is reserved to waive informalities and to reject any and all Bids.

*Does not apply to projects for Institutions of Higher Education that have opted out of the State Procurement Code.

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

Dated this _______ Day of __________________, 20_____

THE BIDDER:

Company Name
Phone number:

Name (Print) and Title

Address (including city, state and zip)

Signature
SECTION 00 43 13 – BID BOND

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 BID BOND


   B. A copy of the above noted form is attached to the end of this section.

1.2 PROCEDURES

   A. This bid bond must be accompanied by Power of Attorney.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 43 13
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

BID BOND

Institution/Agency: ____________________________
Project No./Name: ____________________________

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ____________________________ hereinafter called the “PRINCIPAL”, is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the “OBLIGEE”.

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in pursuance of which Requirement, this Bid is made, executed and delivered.

NOW THEREFORE, the Principal and ____________________________ a corporation of the State of____________________, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal’s total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal’s Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, Certificates of Insurance and Certification and Affidavit Regarding Illegal Aliens, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this ______ day of ________, A.D., 20______.

(Corporate Seal)

THE PRINCIPAL

Company Name

Address (including city, state and zip)

Phone number: ____________________________

Signature

Name (Print) and Title

SIGNATURES

If the “Principal” is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President or Vice President. The signature of the officer shall be attested to by the Secretary and properly sealed.

If the “Principal” is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY

Secretary

By ________________

Attorney-in-Fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER’S PROPOSAL BEING DEEMED NON-RESPONSIVE.
SECTION 00 43 40 -

CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

A. The form UI-1 shall be provided by all contractors, architect, engineers and consultants directly engaged with the University of Colorado Denver | Anschutz Medical Campus.

1.3 DEFINITIONS (Not Applicable)

1.4 CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

A. FORM: State of Colorado form “CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS” (UI-1).

B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 43 40
STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS  

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus  
Project No./Name: /  

A. CERTIFICATION STATEMENT  CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.

2. The Vendor certifies that it does not now knowingly employ or contract with an unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT  CRS 24-76.5-101 (HB 06S-1023)

1. If the Vendor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

   [___] I am a United States citizen, or
   [___] I am a Permanent Resident of the United States, or
   [___] I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this day ___________________________.

VENDOR:

Vendor Full Legal Name

BY:

Signature of Authorized Representative

Title
SECTION 00 45 17 – SUBCONTRACTOR PREQUALIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 SUBCONTRACTOR PREQUALIFICATION

   A. FORM: University of Colorado Denver | Anschutz Medical Campus “Subcontractor’s Statement of Experience.”

   B. A copy of the above noted document is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 45 17
SUBCONTRACTOR’S STATEMENT OF EXPERIENCE

Project Name: ___________________________
Project #: ____________________________

Project Manager: _______________________
Phone: ________________________________
Email: ________________________________
Architect/Engineer: ______________________

- This is a project specific qualification form. Subcontractor must fill this out on each project.
INDEX OF DOCUMENTS

- INFORMATION FORM  Page 1 of 13
- TYPES OF WORK  Page 2 of 13
- IDENTIFICATION FORM  Page 3, 4 of 13
- PERSONNEL OF ORGANIZATION FORM  Page 5 of 13
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- CORPORATION / CO-PARTNERSHIP FORM  Page 9 of 13
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- AFFIDAVIT FOR CO-PARTNERSHIP  Page 11 of 13
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UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR’S QUALIFICATION STATEMENT

INFORMATION FORM

STATEMENT OF ________________________
(Subcontractor)

ADDRESS ____________________________
(Street or PO Box) (City) (State) (Zip)

TELEPHONE/FAX NO. ___________ ___________
(telephone) (fax)

DATE OF EXPERIENCE STATEMENT ________________

PRINCIPLE OWNER/OFFICER ______________________
(Names(s) and Official Title(s))

Please indicate below if your company qualifies as one of the following:

Minority Business Enterprise (MBE) YES __ NO ___
Justification: ________________________________
______________________________
______________________________

Woman-Owned Business Enterprise (WBE) YES __ NO ___
Justification: ________________________________
______________________________
______________________________

Small Business Enterprise (SBE) YES __ NO ___
Justification: ________________________________
______________________________
______________________________

Disadvantaged Business Enterprise (DBE) YES __ NO ___
Justification: ________________________________
______________________________
______________________________
(1) If you are a General Contractor interested in bidding on all types of construction, mark “All Classes of Construction” only.

(2) If you are interested in contracting directly with the University for certain types of work only, mark in the column provided after the particular types of work on which you wish to bid.

<table>
<thead>
<tr>
<th>TYPES OF WORK</th>
<th>MARK WITH (X)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All Classes of Construction</td>
<td></td>
</tr>
<tr>
<td>2. General</td>
<td></td>
</tr>
<tr>
<td>3. Mechanical</td>
<td></td>
</tr>
<tr>
<td>4. Electrical</td>
<td></td>
</tr>
<tr>
<td>5. Excavating and Grading</td>
<td></td>
</tr>
<tr>
<td>6. Concrete</td>
<td></td>
</tr>
<tr>
<td>7. Structural Steel</td>
<td></td>
</tr>
<tr>
<td>8. Steel and Miscellaneous Iron</td>
<td></td>
</tr>
<tr>
<td>9. Painting and Decorating</td>
<td></td>
</tr>
<tr>
<td>10. Laboratory Equipment</td>
<td></td>
</tr>
<tr>
<td>11. Elevator Installation</td>
<td></td>
</tr>
<tr>
<td>12. Plumbing</td>
<td></td>
</tr>
<tr>
<td>13. Heating and Ventilating</td>
<td></td>
</tr>
<tr>
<td>14. Air Conditioning</td>
<td></td>
</tr>
<tr>
<td>15. Boiler and Equipment</td>
<td></td>
</tr>
<tr>
<td>16. Environmental (Describe)</td>
<td></td>
</tr>
<tr>
<td>17. Other (Describe)</td>
<td></td>
</tr>
<tr>
<td>18. Other (Describe)</td>
<td></td>
</tr>
<tr>
<td>19. Other (Describe)</td>
<td></td>
</tr>
<tr>
<td>20. Other (Describe)</td>
<td></td>
</tr>
</tbody>
</table>
IDENTIFICATION

(The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to questions hereinafter made.)

LEGAL NAME ____________________________

PRINCIPAL OFFICE _______________________
(Street or PO Box) (City) (State) (Zip)

_____ A Corporation  ____ A Copartnership  ____ An Individual  ___ Combination

GENERAL INFORMATION

A. Are you licensed as a contractor? Yes ( ) No ( )

Licensed in Location License No.
the name of (City or State) & Type

________________________________________

________________________________________

B. How many years has your organization been in business as a contractor under your present business name? ________________

C. How many years experience in ________________ construction work has your organization had? (Type)

(a) As a prime contractor? ________________ (b) As a subcontractor?

D. Have you or your organization, or any officer or partner thereof, failed to complete a contract? ______

If so, give details __________________________________________________________________________

________________________________________________________________________________________

E. If you have a controlling interest in any firms presently qualified with the University, show names thereof:

________________________________________________________________________________________

F. We normally perform ___% of the work with our own forces.

List trades: __________________________________________

________________________________________________________________________________________

Where qualification is based on a combination of several organizations, show the experience and equipment of the combined organizations.
G. Has your firm been involved in any litigation in the past five (5) years? Yes ( ) No ( )
   If yes, explain (listing type, kind, plaintiff, defendant, etc. and state the current status).

H. Are there any activities or interests of officers, principle stockholders, or employees of
   your firm or other factors which would place your firm and the University of Colorado
   Denver in a position of “Conflict of Interests”?
   Yes ( ) No ( ) If yes, or in doubt, explain.

I. Has your firm ever been involved in any bankruptcy action as a bankrupt?
   Yes ( ) No ( ) If yes, explain.
PERSONNEL OF ORGANIZATION

1. Name the persons with whom you have been associated in business as partners or business associates in each of the last five (5) years.

   __________________________________________
   __________________________________________
   __________________________________________

2. Show the construction experience of the principal individuals of your present organization in the following tabulation:

<table>
<thead>
<tr>
<th>Individual’s Name</th>
<th>Present Position or Office in Your Organization</th>
<th>Years of Construction Experience</th>
<th>Magnitudes and Type of Work</th>
<th>In What Capacity</th>
</tr>
</thead>
</table>
PROJECT EXPERIENCE

Show the projects your organization has completed during the last five years in the following tabulation:

<table>
<thead>
<tr>
<th>Year Completed</th>
<th>Project</th>
<th>Type of Work (See Page 2)</th>
<th>Location</th>
<th>Contract Value</th>
<th>Contracting Authority</th>
<th>In what Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Completion Date</td>
<td>Project</td>
<td>Type of Work (See Page 1)</td>
<td>Location</td>
<td>Contract Value</td>
<td>Contracting Authority</td>
<td>Architect or Engineer</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------</td>
<td>---------------------------</td>
<td>----------</td>
<td>----------------</td>
<td>------------------------</td>
<td>----------------------</td>
</tr>
</tbody>
</table>
SURETIES

List the Surety Companies that have bonded your work for the past five (5) years:

<table>
<thead>
<tr>
<th>Name of Surety and Name and Address of Agent</th>
<th>Project and Location</th>
<th>Period of Bond From</th>
<th>Period of Bond To</th>
<th>General Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CORPORATION / CO-PARTNERSHIP

CORPORATION:
(If a corporation, answer this:)

When Incorporated __________________________

In What State ______________________________

President’s Name ___________________________

Vice President’s Name _______________________

Secretary’s Name ___________________________

Treasurer’s Name ___________________________

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:

____________________________  ______________________________

____________________________  ______________________________

____________________________  ______________________________

____________________________  ______________________________

WHERE QUALIFICATION IS BASED ON A COMBINATION OF ORGANIZATIONS, THE APPROPRIATE (ATTACHED) AFFIDAVITS MUST BE EXECUTED FOR EACH MEMBER OF SUCH COMBINATION.
AFFIDAVIT FOR CORPORATION

_________________________ certifies and says: That he is
(Name of officer)
_________________________ of the _______________ (Official capacity)
corporation submitting this statement of experience: that he/she has read the same, and
that the same is true of his/her own knowledge: that the statement is for the purpose of
inducing the University of Colorado Denver to supply the submittor with plans and
specifications, and that any 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 cease to properly and
truly represent his/her condition in any substantial respect, it will refrain from further
bidding on University work until it shall have submitted a revised and corrected statement.

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)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.
UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR’S QUALIFICATION STATEMENT

AFFIDAVIT FOR CO-PARTNERSHIP

________________________ certifies and says: That he/she is a partner of
(Name of partner)

the partnership of ___________________: That said partnership
(Name of Firm)

submitted this statement of experience: that he/she has read the same, and that the
same is true of his/her own knowledge: that the statement is for the purpose of inducing
the University of Colorado Denver to supply the submittor with plans and specifications,
and that any 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 cease to properly and truly
represent the condition of said firm in any substantial respect, it will refrain from further
bidding on University work until they shall have submitted a revised and corrected
statement.

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 offered.

________________________ (Member of Firm must sign here)

________________________ (Title)

(Remaining members of Firm sign here) (Name of Firm)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.
AFFIDAVIT FOR INDIVIDUAL

____________________ doing business ____________

(Name of individual) (Name of Firm)

certifies and says: That he/she is the person submitting this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any 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 cease to properly and truly represent his/her condition in any substantial respect, it will refrain from further bidding on University work until it shall have submitted a revised and corrected statement.

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

Subscribed on _____ at ____, ______, State of ______
(date) (city) (county)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect. ________________

(Applicant must sign here)
QUALIFICATION

The University of Colorado Denver will qualify or disqualify a Subcontractor on the basis of:

(1) The information contained in this statement and
(2) Past contract experience with the University.

NOTIFICATION

The University of Colorado Denver will, in writing, notify Contractors of their qualification or disqualification.
SECTION 00 51 00 – NOTICE OF AWARD (D/B/B)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 NOTICE OF AWARD

   A. FORM: State of Colorado form “Notice of Award” (SBP-6.15) for Design/Bid/Build Agreements.

   B. Copies of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 51 00
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

NOTICE OF AWARD
(Design/Bid/Build and Design/Build Lump Sum Agreements)

Date of Notice: _____________________________

Date to be inserted by the Agency/Institution

Agency/Institution: University of Colorado Denver | Anschutz Medical Campus

Project No./Name: ____________________________

TO:

The State of Colorado, represented by the undersigned, has considered the Proposals submitted for the above described work.

Your Proposal, deemed to be in the best interest of the State of Colorado, in the amount of __________ DOLLARS AND NO/100* ($_____*) is hereby accepted, pending final execution of the Agreement.

You are required to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, Certification and Affidavit Regarding Unauthorized Immigrants and Labor Overhead (Direct Labor Burdens) for Work performed by Contractor and major Subcontractors within ten (10) days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Performance Bond, Labor and Material Payment Bond, Insurance Policy, Certificates of Insurance, Certification and Affidavit Regarding Unauthorized Immigrants, and Labor Overhead (Direct Labor Burdens) as described above within ten (10) days from the date of this Notice, the State Controller is entitled to retain the amount of the Proposal Guaranty submitted with your Proposal as Liquidated Damages. In this event, the right is reserved to consider all of your rights arising out of the acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the Project, or otherwise dispose thereof.

By ________________________________________ By ________________________________________

State Buildings Programs (or Authorized Delegate) Date Principal Representative (Agency/Institution) Date

When completely executed, this form is to be sent by certified mail to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.
SECTION 00 52 53.05 – CONTRACTOR’S DESIGN/BID/BUILD (D/B/B) AGREEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

   A. A sample copy of the above noted form is attached to the end of this section.

1.3 DEFINITIONS (Not Applicable)

1.4 CONTRACTOR’S DESIGN/BID/BUILD (D/B/B) AGREEMENT

   A. FORM: State of Colorado form “Contractor’s Design/Bid/Build (D/B/B) Agreement” (SC-6.21).

   B. A copy of the above noted document is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 52 53.05
CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT
(STATE FORM SC-6.21)

DEPARTMENT ID: ________________________________

CONTRACT ID #: ________________________________

PROJECT #: ________________________________

PROJECT NAME: __________________________________

VENDOR NAME: ________________________________
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT
(STATE FORM SC-6.21)

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EXHIBITS:
A. Contractor's Bid (Form SC-6.13)
B. Performance Bond (Form SC-6.22)
C. Labor and Material Payment Bond (Form SC-6.221)
D. Insurance Certificates
E. Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI - 1), (required at contract signing prior to commencing work)
F. Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections.
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT
(STATE FORM SC-6.21)

Department ID: ___________________ Contract ID #: ___________________ Project #: ___________________

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the (agency) ____, hereinafter referred to as the Principal Representative, and (vendor name) ____ having its offices at (vendor address) ______ hereinafter referred to as the Contractor.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the “Effective Date”), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

RECITALS:

WHEREAS, the Principal Representative intends to procure (project name) ____ hereinafter called the Project; and

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment In Fund Number _____, Account Number ________________; and

WHEREAS, this is a phase one waived contract, waiver number 156 Contractors Agreement for Capital Construction Form SC6.21.

WITNESSETH, that the State of Colorado and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF THE WORK
The Contractor shall perform all of the Work required for the complete and prompt execution of everything described or shown in, or reasonably implied from the Contract Documents for the above referenced Project.

ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS
The Contractor agrees to perform the Work to the highest industry standards and to the satisfaction of the State of Colorado and its Architect/Engineer in strict accordance with the provisions of the Contract Documents.

ARTICLE 3. TIME OF COMPLETION
The Contractor agrees to Substantially Complete the Project within _____ calendar days from the date of the Notice to Proceed, in addition, the Contractor agrees to finally complete the Project from Substantial Completion to Final Acceptance within _____ calendar days for a total time of completion of the entire Project of _____ calendar days. The Contractor shall perform the Work with due diligence to completion.

ARTICLE 4. ESSENTIAL CONDITION
Timely completion of the Project is an essential condition of this Agreement. The Contractor shall be subject to any liquidated damages described in Article 7.4 for failure to satisfactorily complete the Work within the time periods in Article 3 above.
ARTICLE 5. CONTRACT SUM
The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Articles 32, 34 and 35 of The General Conditions of the Construction Contract SC-6.23, the sum of ___________________ DOLLARS AND NO/100* ($________ *).

ARTICLE 6. CONTRACT DOCUMENTS
The Contract Documents, as enumerated in Article 1 of The General Conditions of the Contractor’s Design/Bid/Build (D/B/B) Agreement SC-6.23, are all essential parts of this Agreement and are fully incorporated herein.

ARTICLE 7. OPTIONAL PROVISIONS AND ELECTIONS
The provisions of this Article 7 alter the Articles (The General Conditions of the Contractor’s Design/Bid/Build Agreement SC-6.23) or enlarge upon them as indicated:
The Principal Representative and or the State Buildings Program shall mark boxes and initial where applicable:

1. MODIFICATION OF ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION
If the box below is marked the six month guarantee inspection is not required.
☐ _____ Principal Representative initial

2. MODIFICATION OF ARTICLE 27. LABOR AND WAGES
If the box is marked the Federal Davis-Bacon Act shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.
☐ _____ Principal Representative initial

3. MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS
If the box is marked, and initialed by the State as noted, the requirement to participate in facilitated negotiations shall be deleted from this Contract. Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, shall be deleted in its entirety and all references to the right to the same where ever they appear in the contract shall be similarly deleted.
The box may be marked only for projects with an estimated value of less than $500,000.
☐ _____ Principal Representative initial

4. MODIFICATION OF ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES
If an amount is indicated immediately below, liquidated damages shall be applicable to this Project as, and to, the extent shown below. Where an amount is indicated below, liquidated damages shall be assessed in accordance with and pursuant to the terms of The General Conditions of the Design/Bid/Build Agreement Article 46, Time of Completion And Liquidated Damages, in the amounts and as here indicated. The election of liquidated damages shall limit and control the parties right to damages only to the extent noted.

4.1. For the inability to use the Project, for each day after the number of calendar days specified in the Contractor’s bid for the Project and the Agreement for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal to ___________________ DOLLARS ($) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor’s Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

4.2. For damages related to or arising from additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period, for each day in excess of the number of calendar days specified in the Contractor’s bid for the Project and the Agreement to finally complete the Project as defined by the issuance of the Notice of Final Acceptance) after the issuance of the final Notice of Substantial Completion, the Contractor agrees that an amount equal to
($ ) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor’s Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due but amounts remaining are insufficient to cover the entire assessment.

ARTICLE 8. NOTICE IDENTIFICATION
All Notices pertaining to General Conditions or otherwise required to be given shall be transmitted in writing, to the individuals at the addresses listed below, and shall be deemed duly given when received by the parties at their addresses below or any subsequent persons or addresses provided to the other party in writing.

Notice to Principal Representative:

With copies to (State Buildings Program (or Delegate) State of Colorado):

Notice to Contractor:

With copies to:
SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor’s behalf and acknowledge that the State is relying on their representations to that effect. Principal is not a recognized title and will not be accepted

THE CONTRACTOR

Legal Name of Contracting Entity

STATE OF COLORADO, acting by and through: (Insert Name of Agency or IHE)

By: ______________________________

(Insert Name & Title of Principal Representative for Agency or IHE)

Date: ______________________________

*Signature

By: ______________________________

Name (print) Title

Date: ______________________________

APPROVED

DEPARTMENT OF PERSONNEL & ADMINISTRATION

STATE BUILDINGS PROGRAM

State Architect (or authorized Delegate)

By: ______________________________

(Insert Name of Authorized Individual)

Date: ______________________________

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

C.R.S. § 24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

APPROVED:

STATE OF COLORADO

STATE CONTROLLER'S OFFICE

State Controller (or authorized Delegate)

By: ______________________________

(Insert Name & Title of Authorized Individual)

Date: ______________________________
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONTRACTOR’S DESIGN/BID/BUILD AGREEMENT
(STATE FORM SC-6.21)

EXHIBIT A

CONTRACTOR’S BID (Form SBP-6.13)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT
(STATE FORM SC-6.21)

EXHIBIT B

PERFORMANCE BOND (Form SC-6.22)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT
(STATE FORM SC-6.21)

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)
INSURANCE CERTIFICATE(S) (attached)
EXHIBIT E

Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI-1), (required at contract signing prior to commencing work)
Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections
SECTION 00 62 16 – CERTIFICATE OF INSURANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 CERTIFICATE OF INSURANCE
   A. Sample Certificate of Insurance and language.
   B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 62 16
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:
Company:
Address:
City, State, Zip Code:

Contact:
Name:
Phone:
Fax:
Email:

Insurer(s) Affording Coverage:
Naic #:

Insured:

Insured Name:
Insured Address:
Insured City, State, Zip Code:

Coverage:
Certificate Number:
Revision Number:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<td>D</td>
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<td>Any Proprietor/Partner/Executive Officer/Member/Excluded? (Mandatory In NH)</td>
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<td>Load Retention</td>
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</table>

Description of Operations, Locations, Vehicles (ACORD 101; Additional Remarks Schedule, may be attached if more space is required)

The Regents of the University of Colorado, a Body Corporate are named as Additional Insured as respects General, Pollution and Automobile Liability policies.

The Automobile, Workers Compensation and Professional Liability policies are endorsed to include a Waiver of Subrogation in favor of The Regents of the University of Colorado, a Body Corporate.

Certificate Holder:
The Regents of the University of Colorado
Attn: Project Management
1945 North Wheeling Street, Campus Mail stop F-418
Aurora, CO 80045

Cancellation:
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative
Authorized Representative Signature

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD.
# EVIDENCE OF PROPERTY INSURANCE

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

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<th>AGENCY</th>
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<tr>
<td>ADDRESS</td>
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<th>E-MAIL</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
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<thead>
<tr>
<th>CODE:</th>
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<tbody>
<tr>
<td>SUB CODE:</td>
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</table>

| AGENCY |
| CUSTOMER ID #: |

| INSURED |
| INSURED NAME |
| INSURED ADDRESS |
| INSURED CITY, STATE, ZIP CODE |

| COMPANY |
| INSURANCE COMPANY |

| LOAN NUMBER |
| POLICY NUMBER |
| POLICY NUMBER |

| EFFECTIVE DATE | EXPIRATION DATE |
| 01/01/2019 | 01/01/2020 |

| CONTINUED UNTIL |
| TERMINATED IF CHECKED |

**THIS REPLACES PRIOR EVIDENCE DATED:**

## PROPERTY INFORMATION

**LOCATION/DESCRIPTION**

LOCATION OF PROJECT

Builders Risk is required for new buildings or alterations to existing buildings
and for materials and equipment to be installed in existing structures.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

**PERILS INSURED**

| BUILDERS RISK - 100% OF COMPLETED VALUE |

| COVERAGE / PERILS / FORMS |
| AMOUNT OF INSURANCE |
| DEDUCTIBLE |
| 100% Project Value |
| $50,000 or less |

## REMARKS (Including Special Conditions)

RE: Specific Project

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

- **THE REGENTS OF THE UNIVERSITY OF COLORADO**
- **ATTN: PROJECT MANAGEMENT**
- **1945 NORTH WHEELING STREET, CAMPUS MAIL STOP F-418**
- **AURORA, CO 80045**

| ADDITIONAL INSURED |
| MORTGAGEE |
| LENDER'S LOSS PAYABLE |
| LOSS PAYEE |
| LOAN # |

- **AUTHORIZE REPRESENTATIVE**
- **AUTHORIZE REPRESENTATIVE SIGNATURE**

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SECTION 00 62 76 – APPLICATION AND CERTIFICATE FOR CONTRACTORS PAYMENT FORM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.

B. Related Requirements:
   1. 01 29 00 – Payment Procedures

1.3 DEFINITIONS (Not Applicable)

1.4 FORMS

A. APPLICATION AND CERTIFICATE FOR CONTRACTORS PAYMENT (SBP-7.2)
   1. Download Link: https://drive.google.com/open?id=0ByG39KP3LPiCVHVqenlySGJIMFE

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 62 76
SECTION 00 63 46 – CHANGE ORDER BULLETIN

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER BULLETIN


B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 46
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CHANGE ORDER BULLETIN

This bulletin is issued to define the scope of revision in drawings and/or specifications for a contemplated change order. The work called for by these revisions shall be in accordance with the requirements of the original contract documents.

Please prepare and submit a proposal for the changes described below. For pricing use State Form SC-6.312. A formal change order State Form SC-6.31 will be issued after approval of your proposal by State Buildings Program and the Architect. Your proposal shall include a statement as to the effect this change will have on the time for completion of the project.

This bulletin is NOT an authorization to proceed.

DESCRIPTION OF CHANGE:

SPECIFICATION REVISIONS:

STATUS OF EXISTING WORK:

PREPARED BY: ____________________________________________
ARCHITECT/ENGINEER OR CONTRACTOR

APPROVED BY: ____________________________________________
STATE BUILDINGS PROGRAM
(or Authorized Delegate)
SECTION 00 63 53 – CHANGE ORDER PROPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER PROPOSAL

   1. Download link: https://drive.google.com/file/d/1Uo7i4h3LqpByA8GUYEI5K9qne_8hSwtS/view

B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 53
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CHANGE ORDER PROPOSAL

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<tr>
<td>Description of Work:</td>
<td>Date</td>
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</table>

Contractor: ____________________________
Institution or Agency: ____________________________
Project No./Name: ____________________________

(Before completing this form, read instructions on reverse side.)

PART I - WORK PERFORMED BY CONTRACTOR

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<th>Line</th>
<th>Description of Work</th>
<th>AKonsHlaa</th>
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<td>1.</td>
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<td>2.</td>
<td>Labor Overhead (Direct Labor Burdens)</td>
<td>( ) x Line 1</td>
<td>0.00</td>
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<td>3.</td>
<td>Total Contractor's Labor Costs (Lines 1 and 2)</td>
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<td>4.</td>
<td>Direct Materials Costs</td>
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<tr>
<td>5.</td>
<td>Materials Overhead (Delivery Costs &amp; Taxes)</td>
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<td>6.</td>
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<td>7.</td>
<td>Total Equipment Costs</td>
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<tr>
<td>8.</td>
<td>PART I - TOTAL CONTRACTOR'S L, M &amp; E COSTS (Lines 3, 6 and 7)</td>
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PART II - WORK PERFORMED BY SUBCONTRACTOR

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<td>18.</td>
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<td>PART II - TOTAL SUBCONTRACTOR'S COSTS (Lines 16, 17 and 18)</td>
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PART III - CONTRACTOR'S OVERHEAD & PROFIT

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<td>21.</td>
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<td>PART III - TOTAL CONTRACTOR OVERHEAD &amp; PROFIT (Lines 20 and 21)</td>
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PART IV - CONTRACTOR'S MARKUP ON SUBCONTRACTOR

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<tr>
<td>25.</td>
<td>PART IV - TOTAL CONTRACTOR MARKUP ON SUBCONTRACTOR (Lines 23 and 24)</td>
<td>$</td>
<td>0.00</td>
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</tbody>
</table>

PART V - SUBTOTAL C.O. PROPOSAL (Parts I and II and III and IV)

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>$</td>
<td>0.00</td>
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</table>

PART VI - CONTRACTOR'S BOND COST

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>$</td>
<td>0.00</td>
</tr>
</tbody>
</table>

PART VII - GRAND TOTAL CHANGE ORDER PROPOSAL (Sum of Totals: Parts V and VI)

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>0.00</td>
</tr>
</tbody>
</table>

PART VIII - CONTRACT TIME (CALENDAR DAYS CHANGED)

EXTENDED ☐ NO CHANGE ☐ REDUCED ☐

The Time of Completion May Change by the Calendar Days Indicated (Above) From the Total Number of Days Listed in the Contractor's Agreement to Complete the Entire Project.

CONTRACTOR'S CERTIFICATE:
This is to certify that, to the best of my knowledge and belief, the cost/price data submitted in response to the listed C.O. Bulletin, are accurate, complete and current as of ________________.
Firm: ____________________________
Name & title: ____________________________
Signature: ____________________________
Date: ____________________________

ARCHITECT/ENGINEER'S CERTIFICATE:
This is to certify that I have analyzed the proposal and find, to the best of my knowledge and belief, that the proposal represents current, fair, factual and competitive cost/price data.
Firm: ____________________________
Name & title: ____________________________
Signature: ____________________________
Date: ____________________________

STATE BUILDINGS PROGRAMS (or Authorized Delegate)

Date: ____________________________

* The proposal shall remain in full force and effect for a period of _______ calendar days from date of signature.

SC-6.312 (Rev. 7/2018)
INSTRUCTIONS FOR COMPLETING "CHANGE ORDER PROPOSAL" COST/PRICE DATA SUMMARY (STATE FORM SC-6.312)

Enter Change Order Proposal Number, Date Created, Contractor's Name, Agency/Institution, State Project Number and Name. REFERENCE: Enter Change Order Bulletin Number, Date Issued, and Description of Changes from Bulletin, noting exceptions which are listed in the Bulletin but are excluded, i.e., not priced on this form.

PART I - WORK PERFORMED BY CONTRACTOR:

Line 1. Direct Labor Costs: Fill in subtotal of direct labor costs which includes base rates plus applicable fringe benefits. On Contractor's (or Sub's) letterhead show costs as follows:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Rate</th>
<th>Duration</th>
<th>Direct Labor Cost</th>
<th>Extended Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Line 2. Labor Overhead (Direct Labor Burdens, etc.): Enter percentage (as submitted in Schedule of Values) of Line 1 as applicable. (Spreadsheet calculates the total)

Line 3. Total Contractor's Labor Costs: Total of Lines 1 and 2. (Spreadsheet calculates the total)

Line 4. Direct Material Cost: Support with quotes or invoices. Fill in subtotal of direct materials costs. Include all delivery, handling, insurance costs, etc. On Contractor's letterhead show direct materials costs as follows:

<table>
<thead>
<tr>
<th>Materials</th>
<th>Rate</th>
<th>Quantity</th>
<th>Direct Material Cost</th>
<th>Extended Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Line 5. Materials Overhead (Delivery, taxes, insurance, etc. - as mutually agreed upon at contract signing): Enter percentage as applicable. (Spreadsheet calculates the value)

Line 6. Total Contractor's Material Costs: Total of Lines 4 and 5. (Spreadsheet calculates the total)

Line 7. Total Contractor's Equipment Costs: Enter total equipment costs including indirect overhead costs in hourly rate - except Indirect labor costs. On Contractor's letterhead show total equipment costs as follows:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
<th>Duration</th>
<th>Extended Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Line 8. TOTAL CONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 3, 6 and 7 of Part I. (Spreadsheet form calculates totals)

PART II - WORK PERFORMED BY SUBCONTRACTOR:


Line 10. Labor Overhead (Direct Labor Burdens, etc.): Enter percentage (as submitted in Schedule of Values) of Line 9 as applicable. (Spreadsheet calculates the value)

Line 11. Total Contractor's Labor Costs: Total of Lines 9 and 10. (Spreadsheet calculates the total)


Line 13. Materials Overhead (Delivery, taxes, insurance, etc.): Enter percentage as applicable. (Spreadsheet calculates the value)

Line 14. Total Subcontractor's Material Costs: Total of Lines 12 and 13. (Spreadsheet calculates the total)


Line 16. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 11, 14 and 15 of Part II.

Line 17. Subcontractor's Overhead (Indirect costs): Enter percentage of Line 16 if applicable - See Article 35 of General Conditions.

Line 18. Subcontractor's Profit: Enter a "*" in appropriate cell. For an addition, Edit E37, a deduct. Edit E37. See Article 35 General Conditions.

PARTS III THROUGH VIII - CERTIFICATIONS - Self Explanatory.

Part 3. Edit percentages for Lines 20 or 21 if applicable. See Article 35 of General Conditions.


Part 4. Line 24. Enter a "*" in appropriate cell. For an addition, edit E45, a deduct edit 145. See Article 35 of General Conditions.

Part 5. SUBTOTAL OF CHANGE ORDER PROPOSAL (sum of lines 8, 19, 22, and 25 - applicable)

Part 6. Contractor's Bond Cost: Enter percentage value of Part 5 as applicable. (Spreadsheet calculates the value)

Part 7. GRAND TOTAL OF THE CHANGE ORDER PROPOSAL: (Spreadsheet calculates the sum of parts 5 and 6)

Part 8. Contract time change. Place an "X" in appropriate cell and edit the cell to indicate the number of days changed.

A. The Contractor, who prepares this proposal form, certifies the cost/price data by signing, dating, and forwarding same to the Architect/Engineer (or Consultant) for further action.

B. The Architect/Engineer (or Consultant) reviews and analyzes the cost/price data for the requirements that these are: 1) currently prevalent, 2) reasonably fair, 3) factually available, and 4) equivalently competitive market selling prices. The Architect/Engineer (or Consultant) may negotiate - after receipt of the cost proposal - any or all of the cost elements of the proposal to support a recommendation of acceptance to the Principal Representative. Certification by the A/E (or Consultant) of the above requirements is made upon his signature. The Architect/Engineer (or Consultant) forwards the proposal with the supporting back-up to the Agency.

C. Authority for the Institution or Agency (usually the Principal Representative) reviews the proposal, signs, dates, and forwards to Office of the State Architect for final action.

D. State Buildings Division reviews the cost proposal, with all supporting back-up, for technical and procedural requirements and, if in order, signs and dates the proposal.

SC-6.312 (Rev 7/2018)
SECTION 00 63 58 – CHANGE ORDER LOG (CM/GC)

PART 1 - GENERAL

1.1 RELATED ITEMS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER LOG

   A. State of Colorado form “Change Order Log”

   B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 58
# Change Order Management

## Change Order Log

<table>
<thead>
<tr>
<th>CO</th>
<th>COP</th>
<th>COB</th>
<th>Initiation Date</th>
<th>Initiator</th>
<th>Description</th>
<th>Value Added</th>
<th>Cont Code</th>
<th>Impact</th>
<th>Cost</th>
<th>Time</th>
<th>Status</th>
<th>Reason for Change</th>
<th>Resolution / Comment</th>
</tr>
</thead>
</table>

**TOTALS:**

<table>
<thead>
<tr>
<th>Cost:</th>
<th>$0</th>
</tr>
</thead>
</table>

**Time:**

<table>
<thead>
<tr>
<th>Time:</th>
<th>0</th>
</tr>
</thead>
</table>

**New Contract Amount**

<table>
<thead>
<tr>
<th>Org Contract</th>
<th>$0.00</th>
</tr>
</thead>
</table>

---

**Contingency Codes:**

- **DRC** - DIFFERING SITE CONDITIONS: Either encountered on site or in the building structure due to existing conditions not identified or detected during initial investigations.

- **BA** - BID ALTERNATES: Implementation of either additive or deductive bid alternates due to favorable/unfavorable base bid results.
  
  *The functionality of the project is not compromised by implementation of deductive alternates.*

- **AV** - ADDED VALUE: Change work represents essential work necessary to achieve original scope of work but was not identified in the original bid documents due to omission.

- **UPO** - UPGRADES: Change work due to voluntary upgrading by agency/institution of materials and/or equipment/systems within original scope of work. Justification is to be based on durability, energy efficiency, aesthetics, etc.

- **UI** - UNFORESEEN ITEMS: Unforeseen costs associated with impact of project on existing functions of the agency/institution causing disruptions, shut downs, relocations, etc.

**Status Codes:**

- **OPEN** - Open item: Item has been submitted but not yet reviewed by A/E and owner.

- **APP** - Approved for processing: Item has been approved for processing.

- **CLO** - Closed item: Item has been processed or item voided.
SECTION 00 65 19.01 – BUILDING INSPECTION RECORD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 BUILDING INSPECTION RECORD

A. State of Colorado form “Notice of Substantial Completion” (SBP-BIR).

B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE

A. The University Project Manager will request building permits and provide to Contractor.

B. Permits issued outside of the University jurisdiction are the responsibility of the contractor.

C. Paper copy of the Building Inspection Record (BIR) is required to be kept at the construction site at all times. After final signoff by Building Inspector, return paper copy to University Project Manager. Project Manager is responsible for final signoff on the BIR before the Building Department can close the permit.

D. Contractor is responsible for requesting all University Building Inspector requests through the University’s MyCityInspector website platform.

E. Use the following login page for requesting inspections: https://ucdenver.mycityinspector.com

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 65 19.01
**Building Inspection Record**

Institution or Agency:  
Project No./Name:  

<table>
<thead>
<tr>
<th>Building Official/Code Review Agent:</th>
<th>Type of Construction:</th>
<th>Architect/Engineer:</th>
<th>Occupancy Classifications:</th>
<th>Contractors:</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General:</td>
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<td></td>
<td></td>
<td>Electrical:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Plumbing:</td>
</tr>
<tr>
<td>Notice to Proceed Date:</td>
<td>BIR Completion Date:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Provide If Checked

* No work shall be concealed or covered until the appropriate inspector has inspected and approved.

<table>
<thead>
<tr>
<th>Building (Consultant)</th>
<th>Date</th>
<th>Inspector/ICC#</th>
<th>Comments or Corrections</th>
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</thead>
<tbody>
<tr>
<td>Footings/Foundations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Slab / Under-Floor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Framing (after rough elec/mech/plumb)</td>
<td></td>
<td></td>
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<tr>
<td>Lath and Gypsum Board</td>
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<tr>
<td>Fire-Resistant Penetrations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical/Energy Efficiency</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roofing</td>
<td></td>
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<td></td>
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<tr>
<td>Other</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Final</td>
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</table>

<table>
<thead>
<tr>
<th>Special (Consultant)</th>
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<tr>
<td>Steel</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Masonry</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wood</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soils/Foundations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spray-Applied Fireproofing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Smoke Control Systems</td>
<td></td>
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<tr>
<td>Other</td>
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<table>
<thead>
<tr>
<th>Elevator Inspection (State)</th>
<th>Date</th>
<th>Inspector</th>
<th>Comments or Corrections</th>
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<tbody>
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<table>
<thead>
<tr>
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<th>Inspector</th>
<th>Comments or Corrections</th>
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<tbody>
<tr>
<td>Underground</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Rough Walls</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough Ceilings</td>
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<td></td>
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</tr>
<tr>
<td>Final</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plumbing (Co. Ex. Bd. of Plumbers)</td>
<td>Date</td>
<td>Inspector</td>
<td>Comments or Corrections</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>------</td>
<td>-----------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Underground</td>
<td></td>
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<td></td>
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<tr>
<td>Gas</td>
<td></td>
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</tr>
<tr>
<td>Inside Water</td>
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<tr>
<td>Final</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Department Inspection (Local)</td>
<td>Date</td>
<td>Inspector</td>
<td>Comments or Corrections</td>
</tr>
<tr>
<td>Fire Sprinkler System</td>
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</tr>
<tr>
<td>Fire Alarm System</td>
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<td></td>
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<tr>
<td>Other</td>
<td></td>
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<tr>
<td>Final</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Dept. Inspection (Local)</td>
<td>Date</td>
<td>Inspector</td>
<td>Comments or Corrections</td>
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<td>Final</td>
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<tr>
<td>Boiler Inspection (State)</td>
<td>Date</td>
<td>Inspector</td>
<td>Comments or Corrections</td>
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<tr>
<td>New Installation</td>
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<tr>
<td>Repair or Alteration</td>
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<td></td>
</tr>
<tr>
<td>Final</td>
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</tr>
</tbody>
</table>

Place this card in an obvious, protected location, along with all related inspection reports and documents.
SECTION 00 72 53 – GENERAL CONDITIONS (D/B/B)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER BULLETIN

A. State of Colorado form “The General Conditions of the Contractor’s Design/Bid/Build (D/B/B) Agreement” (SC-6.23).

B. A copy of the above noted document is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 72 53
THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT
(STATE FORM SC-6.23)
# THE GENERAL CONDITIONS OF THE CONTRACTOR’S DESIGN/BID/BUILD AGREEMENT

(State Form SC-6.23)

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</thead>
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<td>6</td>
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<td>6</td>
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<td>B. Judgments</td>
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</tr>
<tr>
<td>A. Surveys</td>
<td>8</td>
</tr>
<tr>
<td>B. Permits and Licenses</td>
<td>8</td>
</tr>
<tr>
<td>C. Taxes</td>
<td>9</td>
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<tr>
<td>D. Laws and Regulations</td>
<td>9</td>
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<td>C. Emergencies</td>
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<td>Article 11. Drawings and Specifications on the Work</td>
<td>10</td>
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<td>Article 12. Requests for Information and Schedules</td>
<td>11</td>
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<td>B. Schedules</td>
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<td>14</td>
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<tr>
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<td>14</td>
</tr>
<tr>
<td>B. Testing – General</td>
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</tr>
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THE GENERAL CONDITIONS OF THE CONTRACTOR’S DESIGN/BID/BUILD AGREEMENT
(STATE FORM SC-6.23)

ARTICLE 1.   DEFINITIONS

CONTRACT DOCUMENTS

The Contract Documents consist of the following some of which are procedural documents used in the administration and performance of the Agreement:

1. Contractor’s Design/Bid/Build Agreement; (SC-6.21);
2. Performance Bond (SC-6.22) and Labor and Material Payment Bond (SC-6.221);
3. General Conditions of the Contractor’s Design/Bid/Build Agreement (SC-6.23) and if applicable, Supplementary General Conditions;
4. Detailed Specification Requirements, including all addenda issued prior to the opening of the bids; and,
5. Drawings, including all addenda issued prior to the opening of the bids.
6. Change Orders (SC-6.31) and Amendments (SC-6.0), if any, when properly executed.
7. Authorization to Bid (SBP-6.10)
8. Information for Bidders (SBP-6.12);
9. Bid (SBP-6.13);
10. Bid Bond (SBP-6.14);
11. Notice of Award (SBP-6.15);
12. Builder’s risk insurance certificates of insurance (ACORD 25-S);
13. Liability and Workers’ compensation certificates of insurance;
14. Notice to Proceed (Design/Bid/Build) (SBP-6.26);
15. Notice of Approval of Occupancy/Use (SBP-01);
16. Notice of Partial Substantial Completion (SBP-071);
17. Notice of Substantial Completion (SBP-07);
18. Notice of Partial Final Acceptance (SC-6.27);
19. Notice of Final Acceptance (SBP-6.271);
20. Notice of Partial Contractor’s Settlement (SC-7.3);
21. Notice of Contractor’s Settlement (SBP-7.31);
22. Application and Certificate for Contractor’s Payment (SBP-7.2);
23. Other procedural and reporting documents or forms referred to in the General Conditions, the Supplementary General Conditions, the Specifications or required by the State Buildings Program or the Principal Representative, including but not necessarily limited to Pre-Acceptance Check List (SBP-05) and the Building Inspection Record (SBP-BIR). A list of the current standard State Buildings Program forms applicable to this Contract may be obtained from the Principal Representative on request.

DEFINITIONS OF WORDS AND TERMS USED

1. AGREEMENT. The term “Agreement” shall mean the written agreement entered into by the State of Colorado acting by and through the Principal Representative and the Contractor for the performance of the Work and payment therefore, on State Form SC-6.21. The term Agreement when used without reference to State Form SC-6.21 may also refer to the entirety of the parties’ agreement to perform the Work described in the Contract Documents or reasonably inferable there from. The term “Contract” shall be interchangeable with this latter meaning of the term Agreement

2. AMENDMENT: The term “Amendment” means a written order signed by the Principal Representative or its authorized agent, issued after the execution of this Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Contract Sum, or the Contract Time as required by State Building Program’s policy Contract Modification Guidelines.
3. **ARCHITECT/ENGINEER.** The term “Architect/Engineer” shall mean either the architect of record or the engineer of record under contract to the State of Colorado for the Project identified in the Contract Documents.

4. **CHANGE ORDER.** The term “Change Order” means a written order directing the Contractor to make changes in the Work, in accordance with Article 35A, The Value of Changed Work.

5. **COLORADO LABOR.** The term “Colorado labor”, as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public Works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver’s license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

6. **CONTRACTOR.** The word “Contractor” shall mean the person, company, firm, corporation or other legal entity entering into a contract with the State of Colorado acting by and through the Principal Representative.

7. **DAYS.** The term “days” whether singular or plural shall mean calendar days unless expressly stated otherwise. Where the term “business days” is used it shall mean business days of the State of Colorado.

8. **DRAWINGS.** The term “Drawings” shall mean all drawings approved by appropriate State officials which have been prepared by the Architect/Engineer showing the Work to be done, except that where a list of drawings is specifically enumerated in the Supplementary General Conditions or division 1 of the Specifications, the term shall mean the drawings so enumerated, including all addenda drawings.

9. **EMERGENCY FIELD CHANGE ORDER.** The term “Emergency Field Change Order” shall mean a written change order for extra Work or a change in the Work necessitated by an emergency as defined in Article 35D executed on State form SC 6.31 and identified as an Emergency Field Change Order. The use of such orders is limited to emergencies and to the amounts shown in Article 35D.

10. **FINAL ACCEPTANCE.** The terms “final acceptance” or “finally complete” mean the stage in the progress of the Work, after substantial completion, when all remaining items of Work have been completed, all requirements of the Contract Documents are satisfied and the Notice of Acceptance can be issued. Discrete physical portions of the Project may be separately and partially deemed finally complete at the discretion of the Principal Representative when that portion of the Project reaches such stage of completion and a partial Notice of Acceptance can be issued.

11. **FIXED LIMIT OF CONSTRUCTION COST.** The term “Fixed Limit of Construction Cost” shall set forth a dollar amount available for the total Construction Cost of all elements of the Work as specified by the Principal Representative.

12. **NOTICE.** The term “Notice” shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 8 of the Agreement. Notice Identification, or to such other person as either party identifies in writing to receive Notice. Notice by facsimile transmission where proper transmission is evidence shall be adequate where facsimile numbers are included in Article 8 of the Agreement. Notwithstanding an email delivery or return receipt, email Notice shall not be adequate. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.

13. **OCCUPANCY.** The term “Occupancy” means occupancy taken by the State as Owner after the Date of Substantial Completion at a time when a building or other discrete physical portion of the Project is used for the purpose intended. The Date of Occupancy shall be the date of such first use, but shall not be prior to the date of execution of the Notice of Approval of Occupancy/Use. Prior to the date of execution of a Notice of Approval of Occupancy/Use, the state shall have no right to occupy and the project may not be considered safe for occupancy for the intended use.
14. OWNER. The term “Owner” shall mean the Principal Representative.

15. PRINCIPAL REPRESENTATIVE. The term “Principal Representative” shall be defined, as provided in C.R.S. § 24-30-1301(14), as the governing board of a state department, institution, or agency; or if there is no governing board, then the executive head of a state department, institution, or agency, as designated by the governor or the general assembly and as specifically identified in the Contract Documents, or shall have such other meaning as the term may otherwise be given in C.R.S. § 24-30-1301(14), as amended. The Principal Representative may delegate authority. The Contractor shall have the right to inquire regarding the delegated authority of any of the Principal Representative’s representatives on the project and shall be provided with a response in writing when requested.

16. PRODUCT DATA. The term “Product Data” shall mean all submittals in the form of printed manufacturer’s literature, manufacturer’s specifications, and catalog cuts.

17. PROJECT. The “Project” is the total construction of which the Work performed under the Contract Documents is a part, and may include construction by the Principal Representative or by separate contractors.

18. REASONABLY INFERABLE. The phrase “reasonably inferable” means that if an item or system is either shown or specified, all material and equipment normally furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not, omitting only such parts as are specifically excepted, and shall include only components which the Contractor could reasonably anticipate based on his or her skill and knowledge using an objective, industry standard, not a subjective standard. This term takes into consideration the normal understanding that not every detail is to be given on the Drawings and Specifications If there is a difference of opinion, the Principal Representative shall make the determination as to the standards of what reasonably inferable.

19. SAMPLES. The term “Samples” shall mean examples of materials or Work provided to establish the standard by which the Work will be judged.

20. SBP. The term "SBP" means "State Buildings", which is used in connection with labeling applicable State form documents (e.g., "SBP-01" is the form number for Notice of Approval of Occupancy/Use).

21. SC. The term "SC" means "State Contract" which is used in connection with labeling applicable State form documents (e.g. "SC 6.23" is the State form number for these General Conditions of the Contractor’s Design/Bid/Build Agreement).

22. SCHEDULE OF VALUES. The term "Schedule of Values" is defined as the itemized listing of description of the Work by Division and Section of the Specifications. The format shall be the same as Form SC-7.2. Included shall be the material costs, and the labor and other costs plus the sum of both.

23. SHOP DRAWINGS. The term “Shop Drawings” shall mean any and all detailed drawings prepared and submitted by Contractor, Subcontractor at any tier, vendors or manufacturers providing the products and equipment specified on the Drawings or called for in the Specifications.

24. SPECIFICATIONS. The term “Specifications” shall mean the requirements of the CSI divisions of the project manual prepared by the Architect/Engineer describing the Work to be accomplished.

25. STATE BUILDINGS PROGRAM. Shall refer to the Office of the State Architect within the Department of Personnel & Administration of Colorado State government responsible for project administration, review, approval and coordination of plans, construction procurement policy, contractual procedures, and code compliance and inspection of all buildings, public Works and improvements erected for state purposes; except public roads and highways and projects under the supervision of the division of wildlife and the division of parks and outdoor recreation as provided in C.R.S. § 24-30-1301, et seq. The term State Buildings Program shall also mean that individual within a State Department agency or institution, including institutions of higher education, who has signed an agreement accepting delegation to perform all or part of the responsibilities and functions of State Buildings Program.

26. SUBCONTRACTOR. The term “Subcontractor” shall mean a person, firm or corporation supplying labor, materials, equipment and/or Services for Work at the site of the Project for, and under separate contract or agreement with the Contractor.

27. SUBMITTALS. The term “submittals” means drawings, lists, tables, documents and samples prepared by the Contractor to facilitate the progress of the Work as required by these General
Conditions or the Drawings and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of subcontractors, construction progress schedules, schedules of values, applications for payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are required by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract Documents.

28. SUBSTANTIAL COMPLETION. The terms “substantial completion” or “substantially complete” mean the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents as modified by any Change Orders, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion can be issued. Portions of the Project may, at the discretion of the Principal Representative, be designated as substantially complete.

29. SUPPLIER. The term “Supplier” shall mean any manufacturer, fabricator, distributor, material man or vendor.

30. SURETY. The term “Surety” shall mean the company providing the labor and material payment and performance bonds for the Contractor as obligor.

31. VALUE ENGINEERING. “Value Engineering” or “VE” is defined as an analysis and comparison of cost versus value of building materials, equipment, and systems. VE considers the initial cost of construction, coupled with the estimated cost of maintenance, energy use, life expectancy and replacement cost. VE related to this Project shall include the analysis and comparison of building elements in an effort to reduce overall Project costs, while maintaining or enhancing the quality of the design intent, whenever possible.

32. WORK. The term “Work” shall mean all or part of the labor, materials, equipment, and other services required by the Contract Documents or otherwise required to be provided by the Contractor to meet the Contractor's obligations under the Contract.

ARTICLE 2. EXECUTION, CORRELATION, INTENT OF DOCUMENTS, COMMUNICATION AND COOPERATION

A. EXECUTION
The Contractor, within ten (10) days from the date of Notice of Award, will be required to:
1. Execute the Agreement, State Form SC-6.21;
2. Furnish fully executed Performance and Labor and Material Payment Bonds on State Forms SC-6.22 and SC-6.221; and
3. Furnish certificates of insurance evidencing all required insurance on standard Acord forms designed for such purpose.
4. Furnish certified copies of any insurance policies requested by the Principal Representative.

B. CORRELATION
By execution of the Agreement the Contractor represents that the Contractor has visited the site, has become familiar with local conditions and local requirements under which the Work is to be performed, including the building code programs of the State Buildings Program as implemented by the Principal Representative, and has correlated personal observations with the requirements of the Contract Documents.

C. INTENT OF DOCUMENTS
The Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper execution of the Work. Words describing materials or Work which have a well-known technical or trade meaning shall be held to refer to such recognized standards.

In any event, if any error exists, or appears to exist, in the requirements of the Drawings or Specifications, or if any disagreement exists as to such requirements, the Contractor shall have the same explained or adjusted by the Architect/Engineer before proceeding with the Work in question. In the event of the Contractor’s failure to give prior written Notice of any such errors or disagreements of which the Contractor or the Subcontractors at any tier are aware, the Contractor shall, at no additional
cost to the Principal Representative, make good any damage to, or defect in, Work which is caused by such omission.

Where a conflict occurs between or within standards, Specifications or Drawings, which is not resolved by reference to the precedence between the Contract Documents, the more stringent or higher quality requirements shall apply so long as such more stringent or higher quality requirements are reasonably inferable. The Architect/Engineer shall decide which requirements will provide the best installation.

With the exception noted in the following paragraph, the precedence of the Contract Documents is in the following sequence:

1. The Agreement (SC-6.21);
2. The Supplementary General Conditions, if any;
3. The General Conditions (SC-6.23); and
4. Drawings and Specifications, all as modified by any addenda.

Change Orders and Amendments, if any, to the Contract Documents take precedence over the original Contract Documents.

Notwithstanding the foregoing order of precedence, the Special Provisions of Article 52 of the General Conditions, Special Provisions, shall take precedence, rule and control over all other provisions of the Contract Documents.

Unless the context otherwise requires, form numbers in this document are for convenience only. In the event of any conflict between the form required by name or context and the form required by number, the form required by name or context shall control. The Contractor may obtain State forms from the Principal Representative upon request.

D. PARTNERING, COMMUNICATIONS AND COOPERATION

In recognition of the fact that conflicts, disagreements and disputes often arise during the performance of construction contracts, the Contractor and the Principal Representative aspire to encourage a relationship of open communication and cooperation between the employees and personnel of both, in which the objectives of the Contract may be better achieved and issues resolved in a more fully informed atmosphere.

The Contractor and the Principal Representative each agree to assign an individual who shall be fully authorized to negotiate and implement a voluntary partnering plan for the purpose of facilitating open communications between them. Within thirty days (30) of the Notice to Proceed, the assigned individuals shall meet to discuss development of an informal agreement to accomplish these goals.

The assigned individuals shall endeavor to reach an informal agreement, but shall have no such obligation. Any plans these parties voluntarily agree to implement shall result in no change to the contract amount, and no costs associated with such plan or its development shall be recoverable under any contract clause. In addition, no plan developed to facilitate open communication and cooperation shall alter, amend or waive any of the rights or duties of either party under the Contract unless and except by written Amendment to the Contract, nor shall anything in this clause or any subsequently developed partnering plan be deemed to create fiduciary duties between the parties unless expressly agreed in a written Amendment to the Contract. It is also recognized that projects with relatively low contract values may not justify the expense or special efforts required. In the case of small projects with an initial Contract value under $500,000, the requirements of the preceding paragraph shall not apply.

ARTICLE 3. COPIES FURNISHED

A. The Contractor will be furnished, free of charge, the number of copies of Drawings and Specifications as specified in the Contract Documents, or if no number is specified, all copies reasonably necessary for the execution of the Work.
ARTICLE 4. OWNERSHIP OF DRAWINGS
Drawings or Specifications, or copies of either, furnished by the Architect/Engineer, are not to be used on any other Work. At the completion of the Work, at the written request of the Architect/Engineer, the Contractor shall endeavor to return all Drawings and Specifications.

B. The Contractor may retain the Contractor’s Contract Document set, copies of Drawings and Specifications used to contract with others for any portion of the Work and a marked up set of as-built drawings.

ARTICLE 5. ARCHITECT/ENGINEER’S STATUS
C. The Architect/Engineer is the representative of the Principal Representative for purposes of administration of the Contract, as provided in the Contract Documents and the Agreement. In case of termination of employment or the death of the Architect/Engineer, the Principal Representative will appoint a capable Architect/Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract shall be the same as that of the former Architect/Engineer.

ARTICLE 6. ARCHITECT/ENGINEER DECISIONS AND JUDGMENTS, ACCESS TO WORK AND INSPECTION
A. DECISIONS
The Architect/Engineer shall, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work or the interpretation of the Contract Documents, and in the exercise of due diligence shall be reasonably available to the Contractor to timely interpret and make decisions with respect to questions relating to the design or concerning the Contract Documents.

B. JUDGMENTS
The Architect/Engineer is, in the first instance, the judge of the performance required by the Contract Documents as it relates to compliance with the Drawings and Specifications and quality of Workmanship and materials.

The Architect/Engineer shall make judgments regarding whether directed Work is extra or outside the scope of Work required by the Contract Documents at the time such direction is first given. If, in the Contractor’s judgment, any performance directed by the Architect/Engineer is not required by the Contract Documents or if the Architect/Engineer does not make the judgment required, it shall be a condition precedent to the filing of any claim for additional cost related to such directed Work that the Contractor, before performing such Work, shall first obtain in writing, the Architect/Engineer’s written decision that such directed Work is included in the performance required by the Contract Documents. If the Architect/Engineer’s direction to perform the Work does not state that the Work is included in the performance required by the Contract Documents, the Contractor shall, in writing, request the Architect/Engineer to advise in writing whether the directed Work will be considered extra Work or Work included in the performance required by the Contract Documents.

The Architect/Engineer shall respond to any such written request for such a decision within three (3) business days and if no response is provided, or if the Architect/Engineer’s written decision is to the effect that the Work is included in the performance required by the Contract Documents, the Contractor may file with the Principal Representative and the Architect/Engineer a Notice of claim in accordance with Article 36, Claims. Whether or not a Notice of claim is filed, the Contractor shall proceed with the ordered Work. Disagreement with the decision of the Architect/Engineer shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance.

C. ACCESS TO WORK
The Architect/Engineer, the Principal Representative and representatives of State Buildings Program shall at all times have access to the Work. The Contractor shall provide proper facilities for such access and for their observations or inspection of the Work.
D. INSPECTION
The Architect/Engineer has agreed to make, or that structural, mechanical, electrical engineers or other consultants will make, periodic visits to the site to generally observe the progress and quality of the Work to determine in general if the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

Without in any way meaning to be exclusive or to limit the responsibilities of the Architect/Engineer or the Contractor, the Architect/Engineer has agreed to observe, among other aspects of the Work, the following for compliance with the Contract Documents:

1. Compaction testing reports based upon the findings and recommendations of the Principal Representative’s testing consultant;
2. Bearing surfaces of excavations before concrete is placed based upon the findings and recommendations of the Principal Representative’s soils engineering consultant;
3. Reinforcing steel after installation and before concrete is poured;
4. Structural concrete;
5. Laboratory reports on all concrete testing based upon the findings and recommendations of the Principal Representative’s testing consultant;
6. Structural steel during and after erection and prior to its being covered or enclosed;
7. Steel welding; Principal Representative will furnish steel welding inspection consultant/agency if required or necessary for the project;
8. Mechanical and plumbing Work following its installation and prior to its being covered or enclosed;
9. Electrical Work following its installation and prior to its being covered or enclosed; and
10. Any special or quality control testing required in the Contract Documents provided by the Principal Representative’s testing consultant.

If the Specifications, the Architect/Engineer’s instructions, laws, ordinances of any public authority require any Work to be specifically tested or approved, the Contractor shall give the Principal Representative, Architect/Engineer and appropriate testing agency (if necessary) timely notice of its readiness for observation by the Architect/Engineer or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. The Contractor shall give all required Notices to the Principal Representative or his or her designee for inspections required for the building inspection program. It shall be the responsibility of the Contractor to determine the Notice required by the State pursuant to Building Inspection Record for the Project, according to State form SBP-B.I.R., or the equivalent form required by the Principal Representative as approved by the State Buildings Program. If any portion of the Work should be covered contrary to the reasonable request of the Architect/Engineer, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for its observation and shall be replaced at the Contractor’s expense.

If any other portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to it’s being covered, it may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Amendment or Change Order, be charged to the Principal Representative. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Principal Representative or a separate Contractor as provided in Article 18, in which event, the Principal Representative shall be responsible for the payment of such costs.

ARTICLE 7. CONTRACTOR’S SUPERINTENDENCE AND SUPERVISION
The Contractor shall employ, and keep present (as applicable) on the Project during its progress, a competent project manager as satisfactory to the Principal Representative. The project manager shall not be changed except with the consent of the Principal Representative, unless the project manager proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The project manager shall represent
the Contractor for the Project, and in the absence of the Contractor, all directions given to the project manager shall be as binding as if given to the Contractor. Directions received by the project manager shall be documented by the project manager and communicated in writing with the Contractor.

The Contractor shall employ, and keep present on the Project during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Architect/Engineer and the Principal Representative. The superintendent shall not be changed except with the consent of the Architect/Engineer and the Principal Representative, unless the superintendent proves to be unsatisfactory to the Project Manager/Contractor and ceases to be in his or her employ. The superintendent shall represent the Project Manager/Contractor in his or her absence and all directions given to the superintendent shall be as binding as if given to the Project Manager/Contractor. Directions received by the superintendent shall be documented by the superintendent and confirmed in writing with the Project Manager/Contractor.

The Contractor shall give efficient supervision to the Work, using his or her best skill and attention. He or she shall carefully study and compare all Drawings, Specifications and other written instructions and shall without delay report any error, inconsistency or omission which he or she may discover in writing to the Architect/Engineer. The Contractor shall not be liable to the Principal Representative for damage to the extent it results from errors or deficiencies in the Contract Documents or other instructions by the Architect/Engineer, unless the Contractor knew or had reason to know, that damage would result by proceeding and the Contractor fails to so advise the Architect/Engineer.

D. The superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a uniform, thorough and first-class manner in every respect. The Contractor’s superintendent shall establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Contractor’s Work. The Contractor shall lay out all Work in a manner satisfactory to the Architect/Engineer, making permanent records of all lines and levels required for excavation, grading, foundations, and for all other parts of the Work.

ARTICLE 8. MATERIALS AND EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be first class and of uniform quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor is fully responsible for all acts and omissions of the Contractor’s employees and shall at all times enforce strict discipline and good order among employees on the site. The Contractor shall not employ on the Work any person reasonably deemed unfit by the Principal Representative or anyone not skilled in the Work assigned to him.

ARTICLE 9. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

A. SURVEYS

The Principal Representative shall furnish all surveys, property lines and bench marks deemed necessary by the Architect/Engineer, unless otherwise specified.

B. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Unless otherwise specified in the Specifications, no local municipal or county building permit shall be required. However, State Buildings Program requires each Principal Representative to administer a building code inspection program, the implementation of which may vary at each agency or institution of the State. The Contractors’ employees shall become personally familiar with these local conditions and requirements and shall fully comply with such requirements. State electrical and plumbing permits are required, unless the requirement to obtain such permits is altered by State Building’s Programs. The Contractor shall obtain and pay for such permits.
Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Principal Representative, unless otherwise specified.

C. TAXES
1. Refund of Sales and Use Taxes
   The Contractor shall pay all local taxes required to be paid, including but not necessarily limited to all sales and use taxes. If requested by the Principal Representative prior to issuance of the Notice to Proceed or directed in the Supplementary General Conditions or the Specifications, the Contractor shall maintain records of such payments in respect to the Work, which shall be separate and distinct from all other records maintained by the Contractor, and the Contractor shall furnish such data as may be necessary to enable the State of Colorado, acting by and through the Principal Representative, to obtain any refunds of such taxes which may be available under the laws, ordinances, rules or regulations applicable to such taxes. When so requested or directed, the Contractor shall require Subcontractors at all tiers to pay all local sales and use taxes required to be paid and to maintain records and furnish the Contractor with such data as may be necessary to obtain refunds of the taxes paid by such Subcontractors. No State sales and use taxes are to be paid on material to be used in this Project. On application by the purchaser or seller, the Department of Revenue shall issue to a Contractor or to a Subcontractor at any tier, a certificate or certificates of exemption per C.R.S. § 39-26-703(2)(b), and C.R.S. § 39-26-708.

2. Federal Taxes
   The Contractor shall exclude the amount of any applicable federal excise or manufacturers’ taxes from the proposal. The Principal Representative will furnish the Contractor, on request exemption certificates.

D. LAWS AND REGULATIONS
The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn or specified. If the Contractor observes that the Drawings or Specifications require Work which is at variance therewith, the Contractor shall without delay notify the Architect/Engineer in writing and any necessary changes shall be adjusted as provided in Article 35, Changes In The Work.

The Contractor shall bear all costs arising from the performance of Work required by the Drawings or Specifications that the Contractor knows to be contrary to such laws, ordinances, rules or regulations, if such Work is performed without giving Notice to the Architect/Engineer.

ARTICLE 10. PROTECTION OF WORK AND PROPERTY
A. GENERAL PROVISIONS
The Contractor shall continuously maintain adequate protection of all Work and materials, protect the property from injury or loss arising in connection with this Contract and adequately protect adjacent property as provided by law and the Contract Documents. The Contractor shall make good any damage, injury or loss, except to the extent:

1. Directly due to errors in the Contract Documents;
2. Caused by agents or employees of the Principal Representative; and,
3. Due to causes beyond the Contractor’s control and not to fault or negligence; provided such damage, injury or loss would not be covered by the insurance required to be carried by the Contractor;

B. SAFETY PRECAUTIONS
The Contractor shall take all necessary precautions for the safety of employees on the Project, and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He or she shall erect and properly maintain at all times, as required by the conditions and
progress of the Work, all necessary safeguards for the protection of Workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he or she shall designate a responsible member of his or her organization on the Project, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Architect/Engineer by the Contractor.

The Contractor shall provide all necessary bracing, shoring and tying of all structures, decks and framing to prevent any structural failure of any material which could result in damage to property or the injury or death of persons; take all precautions to insure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will endanger its safety at any time during the execution of this Contract; and provide for the adequacy and safety of all scaffolding and hoisting equipment. The Contractor shall not permit open fires within the building enclosure. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations and floors, pits and trenches free of water. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, except as otherwise noted.

The Contractor shall take due precautions when obstructing sidewalks, streets or other public ways in any manner, and shall provide, erect and maintain barricades, temporary walkways, roadways, trench covers, colored lights or danger signals and any other devices necessary or required to assure the safe passage of pedestrians and automobiles.

C. EMERGENCIES
E. In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor without special instruction or authorization from the Architect/Engineer or Principal Representative, is hereby permitted to act, at his or her discretion, to prevent such threatened loss or injury; and he or she shall so act, without appeal, if so authorized or instructed. Provided the Contractor has no responsibilities for the emergency, if the Contractor incurs additional cost not otherwise recoverable from insurance or others on account of any such emergency Work, the Contract sum shall be equitably adjusted in accordance with Article 35, Changes In The Work.

ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK
The Contractor shall keep on the job site one copy of the Contract Documents in good order, including current copies of all Drawings and Specifications for the Work, and any approved Shop Drawings, Product Data or Samples, and as-built drawings. As-built drawings shall be updated weekly by the Contractor and Subcontractors to reflect actual constructed conditions including dimensioned locations of underground Work and the Contractor's failure to maintain such updates may be grounds to withhold portions of payments otherwise due in accordance with Article 33, Payments Withheld. All such documents shall be available to the Architect/Engineer and representatives of the State. In addition, the Contractor shall keep on the job site one copy of all approved addenda, Change Orders and requests for information issued for the Work.

The Contractor shall develop procedures to insure the currency and accuracy of as-built drawings and shall maintain on a current basis a log of requests for information and responses thereto, a Shop Drawing and Product Data submittal log, and a Sample submittal log to record the status of all necessary and required submittals.

ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES
A. REQUESTS FOR INFORMATION
   The Architect/Engineer shall furnish additional instructions with reasonable promptness, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from. The Architect/Engineer shall determine what additional instructions or drawings are necessary for the proper execution of the Work.
The Work shall be executed in conformity with such instructions and the Contractor shall do no Work without proper drawings, specifications or instructions. If the Contractor believes additional instructions, specifications or drawings are needed for the performance of any portion of the Work, the Contractor shall give Notice of such need in writing through a request for information furnished to the Architect/Engineer sufficiently in advance of the need for such additional instructions, specifications or drawings to avoid delay and to allow the Architect/Engineer a reasonable time to respond. The Contractor shall maintain a log of the requests for information and the responses provided.

B. SCHEDULES

1. **Submittal Schedules**

   Prior to filing the Contractor’s first application for payment, a schedule shall be prepared which may be preliminary to the extent required, fixing the dates for the submission and initial review of required Shop Drawings, Product Data and Samples for the beginning of manufacture and installation of materials, and for the completion of the various parts of the Work. It shall be prepared so as to cause no delay in the Work or in the Work of any other contractor. The schedule shall be subject to change from time to time in accordance with the progress of the Work, and it shall be subject to the review and approval by the Architect/Engineer. It shall fix the dates at which the various Shop Drawings Product Data and Samples will be required from the Architect/Engineer. The Architect/Engineer, after review and agreement as to the time provided for initial review, shall review and comment on the Shop Drawings, Product Data and Samples in accordance with that schedule. The schedule shall be finalized, prepared and submitted with respect to each of the elements of the Work in time to avoid delay, considering reasonable periods for review, manufacture or installation.

   At the time the schedule is prepared, the Contractor, the Architect/Engineer and Principal Representative shall jointly identify the Shop Drawing, Product Data and Samples, if any, which the Principal Representative shall receive simultaneously with the Architect/Engineer for the purposes of owner coordination with existing facility standards and systems. The Contractor shall furnish a copy for the Principal Representative when so requested. Transmittal of Shop Drawings and Product Data copies to the Principal Representative shall be solely for the convenience of the Principal Representative and shall neither create nor imply responsibility or duty of review by the Principal Representative.

   The Contractor may also, or at the direction of the Principal Representative at any time shall, prepare and maintain a schedule, which may also be preliminary and subject to change to the extent required, fixing the dates for the initial responses to requests for information or for detail drawings which will be required from the Architect/Engineer to allow the beginning of manufacture, installation of materials and for the completion of the various parts of the Work. The schedule shall be subject to review and approval by the Architect/Engineer. The Architect/Engineer shall, after review and agreement, furnish responses and detail drawings in accordance with that schedule. Any such schedule shall be prepared and approved in time to avoid delay, considering reasonable periods for review, manufacture or installation, but so long as the request for information schedule is being maintained, it shall not be deemed to transfer responsibility to the Contractor for errors or omissions in the Contract Documents where circumstances make timely review and performance impossible.

   The Architect/Engineer shall not unreasonably withhold approval of the Contractor’s schedules and shall inform the Contractor and the Principal Representative of the basis of any refusal to agree to the Contractor’s schedules. The Principal Representative shall attempt to resolve any disagreements.

2. **Schedule of Values**

   Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and Principal Representative, for approval, and to the State Buildings Program when specifically requested, a complete itemized schedule of the values of the various parts of the Work, as estimated by the Contractor, aggregating the total price. The
schedule of values shall be in such detail as the Architect/Engineer or the Principal Representative shall require, prepared on forms acceptable to the Principal Representative. It shall, at a minimum, identify on a separate line each division of the Specifications including the general conditions costs to be charged to the Project. The Contractor shall revise and resubmit the schedule of values for approval when, in the opinion of the Architect/Engineer or the Principal Representative, such resubmittal is required due to changes or modifications to the Contract Documents or the Contract sum.

The total cost of each line item so separately identified shall, when requested by the Architect/Engineer or the Principal Representative, be broken down into reasonable estimates of the value of:

a. Material, which shall include the cost of material actually built into the Project plus any local sales or use tax paid thereon; and,

b. Labor and other costs.

The cost of subcontracts shall be incorporated in the Contractor’s schedule of values, and when requested by the Architect/Engineer or the Principal Representative, shall be separately shown as line items.

The Architect/Engineer shall review the proposed schedules and approve it after consultation with the Principal Representative, or advise the Contractor of any required revisions within ten (10) days of its receipt. In the event no action is taken on the submittal within ten days, the Contractor may utilize the schedule of values as its submittal for payment until it is approved or until revisions are requested.

When the Architect/Engineer deems it appropriate to facilitate certification of the amounts due to the Contractor, further breakdown of subcontracts, including breakdown by labor and materials, may be directed.

This schedule of values, when approved, will be used in preparing Contractor’s applications for payment on State Form SC-7.2, Application for Payment.

3. Construction Schedules

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and the Principal Representative, and to the State Buildings Program when specifically requested, on a form acceptable to them, an overall timetable of the construction schedule for the Project. Unless the Supplementary General Conditions or the Specifications allow scheduling with bar charts or other less sophisticated scheduling tools, the Contractor’s schedule shall be a critical-path method (CPM) construction schedule. The CPM schedule shall start with the date of the Notice to Proceed and include submittals activities, the various construction activities, change order Work (when applicable), close-out, testing, demonstration of equipment operation when called for in the Specifications, and acceptance. The CPM schedule shall at a minimum correlate to the schedule of values line items and shall be cost loaded if requested by the Architect/Engineer or Principal Representative. The completion time shall be the time specified in the Agreement and all Project scheduling shall allocate float utilizing the full period available for construction as specified in the Agreement on State Form SC 6.13, without indication of early completion, unless such earlier completion is approved in writing by the Principal Representative and State Building Programs.

The time shown between the starting and completion dates of the various elements within the construction schedule shall represent one hundred per cent (100%) completion of each element.

All other elements of the CPM schedule shall be as required by the Specifications. In addition, the Contractor shall submit monthly updates or more frequently, if required by the Principal Representative, updates of the construction schedule. These updates shall reflect the Contractor’s “Work in place” progress.
When requested by the Architect/Engineer, the Principal Representative or the State Buildings Program, the Contractor shall revise the construction schedule to reflect changes in the schedule of values.

When the testing of materials is required by the Specifications, the Contractor shall also prepare and submit to the Architect/Engineer and the Principal Representative a schedule for testing in accordance with Article 14, Samples and Testing.

ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. SUBMITTAL PROCESS

The Contractor shall check and field verify all dimensions. The Contractor shall check, approve and submit to the Architect/Engineer in accordance with the schedule described in Article 12, Requests for Information and Schedules, all Shop Drawings, Product Data and Samples required by the specifications or required by the Contractor for the Work of the various trades. All Drawings and Product Data shall contain identifying nomenclature and each submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures. The number of copies of Shop Drawings and Product Data to be submitted shall be as specified in the Specifications and if no number is specified then three copies shall be submitted.

The Architect/Engineer shall review and comment on the Shop Drawings and Product Data within the time provided in the agreed upon schedule for conformance with information given and the design concept expressed in, or reasonably inferred from, the Contract Documents. The nature of all corrections to be made to the Shop Drawings and Product Data, if any, shall be clearly noted, and the submittals shall be returned to the Contractor for such corrections. If a change in the scope of the Work is intended by revisions requested to any Shop Drawings and Product Data, the Contractor shall be requested to prepare a change proposal in accordance with Article 35, Changes In The Work. On resubmitted Shop Drawings, Product Data or Samples, the Contractor shall direct specific attention in writing on the transmittal cover to revisions other than those corrections requested by the Architect/Engineer on any previously checked submittal. The Architect/Engineer shall promptly review and comment on, and return, the resubmitted items.

The Contractor shall thereafter furnish such other copies in the form approved by the Architect/Engineer as may be needed for the prosecution of the Work.

B. FABRICATION AND ORDERING

Fabrication shall be started by the Contractor only after receiving approved Shop Drawings from the Architect/Engineer. Materials shall be ordered in accordance with approved Product Data. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, will not be acceptable.

C. DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS

The review and comments of the Architect/Engineer of Shop Drawings, Product Data or Samples shall not relieve the Contractor from responsibility for deviations from the Drawings or Specifications, unless he or she has in writing called the attention of the Architect/Engineer to such deviations at the time of submission, nor shall it relieve the Contractor from responsibility for errors of any sort in Shop Drawings or Product Data. Review and comments on Shop Drawings or Product Data containing identified deviations from the Contract Documents shall not be the basis for a Change Order or a claim based on changes in the scope of the Work unless Notice is given to the Architect/Engineer and Principal Representative of all additional costs, time and other impacts of the identified deviation by bring it to their attention in writing at the time the submittals are made, and any subsequent change in the Contract sum or the Contract time shall be limited to cost, time and impacts so identified.

D. CONTRACTOR REPRESENTATIONS

By preparing, approving, and/or submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field
construction criteria related thereto, and has checked and coordinated the information contained within each submittal with the requirements of the Work, the Project and the Contract Documents and prior reviews and approvals.

ARTICLE 14. SAMPLES AND TESTING

A. SAMPLES
The Contractor shall furnish for approval, with such promptness as to cause no delay in his or her Work or in that of any other Contractor, all Samples as directed by the Architect/Engineer. The Architect/Engineer shall check and approve such Samples, with reasonable promptness, but only for conformance with the design intent of the Contract Documents and the Project, and for compliance with any submission requirements given in the Contract Documents.

B. TESTING - GENERAL
The Contractor shall provide such equipment and facilities as the Architect/Engineer may require for conducting field tests and for collecting and forwarding samples to be tested. Samples themselves shall not be incorporated into the Work after approval without the permission of the Architect/Engineer.

All materials or equipment proposed to be used may be tested at any time during their preparation or use. The Contractor shall furnish the required samples without charge and shall give sufficient Notice of the placing of orders to permit the testing thereof. Products may be sampled either prior to shipment or after being received at the site of the Work.

Tests shall be made by an accredited testing laboratory. Except as otherwise provided in the Specifications, sampling and testing of all materials, and the laboratory methods and testing equipment, shall be in accordance with the latest standards and tentative methods of the American Society of Testing Materials (ASTM). The cost of testing which is in addition to the requirements of the Specifications shall be paid by the Contractor if so directed by the Architect/Engineer, and the Contract sum shall be adjusted accordingly by Change Order; provided however, that whenever testing shows portions of the Work to be deficient, all costs of testing including that required to verify the adequacy of repair or replacement Work shall be the responsibility of the Contractor.

C. TESTING - CONCRETE AND SOILS
Unless otherwise specified or provided elsewhere in the Contract Documents, the Principal Representative will contract for and pay for the testing of concrete and for soils compaction testing through an independent laboratory or laboratories selected and approved by the Principal Representative. The Contractor shall assume the responsibility of arranging, scheduling and coordinating the concrete sample collection efforts and soils compaction efforts in an efficient and cost effective manner. Testing shall be performed in accordance with the requirements of the Specifications, and if no requirements are specified, the Contractor shall request instructions and testing shall be as directed by the Architect/Engineer or the soils engineer, as applicable, and in accordance with standard industry practices.

The Principal Representative and the Architect/Engineer shall be given reasonable advance notice of each concrete pour and reserve the right to either increase or decrease the number of cylinders or the frequency of tests.

Soil compaction testing shall be at random locations selected by the soils engineer. In general, soils compaction testing shall be as directed by the soils engineer and shall include all substrate prior to backfill or construction.

D. TESTING - OTHER
Additional testing required by the Specifications will be accomplished and paid for by the Principal Representative in a manner similar to that for concrete and soils unless noted otherwise in the Specifications. In any case, the Contractor will be responsible for arranging, scheduling and coordinating additional tests. Where the additional testing will be contracted and paid for by the Principal Representative the Contractor shall give the Principal Representative not less than one-month advance written Notice of the date the first such test will be required.
ARTICLE 15. SUBCONTRACTS

A. CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES OR COLORADO

After the contract is awarded, Contractor is required to provide written notice to the Principal Representative no later than twenty (20) days after deciding to perform services under this contract outside the United States or Colorado or to subcontract services under this contract to a subcontractor that will perform such services outside the United States or Colorado. The written notification must include, but need not be limited to, a statement of the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform the services. All notices received by the State pursuant to outsourced services shall be posted on the Colorado Department of Personnel & Administration’s website. If Contractor knowingly fails to notify the Principal Representative of any outsourced services as specified herein, the Principal Representative, at its discretion, may terminate this contract as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education (Does not apply to any project that receives federal moneys).

B. SUBCONTRACTOR LIST

Prior to the Notice to Proceed to commence construction, the Contractor shall submit to the Architect/Engineer, the Principal Representative and State Buildings Program a preliminary list of Subcontractors. It shall be as complete as possible at the time, showing all known Subcontractors planned for the Work. The list shall be supplemented as other Subcontractors are determined by the Contractor and any such supplemental list shall be submitted to the Architect/Engineer, the Principal Representative and State Buildings Program not less than ten (10) days before the Subcontractor commences Work.

C. SUBCONTRACTOR SUBSTITUTIONS

The Contractor’s list shall include those Subcontractors, if any, which the Contractor indicated in its bid, would be employed for specific portions of the Work if such indication was requested in the bid documents issued by the State. The substitution of any Subcontractor listed in the Contractor’s bid shall be justified in writing not less than ten (10) days after the date of the Notice to Proceed to commence construction, and shall be subject to the approval of the Principal Representative. For reasons such as the Subcontractor’s refusal to perform as agreed, subsequent unavailability or later discovered bid errors, or other similar reasons, but not including the availability of a lower Subcontract price, such substitution may be approved. The Contractor shall bear any additional cost incurred by such substitutions.

D. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

The Contractor shall not employ any Subcontractor that the Architect/Engineer, within ten (10) days after the date of receipt of the Contractor’s list of Subcontractors or any supplemental list, objects to in writing as being unacceptable to either the Architect/Engineer, the Principal Representative or State Buildings Program. If a Subcontractor is deemed unacceptable, the Contractor shall propose a substitute Subcontractor and the Contract sum shall be adjusted by any demonstrated difference between the Subcontractor’s bids, except where the Subcontractor has been debarred by the State or fails to meet qualifications of the Contract Documents to perform the Work proposed.

The Contractor shall be fully responsible to the Principal Representative for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them. All instructions or orders in respect to Work to be done by Subcontractors shall be given to the Contractor.

ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind each Subcontractor to the terms of these General Conditions and to the requirements of the Drawings and Specifications, and any Addenda thereto, and also all the other Contract Documents, so far as applicable to the Work of such Subcontractor. The Contractor further agrees to bind each Subcontractor to those terms of the General Conditions which expressly require that Subcontractors also be bound, including without limitation, requirements that Subcontractors waive all rights of subrogation,
provide adequate general commercial liability and property insurance, automobile insurance and workers’
compensation insurance as provided in Article 25, Insurance.

Nothing contained in the Contract Documents shall be deemed to create any contractual relationship
whatsoever between any Subcontractor and the State of Colorado acting by and through its Principal
Representative.

ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS
Should the Contractor cause damage to any separate contractor on the Work, the Contractor agrees, upon
due Notice, to settle with such contractor by agreement, if he or she will so settle. If such separate contractor
sues the Principal Representative on account of any damage alleged to have been so sustained, the Principal
Representative shall notify the Contractor, who shall defend such proceedings if requested to do so by
Principal Representative. If any judgment against the Principal Representative arises there from, the
Contractor shall pay or satisfy it and pay all costs and reasonable attorney fees incurred by the Principal
Representative, in accordance with Article 52C, Indemnification, provided the Contractor was given due Notice
of an opportunity to settle.

ARTICLE 18. SEPARATE CONTRACTS
The Principal Representative reserves the right to enter into other contracts in connection with the Project or
the Contract. The Contractor shall afford other contractors reasonable opportunity for the introduction and
storage of their materials and the execution of their Work, and shall properly connect and coordinate his or
her Work with theirs. If any part of the Contractor’s Work depends, for proper execution or results, upon the
Work of any other contractor, the Contractor shall inspect and promptly report to the Architect/Engineer any
defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor
to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper for the
reception of Work, except as to defects which may develop in the other Contractor’s Work after the execution
of the Contractor's Work.

To insure the proper execution of subsequent Work, the Contractor shall measure Work already in place and
shall at once report to the Architect/Engineer any discrepancy between the executed Work and the Drawings.

ARTICLE 19. USE OF PREMISES
The Contractor shall confine apparatus, the storage of materials and the operations of workmen to limits
indicated by law, ordinances, permits and any limits lines shown on the Drawings. The Contractor shall not
unreasonably encumber the premises with materials.

The Contractor shall enforce all of the Architect/Engineer’s instructions and prohibitions regarding, without
limitation, such matters as signs, advertisements, fires and smoking.

ARTICLE 20. CUTTING, FITTING OR PATCHING
The Contractor shall do all cutting, fitting or patching of Work that may be required to make its several parts
come together properly and fit it to receive or be received by Work of other Contractors shown upon, or
reasonably inferred from, the Drawings and Specifications for the complete structure, and shall provide for
such finishes to patched or fitted Work as the Architect/Engineer may direct. The Contractor shall not
endanger any Work by cutting, excavating or otherwise altering the Work and shall not cut or alter the Work
of any other Contractor save with the consent of the Architect/Engineer.

ARTICLE 21. UTILITIES
A. TEMPORARY UTILITIES
Unless otherwise specifically stated in the Specifications or on the Drawings, the Principal
Representative shall be responsible for the locations of all utilities as shown on the Drawings or indicated
elsewhere in the Specifications, subject to the Contractor's compliance with all statutory or regulatory
requirements to call for utility locates. When actual conditions deviate from those shown the Contractor
shall comply with the requirements of Article 37, Differing Site Conditions. The Contractor shall provide
and pay for the installation of all temporary utilities required to supply all the power, light and water
needed by him and other Contractors for their Work and shall install and maintain all such utilities in
such manner as to protect the public and Workmen and conform with any applicable laws and regulations. Upon completion of the Work, he or she shall remove all such temporary utilities from the site. The Contractor shall pay for all consumption of power, light and water used by him or her and the other Contractors, without regard to whether such items are metered by temporary or permanent meters. The Superintendent shall have full authority over all trades and Subcontractors at any tier to prevent waste. The cut-off date on permanent meters shall be either the agreed date of the date of the Notice of Substantial Completion or the Notice of Approval of Occupancy/Use of the Project.

B. PROTECTION OF EXISTING UTILITIES
Where existing utilities, such as water mains, sanitary sewers, storm sewers and electrical conduits, are shown on the Drawings, the Contractor shall be responsible for the protection thereof, without regard to whether any such utilities are to be relocated or removed as a part of the Work. If any utilities are to be moved, the moving must be conducted in such manner as not to cause undue interruption or delay in the operation of the same.

C. CROSSING OF UTILITIES
When new construction crosses highways, railroads, streets, or utilities under the jurisdiction of State, city or other public agency, public utility or private entity, the Contractor shall secure proper written permission before executing such new construction. The Contractor will be required to furnish a proper release before final acceptance of the Work.

ARTICLE 22. UNSUITABLE CONDITIONS
The Contractor shall not Work at any time, or permit any Work to be done, under any conditions contrary to those recommended by manufacturers or industry standards which are otherwise proper, unsuited for proper execution, safety and performance. Any cost caused by ill-timed Work shall be borne by the Contractor unless the timing of such Work shall have been directed by the Architect/Engineer or the Principal Representative, after the award of the Contract, and the Contractor provided Notice of any additional cost.

ARTICLE 23. TEMPORARY FACILITIES
A. OFFICE FACILITIES
The Contractor shall provide and maintain without additional expense for the duration of the Project temporary office facilities, as required and as specified, for its own use and the use of the Architect/Engineer, representatives of the Principal Representative and State Buildings Program.

B. TEMPORARY HEAT
The Contractor shall furnish and pay for all the labor, facilities, equipment, fuel and power necessary to supply temporary heating, ventilating and air conditioning, except to the extent otherwise specified, and shall be responsible for the installation, operation, maintenance and removal of such facilities and equipment. Unless otherwise specified, the permanent HVAC system shall not be used for temporary heat in whole or in part. If the Contractor desires to put the permanent system into use, in whole or in part, the Contractor shall set it into operation and furnish the necessary fuel and manpower to safely operate, protect and maintain that HVAC system. Any operation of all or any part of the permanent HVAC system including operation for testing purposes shall not constitute acceptance of the system, nor shall it relieve the Contractor of his or her one-year guarantee of the system from the date of the Notice of Substantial Completion of the entire Project, and if necessary due to prior operation, the Contractor shall provide manufacturers’ extended warranties from the date of the Contractor’s use prior to the date of the Notice of Substantial Completion.

C. WEATHER PROTECTION
The Contractor shall, at all times, provide protection against weather, so as to maintain all Work, materials, apparatus and fixtures free from injury or damages.

D. DUST PARTITIONS
If the Work involves Work in an occupied existing building, the Contractor shall erect and maintain during the progress of the Work, suitable dust-proof temporary partitions, or more permanent partitions as specified, to protect such building and the occupants thereof.
E. **Bench Marks**
The Contractor shall maintain any site bench marks provided by the Principal Representative and shall establish any additional benchmarks specified by the Architect/Engineer as necessary for the Contractor to layout the Work and ascertain all grades and levels as needed.

F. **Sign**
The Contractor shall erect and permit one 4’ x 8’ sign only at the site to identify the Project as specified or directed by the Architect/Engineer which shall be maintained in good condition during the life of the Project.

G. **Sanitary Provision**
The Contractor shall provide and maintain suitable, clean, temporary sanitary toilet facilities for any and all workmen engaged on the Work, for the entire construction period, in strict compliance with the requirement of all applicable codes, regulations, laws and ordinances, and no other facilities, new or existing, may be used by any person on the Project. When the Project is complete the Contractor shall promptly remove them from the site, disinfect, and clean or treat the areas as required. If any new construction surfaces in the Project other than the toilet facilities provided for herein are soiled at any time, the entire areas so soiled shall be completely removed from the Project and rebuilt. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of any contractor.

**ARTICLE 24. Cleaning Up**
The Contractor shall keep the building and premises free from all surplus material, waste material, dirt and rubbish caused by employees or Work, and at the completion of the Work shall remove all such surplus material, waste material, dirt, and rubbish, as well as all tools, equipment and scaffolding, and shall wash and clean all window glass and plumbing fixtures, perform cleanup and cleaning required by the Specifications and leave all of the Work clean unless more exact requirements are specified.

**ARTICLE 25. Insurance**
A. **General**
The Contractor shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Contractor shall continue to provide evidence of such coverage to State of Colorado on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Principal Representative and State Buildings Program within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”.

B. **Commercial General Liability Insurance (CGL)**
This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate $2,000,000
Products – Completed Operations Aggregate $2,000,000
Each Occurrence $1,000,000
Personal Injury $1,000,000

The following coverages shall be included in the CGL:
1. Per project general aggregate (CG 25 03 or similar)
2. Additional Insured status in favor of the State of Colorado and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG2010 10/01 and CG 2037 10/01 or equivalent as permitted by law.
3. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
4. A waiver of Subrogation in favor of all Additional Insured parties.
5. Personal Injury Liability
6. Contractual Liability coverage to support indemnification obligation per Article 53.1
7. Explosion, collapse and underground (xcu)

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” from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
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

The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Combined Bodily Injury and Property Damage Liability
(Combined Single Limit): $1,000,000 each accident

Coverages:
Specific waiver of subrogation

D. WORKERS’ COMPENSATION INSURANCE
The Contractor shall procure and maintain Workers’ Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

The Contractor shall also require each Subcontractor to furnish Workers’ Compensation Insurance, including occupational disease provisions for all of the latter’s employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor’s employees.

In cases where any class of employees engaged in hazardous Work under this Contract at the site of the Project is not protected under the Workers’ Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE (for construction projects exceeding $10,000,000, provide the following coverage):
The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.
Each occurrence $5,000,000  
Aggregate $5,000,000

F. **BUILDER’S RISK INSURANCE**

Unless otherwise expressly stated in the Supplementary General Conditions (e.g. where the State elects to provide for projects with a completed value of less than $1,000,000), 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, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance 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 Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later.

This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project as named insureds.

All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00).

Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false Work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

Contractor shall maintain Builders Risk coverage including partial use by Owner.

The Contractor shall waive all rights of subrogation as regards the State of Colorado and the Principal Representative, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

Upon request, the amount of such insurance shall be increased to include the cost of any additional Work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

The Principal Representative, with approval of the State Controller, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured Work.

G. **POLLUTION LIABILITY INSURANCE**

If Contractor is providing directly or indirectly Work with pollution/environmental hazards, the Contractor must provide or cause those conducting the Work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. State of Colorado must be included as additional insureds on the policy. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Subcontractor/Vendor.
H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS

Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Principal Representative and State Building Programs for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;
3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Principal Representative;
4. Receipt, review or acceptance by the Principal Representative of any insurance policies or certificates of insurance required by this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

ARTICLE 26. CONTRACTOR’S PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on State Forms SC-6.22, Performance Bond, and SC-6.221, Labor and Material Payment Bond, or such other forms as State Buildings Program may approve for the Project, executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum. The expense of these bonds shall be borne by the Contractor and the bonds shall be filed with State Buildings Program.

If, at any time, a Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract Documents or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor shall furnish to State Buildings Program within ten (10) days after receipt of Notice from the State or after the Contractor otherwise becomes aware of such conditions.

ARTICLE 27. LABOR AND WAGES

In accordance with laws of Colorado, C.R.S. § 8-17-101(1), as amended, Colorado labor shall be employed to perform at least eighty percent of the Work. If the Federal Davis-Bacon Act shall be applicable to the Project, as indicated in Article 6B (Design/Bid/Build Agreement SC-6.21), Modification of Article 27, the minimum wage rates to be paid on the Project will be specified in the Contract Documents.
ARTICLE 28. ROYALTIES AND PATENTS
The Contractor shall be responsible for assuring that all rights to use of products and systems have been properly arranged and shall take such action as may be necessary to avoid delay, at no additional charge to the Principal Representative, where such right is challenged during the course of the Work. The Contractor shall pay all royalties and license fees required to be paid and shall defend all suits or claims for infringement of any patent rights and shall save the State of Colorado harmless from loss on account thereof, in accordance with Article 52C, Indemnification; provided, however, the Contractor shall not be responsible for such loss or defense for any copyright violations contained in the Contract Documents prepared by the Architect/Engineer or the Principal Representative of which the Contractor is unaware, or for any patent violations based on specified processes that the Contractor is unaware are patented or that the Contractor should not have had reason to believe were patented.

ARTICLE 29. ASSIGNMENT
Except as otherwise provided hereafter the Contractor shall not assign the whole or any part of this Contract without the written consent of the Principal Representative. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by C.R.S. § 4-9-406, et. seq., as amended, provided that written Notice of assignment adequate to identify the rights assigned is received by the Principal Representative and the controller for the agency, department, or institution executing this Contract (as distinguished from the State Controller). Such assignment of the right to payment shall not be deemed valid until receipt by the Principal Representative and such controller and the Contractor assumes the risk that such written Notice of assignment is received by the Principal Representative and the controller for the agency, department, or institution involved. In case the Contractor assigns all or part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract, whether said service or materials were supplied prior to or after the assignment. Nothing in this Article shall be deemed a waiver of any other defenses available to the State against the Contractor or the assignee.

ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE
The Contractor shall promptly remove from the premises all Work or materials condemned or declared irreparably defective as failing to conform to the Contract Documents on receipt of written Notice from the Architect/Engineer or the Principal Representative, whether incorporated in the Work or not. If such materials shall have been incorporated in the Work, or if any unsatisfactory Work is discovered, the Contractor shall promptly replace and re-execute his or her Work in accordance with the requirements of the Contract Documents without expense to the Principal Representative, and shall also bear the expense of making good all Work of other contractors destroyed or damaged by the removal or replacement of such defective material or Work.

Should any defective Work or material be discovered during the process of construction, or should reasonable doubt arise as to whether certain material or Work is in accordance with the Contract Documents, the value of such defective or questionable material or Work shall not be included in any application for payment, or if previously included, shall be deducted by the Architect/Engineer from the next application submitted by the Contractor.

If the Contractor does not perform repair, correction and replacement of defective Work, in lieu of proceeding by issuance of a Notice of intent to remove condemned Work as outlined above, the Principal Representative may, not less than seven (7) days after giving the original written Notice of the need to repair, correct, or replace defective Work, deduct all costs and expenses of replacement or correction as instructed by the Architect/Engineer from the Contractor’s next application for payment in addition to the value of the defective Work or material. The Principal Representative may also make an equitable deduction from the Contract sum by unilateral Change Order, in accordance with Article 33, Payments Withheld and Article 35, Changes In The Work.
If the Contractor does not remove such condemned or irreparably defective Work or material within a reasonable time, the Principal Representative may, after giving a second seven (7) day advance Notice to the Contractor and the Surety, remove them and may store the material at the Contractor’s expense. The Principal Representative may accomplish the removal and replacement with its own forces or with another Contractor. If the Contractor does not pay the expense of such removal and pay all storage charges within ten (10) days thereafter, the Principal Representative may, upon ten (10) days’ written Notice, sell such material at auction or at private sale and account for the net proceeds thereof, after deducting all costs and expenses which should have been borne by the Contractor. If the Contractor shall commence and diligently pursue such removal and replacement before the expiration of the seven-day period, or if the Contractor shall show good cause in conjunction with submittal of a revised CPM schedule showing when the Work will be performed and why such removal of condemned Work should be scheduled for a later date, the Principal Representative shall not proceed to remove or replace the condemned Work.

If the Contractor disagrees with the Notice to remove Work or materials condemned or declared irreparably defective, the Contractor may request facilitated negotiation of the issue and the Principal Representative’s right to proceed with removal and to deduct costs and expenses of repair shall be suspended and tolled until such time as the parties meet and negotiate the issue.

During construction, whenever the Architect/Engineer has advised the Contractor in writing, in the Specifications, by reference to Article 6, Architect/Engineer Decisions And Judgments, of these General Conditions or elsewhere in the Contract Documents of a need to observe materials in place prior to their being permanently covered up, it shall be the Contractor’s responsibility to notify the Architect/Engineer at least forty-eight (48) hours in advance of such covering operation. If the Contractor fails to provide such notification, Contractor shall, at his or her expense, uncover such portions of the Work as required by the Architect/Engineer for observation, and reinstall such covering after observation. When a covering operation is continued from day to day, notification of the commencement of a single continuing covering operation shall suffice for the activity specified so long as it proceeds regularly and without interruption from day to day, in which event the Contractor shall coordinate with the Architect/Engineer regarding the continuing covering operation.

ARTICLE 31. APPLICATIONS FOR PAYMENTS

A. CONTRACTOR’S SUBMITTALS

On or before the first day of each month and no more than five days prior thereto, the Contractor may submit applications for payment for the Work performed during such month covering the portion of the Work completed as of the date indicated, and payments on account of this Contract shall be due per C.R.S. § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of application for payments that have been certified by the Architect/Engineer. The Contractor shall submit the application for payment to the Architect/Engineer on State forms SBP-7.2, Certificate for Contractor’s Payment, or such other format as the State Buildings Program shall approve, in an itemized format in accordance with the schedule of values or a cost loaded CPM schedule when required, supported to the extent reasonably required by the Architect/Engineer or the Principal Representative by receipts or other vouchers, showing payments for materials and labor, prior payments and payments to be made to Subcontractors and such other evidence of the Contractor’s right to payments as the Architect/Engineer or Principal Representative may direct.

If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Principal Representative’s title to such material or otherwise adequately protect the Principal Representative’s interests, and shall provide proof of insurance whenever requested by the Principal Representative or the Architect/Engineer, and shall be subject to the right to inspect the materials at the request of either the Architect/Engineer or the Principal Representative.

All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error.
B. ARCHITECT/ENGINEER CERTIFICATION
In accordance with the Architect/Engineer’s agreement with the Principal Representative, the Architect/Engineer after appropriate observation of the progress of the Work shall certify to the Principal Representative the amount that the Contractor is entitled to, and forward the application to the Principal Representative. If the Architect/Engineer certifies an amount different from the amount requested or otherwise alters the Contractor’s application for payment, a copy shall be forwarded to the Contractor.

If the Architect/Engineer is unable to certify all or portions of the amount requested due to the absence or lack of required supporting evidence, the Architect/Engineer shall advise the Contractor of the deficiency. If the deficiency is not corrected at the end of ten (10) days, the Architect/Engineer may either certify the remaining amounts properly supported to which the Contractor is entitled, or return the application for payment to the Contractor for revision with a written explanation as to why it could not be certified.

C. RETAINAGE WITHHELD
Unless otherwise provided in the Supplementary General Conditions, an amount equivalent to five percent (5%) of the amount shown to be due the Contractor on each application for payment shall be withheld until the Work required by the Contract has been performed. The withheld percentage of the contract price of any such Work, improvement, or construction shall be administered according to C.R.S. § 24-91-103, as amended, and C.R.S. § 38-26-107, as amended, and Article 31D, shall be retained until the Work or discrete portions of the Work, have been completed satisfactorily, finally or partially accepted, and advertised for final settlement as further provided in Article 41.

D. RELEASE OF RETAINAGE
The Contractor may, for satisfactory and substantial reasons shown to the Principal Representative’s satisfaction, make a written request to the Principal Representative and the Architect/Engineer for release of part or all of the withheld percentage applicable to the Work of a Subcontractor which has completed the subcontracted Work in a manner finally acceptable to the Architect/Engineer, the Contractor, and the Principal Representative. Any such request shall be supported by a written approval from the Surety furnishing the Contractor’s bonds and any surety that has provided a bond for the Subcontractor. The release of any such withheld percentage shall be further supported by such other evidence as the Architect/Engineer or the Principal Representative may require, including but not limited to, evidence of prior payments made to the Subcontractor, copies of the Subcontractor’s contract with the Contractor, any applicable warranties, as-built information, maintenance manuals and other customary close-out documentation. Neither the Principal Representative nor the Architect Engineer shall be obligated to review such documentation nor shall they be deemed to assume any obligations to third parties by any review undertaken.

The Contractor's obligation under these General Conditions to guarantee Work for one year from the date of the Notice of Substantial Completion or the date of any Notice of Partial Substantial Completion of the applicable portion or phase of the Project, shall be unaffected by such partial release; unless a Notice of Partial Substantial Completion is issued for the Work subject to the release of retainage.

Any rights of the Principal Representative which might be terminated by or from the date of any final acceptance of the Work, whether at common law or by the terms of this Contract, shall not be affected by such partial release of retainage prior to any final acceptance of the entire Project.

The Contractor remains fully responsible for the Subcontractor’s Work and assumes any risk that might arise by virtue of the partial release to the Subcontractor of the withheld percentage, including the risk that the Subcontractor may not have fully paid for all materials, labor and equipment furnished to the Project.

If the Principal Representative considers the Contractor’s request for such release satisfactory and supported by substantial reasons, the Architect/Engineer shall make a “final inspection” of the applicable portion of the Project to determine whether the Subcontractor ‘s Work has been completed in accordance with the Contract Documents. A final punch list shall be made for the Subcontractor’s Work
and the procedures of Article 41, Completion, Final Inspection, Acceptance and Settlement, shall be followed for that portion of the Work, except that advertisement of the intent to make final payment to the Subcontractor shall be required only if the Principal Representative has reason to believe that a supplier or Subcontractor to the Subcontractor for which the request is made, may not have been fully paid for all labor and materials furnished to the Project.

ARTICLE 32. CERTIFICATES FOR PAYMENTS
State Form SBP-7.2, Certificate For Contractor's Payment, and its continuation detail sheets, when submitted, shall constitute the Certificate of Contractor’s Application for Payment, and shall be a representation by the Contractor to the Principal Representative that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and materials for which payment is requested have been incorporated into the Project except as noted in the application. If requested by the Principal Representative the Certificate of Contractor's Application for Payment shall be sworn under oath and notarized.

ARTICLE 33. PAYMENTS WITHHELD
The Architect/Engineer, the Principal Representative or State Buildings Program may withhold, or on account of subsequently discovered evidence nullify, the whole or any part of any application on account of, but not limited to any of the following:

1. Defective Work not remedied;
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the Contractor to make payments to Subcontractors for material or labor;
4. A reasonable doubt that the Contract can be completed for the balance of the contract price then unpaid;
5. Damage or injury to another contractor or any other person, persons or property except to the extent of coverage by a policy of insurance;
6. Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations or the directions of the Architect/Engineer;
7. Failure to submit a monthly construction schedule;
8. Failure of the Contractor to keep Work progressing in accordance with the time schedule;
9. Failure to keep a superintendent on the Work;
10. Failure to maintain as built drawings of the Work in progress;
11. Unauthorized deviations by the Contractor from the Contract Documents; or
12. On account of liquidated damages.

In addition, the Architect Engineer, Principal Representative or State Buildings Program may withhold or nullify the whole or any part of any application for any reason noted elsewhere in these General Conditions of the Contractor's Design/Bid/Build Agreement. Nullification shall mean reduction of amounts shown as previously paid on the application. The amount withheld or nullified may be in such amount as the Architect/Engineer or the Principal Representative estimates to be required to allow the State to accomplish the Work, cure the failure and cover any damages or injuries, including an allowance for attorneys’ fees and costs where appropriate. When the grounds for such withholding or nullifying are removed, payment shall be made for the amounts thus withheld or nullified on such grounds.

ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK
If the Architect/Engineer and the Principal Representative deem it inexpedient to correct Work damaged or not performed in accordance with the Contract Documents, the Principal Representative may, after consultation with the Architect/Engineer and ten (10) days’ Notice to the Contractor of intent to do so, make reasonable reductions from the amounts otherwise due the Contractor on the next application for payment. Notice shall specify the amount or terms of any contemplated reduction. The Contractor may during this period correct or perform the Work. If the Contractor does not correct or perform the Work, an equitable deduction from the Contract sum shall be made by Change Order, in accordance with Article 35, Changes In The Work, unilaterally if necessary. If either party elects facilitation of this issue after Notice is given, the ten-day (10) notice period shall be extended and tolled until facilitation has occurred.
ARTICLE 35. CHANGES IN THE WORK
The Principal Representative may designate, without invalidating the Agreement, and with the approval of State Buildings Program and the State Controller, may order extra Work or make changes with or without the consent of the Contractor as hereafter provided, by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such changes in the Work shall be within the general scope of and be executed under the conditions of the Contract, except that any claim for extension of time made necessary due to the change or any claim of other delay or other impacts caused by or resulting from the change in the Work shall be presented by the Contractor and adjusted by Change Order to the extent known at the time such change is ordered and before proceeding with the extra or changed Work. Any claims for extension of time or of delay or other impacts, and any costs associated with extension of time, delay or other impacts, which are not presented before proceeding with the change in the Work, and which are not adjusted by Change Order to the extent known, shall be waived.

The Architect/Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the intent of the Contract Documents, but otherwise, except in an emergency endangering life or property, no extra Work or change in the Contract Documents shall be made unless by 1) a written Change Order, approved by the Principal Representative, State Buildings Program, and the State Controller prior to proceeding with the changed Work; or 2) by an Emergency Field Change Order approved by the Principal Representative and State Buildings Program as hereafter provided in Article 35C, Emergency Field Ordered Changed Work; or 3) by an allocation in writing of any allowance already provided in the encumbered contract amount, the Contract sum being later adjusted to decrease the Contract sum by any unallocated or unexpended amounts remaining in such allowance. No change to the Contract sum shall be valid unless so ordered.

A. THE VALUE OF CHANGED WORK
1. The value of any extra Work or changes in the Work shall be determined by agreement in one or more of the following ways:

   F. a. By estimate and acceptance of a lump-sum amount;
   G. b. By unit prices specified in the Agreement, or subsequently agreed upon, that are extended by specific quantities;
   H. c. By actual cost plus a fixed fee in a lump sum amount for profit, overhead and all indirect and off-site home office costs, the latter amount agreed upon in writing prior to starting the extra or changed Work.

2. Where the Contractor and the Principal Representative cannot agree on the value of extra Work, the Principal Representative may order the Contractor to perform the changes in the Work and a Change Order may be unilaterally issued based on an estimate of the change in the Work prepared by the Architect/Engineer. The value of the change in the Work shall be the Principal Representative’s determination of the amount of equitable adjustment attributable to the extra Work or change. The Principal Representative’s determination shall be subject to appeal by the Contractor pursuant to the claims process in Article 36, Claims.

3. Except as otherwise provided in Article 35B, Detailed Breakdown, the Cost Principles of the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall govern all Contract changes.

B. DETAILED BREAKDOWN
In all cases where the value of the extra or changed Work is not known based on unit prices in the Contractor’s bid or the Agreement, a detailed change proposal shall be submitted by the Contractor on a Change Order Proposal (SC-6.312), or in such other format as the State Buildings Program approves, with which the Principal Representative may require an itemized list of materials, equipment and labor, indicating quantities, time and cost for completion of the changed Work.
Such detailed change proposals shall be stated in lump sum amounts and shall be supported by a separate breakdown, which shall include estimates of all or part of the following when requested by the Architect/Engineer or the Principal Representative:

1. Materials, indicating quantities and unit prices including taxes and delivery costs if any (separated where appropriate into general, mechanical and electrical and/or other Subcontractors’ Work; and the Principal Representative may require in its discretion any significant subcontract costs to be similarly and separately broken down).

2. Labor costs, indicating hourly rates and time and labor burden to include Social Security and other payroll taxes such as unemployment, benefits and other customary burdens.

3. Costs of project management time and superintendence time of personnel stationed at the site, and other field supervision time, but only where a time extension, other than a weather delay, is approved as part of the Change Order, and only where such project management time and superintendence time is directly attributable to and required by the change; provided however that additional cost of on-site superintendence shall be allowable whenever in the opinion of the Architect/Engineer the impact of multiple change requests to be concurrently performed will result in inadequate levels of supervision to assure a proper result unless additional superintendence is provided.

4. Construction equipment (including small tools). Expenses for equipment and fuel shall be based on customary commercially reasonable rental rates and schedules. Equipment and hand tool costs shall not include the cost of items customarily owned by workers.

5. Workers’ compensation costs, if not included in labor burden.

6. The cost of commercial general liability and property damage insurance premiums but only to the extent charged the Contractor as a result of the changed Work.

7. Overhead and profit, as hereafter specified.

8. Builder's risk insurance premium costs.

9. Bond premium costs.

10. Testing costs not otherwise excluded by these General Conditions.

11. Subcontract costs.

Unless modified in the Supplementary General Conditions, overhead and profit shall not exceed the percentages set forth in the table below.

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<th>OVERHEAD</th>
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<td>To the Contractor or to Subcontractors</td>
<td>10%</td>
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<td>for the portion of Work performed with their own forces:</td>
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<td>To the Contractor or to Subcontractors</td>
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<td>for Work performed by others at a tier immediately below either of them:</td>
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Overhead shall include: a) insurance premium for policies not purchased for the Project and itemized above, b) home office costs for office management, administrative and supervisory personnel and assistants, c) estimating and change order preparation costs, d) incidental job burdens, e) legal costs, f) data processing costs, g) interest costs on capital, h) general office expenses except those attributable to increased rental expenses for temporary facilities, and all other indirect costs, but shall not include the Social Security tax and other direct labor burdens. The term “Work” as used in the proceeding table shall include labor, materials and equipment and the "Commission" shall include all costs and profit for carrying the subcontracted Work at the tiers below except direct costs as listed in items 1 through 11 above if any.

On proposals for Work involving both additions and credits in the amount of the Contract sum, the overhead and profit will be allowed on the net increase only. On proposals resulting in a net deduct to the amount of the Contract sum, profit on the deducted amount shall be returned to the Principal.
Representative at fifty percent (50%) of the rate specified. The inadequacy of the profit specified shall not be a basis for refusal to submit a proposal.

Except in the case of Change Orders or Emergency Field Change Orders agreed to on the basis of a lump sum amount or unit prices as described in paragraphs 35A1 and 35A2 above, The Value of Changed Work, the Contractor shall keep and present a correct and fully auditable account of the several items of cost, together with vouchers, receipts, time cards and other proof of costs incurred, summarized on a Change Order form (SC-6.31) using such format for supporting documentation as the Principal Representative and State Buildings Program approve. This requirement applies equally to Work done by Subcontractors. Only auditable costs shall be reimbursable on Change Orders where the value is determined on the basis of actual cost plus a fixed fee pursuant to paragraph 35A3 above, or where unilaterally determined by the Principal Representative on the basis of an equitable adjustment in accordance with the Procurement Rules, as described above in Article 35A, The Value Of Changed Work.

Except for proposals for Work involving both additions and credits, changed Work shall be adjusted and considered separately for Work either added or omitted. The amount of adjustment for Work omitted shall be estimated at the time it is directed to be omitted, and when reasonable to do so, the agreed adjustment shall be reflected on the schedule of values used for the next Contractor’s application for payment.

The Principal Representative reserves the right to contract with any person or firm other than the Contractor for any or all extra Work; however, unless specifically required in the Contract Documents, the Contractor shall have no responsibility without additional compensation to supervise or coordinate the Work of persons or firms separately contracted by the Principal Representative.

C. HAZARDOUS MATERIALS

1. The Principal Representative represents that it has undertaken an examination of the site of the Work and has determined that there are no hazardous substances, as defined below, which the Contractor could reasonably encounter in its performance of the Work. In the event the Principal Representative so discovers hazardous substances, the Principal Representative shall render harmless such hazards before the Contractor commences the Work.

J. 2. In the event the Contractor encounters any materials reasonably believed to be hazardous substances which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Principal Representative, in writing. For purposes of this Agreement, “hazardous substances” shall include asbestos, lead, polychlorinated biphenyl (PCB) and any or all of those substances defined as “hazardous substance”, “hazardous waste”, or “dangerous or extremely hazardous wastes” as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), and shall also include materials regulated by the Toxic Substances Control Act (TSCA), the Clean Air Act, the Air Quality Act, the Clean Water Act, and the Occupational Safety and Health Act. The Work in the affected area shall not therefore be resumed except by written agreement of the Principal Representative and the Contractor, if in fact materials that are hazardous substances have not been rendered harmless. The Work in the affected area shall be resumed only in the absence of the hazardous substances or when it has been rendered harmless or by written agreement of the Principal Representative and the Contractor.

K. 3. The contractor shall not be required to perform Work without consent in any areas where it reasonably believes hazardous substances that have not been rendered harmless are present.
D. EMERGENCY FIELD CHANGE ORDERED WORK

The Principal Representative, without invalidating the Agreement, and with the approval of State Buildings Program and without the approval of the State Controller, may order extra Work or make changes in the case of an emergency that is a threat to life or property or where the likelihood of delays in processing a normal Change Order will result in substantial delays and or significant cost increases for the Project. Emergency Field Orders are not to be used solely to expedite normal Change Order processing absent a clear showing of a high potential for significant and substantial cost or delay. Such changes in the Work may be directed through issuance of an Emergency Field Change Order signed by the Contractor, the Principal Representative (or by a designee specifically appointed to do so in writing), and approved by the Director of State Buildings Program or his or her delegate. The change shall be directed using an Emergency Field Change Order form (SC-6.31E).

If the amount of the adjustment of the Contract price and time for completion can be determined at the time of issuance of the Emergency Field Change Order, those adjustments shall be reflected on the face of the Emergency Field Change Order. Otherwise, the Emergency Field Change Order shall reflect a not to exceed (NTE) amount for any schedule adjustment (increasing or decreasing the time for completion) and an NTE amount for any adjustment to Contract sum, which NTE amount shall represent the maximum amount of adjustment to which the Contractor will be entitled, including direct and indirect costs of changed Work, as well as any direct or indirect costs attributable to delays, inefficiencies or other impacts arising out of the change. Emergency Field Change Orders directed in accordance with this provision need not bear the approval signatures of the State Controller.

On Emergency Field Change Orders where the price and schedule have not been finally determined, the Contractor shall submit final costs for adjustment as soon as practicable. No later than seven (7) days after issuance, except as otherwise permitted, and every seven days thereafter, the Contractor shall report all costs to the Principal Representative and the Architect/Engineer. The final adjustment of the Emergency Field Change Order amount and the adjustment to the Project time for completion shall be prepared on a normal Change Order from (SC-6.31) in accordance with the procedures described in Article 35A, The Value of Changed Work, and B, Detailed Breakdown, above. Unless otherwise provided in writing signed by the Director of State Buildings Program to the Principal Representative and the Contractor, describing the extent and limits of any greater authority, individual Emergency Field Change Orders shall not be issued for more than $25,000, nor shall the cumulative value of Emergency Field Change Orders exceed an amount of $100,000.

E. APPROPRIATION LIMITATIONS - C.R.S. § 24-91-103.6, as amended

The amount of money appropriated, as shown on the Contractor’s Design/Bid/Build Agreement (SC 6.21), is equal to or in excess of the Contract amount. No Change Order, Emergency Field Change Order, or other type of order or directive shall be issued by the Principal Representative, or any agent acting on his or her behalf, which directs additional compensable Work to be performed, which Work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, as shown on the Agreement (SC-6.21), unless one of the following occurs: (1) the Contractor is provided written assurance from the Principal Representative that sufficient additional lawful appropriations exist to cover the cost of the additional Work; or (2) the Work is covered by a contractor remedy provision under the Contract, such as a claim for extra cost. By way of example only, no assurance is required for any order, directive or instruction by the Architect/Engineer or the Principal Representative to perform Work which is determined to be within the performance required by the Contract Documents; the Contractor’s remedy shall be as described elsewhere in these General Conditions.

Written assurance shall be in the form of an Amendment to the Contract reciting the source and amount of such appropriation available for the Project. No remedy granting provision of this Contract shall obligate the Principal Representative to seek appropriations to cover costs in excess of the amounts recited as available to pay for the Work to be performed.
ARTICLE 36. CLAIMS
It is the intent of these General Conditions to provide procedures for speedy and timely resolution of disagreements and disputes at the lowest level possible. In the spirit of on the job resolution of job site issues, the parties are encouraged to use the partnering processes of Article 2D, Partnering, Communications and Cooperation, before turning to the more formal claims processes described in this Article 36, Claims. The use of non-binding dispute resolution, whether through the formal processes described in Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, or through less formal alternative processes developed as part of a partnering plan, are also encouraged. Where such process cannot resolve the issues in dispute, the claims process that follows is intended to cause the issues to be presented, decided and where necessary, documented in close proximity to the events from which the issues arise. To that end, and in summary of the remedy granting process that follows commencing with the next paragraph of this Article 36, Claims, the Contractor shall 1) first, seek a decision by the Architect/Engineer, and 2) shall second, informally present the claim to Principal Representative as described hereafter, and 3) failing resolution in the field, give Notice of intent to exercise statutory rights of review of a formal contract controversy, and 4) seek resolution outside the Contract as provided by the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

If the Contractor claims that any instructions, by detailed drawings, or otherwise, or any other act or omission of the Architect/Engineer or Principal Representative affecting the scope of the Contractor’s Work, involve extra cost, extra time or changes in the scope of the Work under this Contract, the Contractor shall have the right to assert a claim for such costs or time, provided that before either proceeding to execute such Work (except in an emergency endangering life or property), or filing a Notice of claim, the Contractor shall have obtained or requested a written decision of the Architect/Engineer following the procedures as provided in Article 6A and B, Architect/Engineer Decisions and Judgments, respectively; provided, however, that in the case of a directed change in the Work pursuant to Article 35, no written judgment or decision of the Architect/Engineer is required. If the Contractor is delayed by the lack of a response to a request for a decision by the Architect/Engineer, the Contractor shall give Notice in accordance with Article 38, Delays and Extensions of Time.

Unless it is the Architect/Engineer’s judgment and determination that the Work is not included in the performance required by the Contract Documents, the Contractor shall proceed with the Work as originally directed. Where the Contractor’s claim involves a dispute concerning the value of Work unilaterally directed pursuant to Article 35A2 the Contractor shall also proceed with the Work as originally directed while his or her claim is being considered.

The Contractor shall give the Principal Representative and the Architect/Engineer Notice of any claim promptly after the receipt of the Architect/Engineer’s decision, but in no case later than three (3) business days after receipt of the Architect/Engineer’s decision (or no later than ten (10) days from the date of the Contractor’s request for a decision when the Architect/Engineer fails to decide as provided in Article 6). The Notice of claim shall state the grounds for the claim and the amount of the claim to the extent known in accordance with the procedures of Article 35, Changes In The Work. The period in which Notice must be given may be extended by the Principal Representative if requested in writing by the Contractor with good cause shown, but any such extension to be effective shall be in writing.

The Principal Representative shall respond in writing, with a copy to the Architect/Engineer, within a reasonable time, and except where a request for facilitation of negotiation has been made as hereafter provided, in no case later than seven (7) business days (or at such other time as the Contractor and Principal Representative agree) after receipt of the Contractor’s Notice of claim regarding such instructions or alleged act or omission. If no response to the Contractor’s claim is received within seven (7) business days of Contractor’s Notice (or at such other time as the Contractor and Principal Representative agree) and the instructions have not been retracted, it shall be deemed that the Principal Representative has denied the claim.

The Principal Representative may grant or deny the claim in whole or in part, and a Change Order shall be issued if the claim is granted. To the extent any portion of claim is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. Except in the case of a deemed denial, the Principal
Representative shall provide a written explanation regarding any portion of the Contractor's claim that is denied.

If the Contractor disagrees with the Principal Representative’s judgment and determination on the claim and seeks an equitable adjustment of the Contract sum or time for performance, he or she shall give Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy within ten (10) days of receipt of the Principal Representative’s decision denying the claim. A “contract controversy,” as such term is used in the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall not arise until the initial claim process described above in this Article 36 has been properly exhausted by the Contractor. The Contractor’s failure to proceed with Work directed by the Architect/Engineer or to exhaust the claim process provided above in this Article 36, shall constitute an abandonment of the claim by the Contractor and a waiver of the right to contest the decision in any forum.

At the time of filing the Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy, the Contractor may request that the Principal Representative defer a decision on the contract controversy until a later date or until the end of the Project. If the Principal Representative agrees, he or she shall so advise the Contractor in writing. If no such request is made, or if the Principal Representative does not agree to such a request, the Principal Representative shall render a written decision within twenty (20) business days and advise the Contractor of the reasons for any denial. Unless the claim has been decided by the Principal Representative (as opposed to delegates of the Principal Representative), the person who renders the decision on this statutory contract controversy shall not be the same person who decided the claim. To the extent any portion of the contract controversy is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. In the event of a denial the Principal Representative shall give Notice to the Contractor of his or her right to administrative and judicial reviews as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education. If no decision regarding the contract controversy is issued within twenty (20) business days of the Contractor's giving Notice (or such other date as the Contractor and Principal Representative have agreed), and the instructions have not been retracted or the alleged act or omission have not been corrected, it shall be deemed that the Principal Representative has ruled by denial on the contract controversy. Except in the case of a deemed denial, the Principal Representative shall provide an explanation regarding any portion of the contract controversy that involves denial of the Contractor's claim.

Either the Contractor or the Principal Representative may request facilitation of negotiations concerning the claim or the contract controversy, and if requested, the parties shall consult and negotiate before the Principal Representative decides the issue. Any request for facilitation by the Contractor shall be made at the time of the giving of Notice of the claim or Notice of the contract controversy. Facilitation shall extend the time for the Principal Representative to respond by commencing the applicable period at the completion of the facilitated negotiation, which shall be the last day of the parties’ meeting, unless otherwise agreed in writing.

Disagreement with the decision of the Architect Engineer, or the decision of the Principal Representative to deny any claim or denying the contract controversy, shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance. During the period that any claim or contract controversy decision is pending under this Article 36, Claims, the Contractor shall proceed diligently with the Work directed.

In all cases where the Contractor proceeds with the Work and seeks equitable adjustment by filing a claim and or statutory appeal, the Contractor shall keep a correct account of the extra cost, in accordance with Article 35B, Detailed Breakdown supported by receipts. The Principal Representative shall be entitled to reject any claim or contract controversy whenever the foregoing procedures are not followed and such accounts and receipts are not presented.

The payments to the Contractor in respect of such extra costs shall be limited to reimbursement for the current additional expenditure by the Contractor made necessary by the change in the Work, plus a reasonable amount for overhead and profit, determined in accordance with Article 35B, Detailed Breakdown, determined solely with reference to the additional Work, if any, required by the change.
ARTICLE 37. DIFFERING SITE CONDITIONS

A. NOTICE IN WRITING

The Contractor shall promptly, and where possible before conditions are disturbed, give the Architect/Engineer and the Principal Representative Notice in writing of:

1. subsurface or latent physical conditions at the site differing materially from those indicated in or reasonably assumed from the information provided in the Contract Documents; and,
2. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Architect/Engineer shall promptly investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor’s costs of performance of any part of the Work required by the Contract Documents, whether or not such Work is changed as a result of such conditions, an equitable adjustment shall be made and the Contract sum shall be modified in accordance with Article 35, Changes In The Work.

If the time required for completion of the Work affected by such materially differing conditions will extend the Work on the critical path as indicated on the CPM schedule, the time for completion shall also be equitably adjusted.

B. LIMITATIONS

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the Notice required in Article 37A, Notice In Writing, above. The time prescribed for presentation and adjustment in Articles 36, Claims and 38, Delays And Extensions Of Time, shall be reasonably extended by the State to the extent required by the nature of the differing conditions; provided, however, that even when so extended no claim by the Contractor for an equitable adjustment hereunder shall be allowed if not quantified and presented prior to the date the Contractor requests a final inspection pursuant to Article 41A, Notice Of Completion.

ARTICLE 38. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the State of Colorado or the Architect/Engineer, or of any employee or agent of either, or by any separately employed Contractor or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Contractor's control, including weather delays as defined below, the time of Completion of the Work shall be extended for a period equal to such portion of the period of delays directly affecting the completion of the Work as the Contractor shall be able to show he or she could not have avoided by the exercise of due diligence.

The Contractor shall provide Notice in writing to the Architect/Engineer, the Principal Representative and State Buildings Program within three (3) business days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) business days after the period of such delay has ceased, otherwise, any claim for an extension of time is waived.

Provided that the Contractor has submitted reasonable schedules for approval when required by Article 12, Requests for Information and Schedules, if no schedule is agreed to fixing the dates on which the responses to requests for information or detail drawings will be needed, or Shop Drawings, Product Data or Samples are to be reviewed as required or allowed by Article 12B, Schedules, no extension of time will be allowed for the Architect/Engineer’s failure to furnish such detail drawings as needed, or for the failure to initially review Shop Drawings, Product Data or Samples, except in respect of that part of any delay in furnishing detail drawings or instructions extending beyond a reasonable period after written demand for such detailed drawings or instructions is received by the Architect/Engineer. In any event, any claim for an extension of time for such cause will be recognized only to the extent of delay directly caused by failure to furnish detail drawings or instructions or to review Shop Drawings, Product Data or Samples pursuant to schedule, after such demand.
All claims for extension of time due to a delay claimed to arise or result from ordered changes in the scope of the Work, or due to instructions claimed to increase the scope of the Work, shall be presented to the Architect/Engineer, the Principal Representative and State Buildings Program as part of a claim for extra cost, if any, in accordance with Article 36, Claims, and in accordance with the Change Order procedures required by Article 35, Changes In The Work.

Except as otherwise provided in this paragraph, no extension of time shall be granted when the Contractor has failed to utilize a CPM schedule or otherwise identify the Project's critical path as specified in Article 12, Requests for Information and Schedules, or has elected not to do so when allowed by the Supplementary General Conditions or the Specifications to use less sophisticated scheduling tools, or has failed to maintain such a schedule. Delay directly affecting the completion of the Work shall result in an extension of time only to the extent that completion of the Work was affected by impacts to the critical path shown on Contractor's CPM schedule. Where the circumstances make it indisputable in the opinion of the Architect/Engineer that the delay affected the completion of the Work so directly that the additional notice of the schedule impact by reference to a CPM schedule was unnecessary, a reasonable extension of time may be granted.

Extension of the time for completion of the Work will be granted for delays due to weather conditions only when the Contractor demonstrates that such conditions were more severe and extended than those reflected by the ten-year average for the month, as evidenced by the Climatological Data, U. S. Department of Commerce, for the Project area.

Extensions of the time for completion of the Work due to weather will be granted on the basis of one and three tenths (1.3) calendar days for every day that the Contractor would have Worked but was unable to Work, with each separate extension figured to the nearest whole calendar day.

For weather delays and delays caused by events, acts or omissions not within the control of the Principal Representative or any person acting on the Principal Representative's behalf, the Contractor shall be entitled to an extension of time only and shall not be entitled to recovery of additional cost due to or resulting from such delays. This Article does not, however, preclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS**

The Contractor and Principal Representative agree to designate one or more mutually acceptable persons willing and able to facilitate negotiations and communications for the resolution of conflicts, disagreements or disputes between them at the specific request of either party with regard to any Project decision of either of them or any decision of the Architect/Engineer. The designation of such person(s) shall not carry any obligation to use their services except that each party agrees that if the other party requests the intervention of such person(s) with respect to any such conflict, dispute or disagreement, the non-requesting party shall participate in good faith attempts to negotiate a resolution of the issue in dispute. If the parties cannot agree on a mutually acceptable person to serve in this capacity one shall be so appointed; provided, however, that either party may request the director of State Buildings Program to appoint such a person, who, if appointed, shall be accepted for this purpose by both the Contractor and the Principal Representative.

The cost, if any, of the facilitative services of the person(s) so designated shall be shared if the parties so agree in any partnering plan; or in the absence of agreement the cost shall be borne by the party requesting the facilitation of negotiation.

Any dispute, claim, question or disagreement arising from or relating to the Contract or an alleged breach of the Contract may be subject to a request by either party for facilitated negotiation subject to the limitations hereafter listed, and the parties shall participate by consultation and negotiation with each other, as guided by the facilitator and with recognition of their mutual interests, in an attempt to reach an equitable solution satisfactory to both parties.

The obligation to participate in facilitated negotiations shall be as described above and elsewhere in these General Conditions, as by way of example in Article 36, Claims, or Article 34, Deductions for Uncorrected
Work and to the extent not more particularly described or limited elsewhere, each party’s obligations shall be as follows:

1. a party shall not initiate communication with the facilitator regarding the issues in dispute; except that any request for facilitation shall be made in writing with copies sent, faxed or delivered to the other party;
2. a party shall prepare a brief written description of its position if so requested by the facilitator (who may elect to first discuss the parties’ positions with each party separately in the interest of time and expense);
3. a party shall respond to any reasonable request for copies of documents requested by the facilitator, but such requests, if voluminous, may consist of an offer to allow the facilitator access to the parties’ documents;
4. a party shall review any meeting agenda proposed by a facilitator and endeavor to be informed on the subjects to be discussed;
5. a party shall meet with the other party and the facilitator at a mutually acceptable place and time, or, if none can be agreed to, at the time and place designated by the facilitator for a period not to exceed four hours unless the parties agree to a longer period;
6. a party shall endeavor to assure that any facilitation meeting shall be attended by any other persons in their employ that the facilitator requests be present, if reasonably available, including the Architect/Engineer;
7. each party shall participate in such facilitated face-to-face negotiations of the issues in dispute through persons fully authorized to resolve the issue in dispute;
8. each party shall be obligated to participate in negotiations requested by the other party and to perform the specific obligations described in paragraphs (1) through (10) this Article 39, Facilitated Negotiation, no more than three times during the course of the Project;
9. neither party shall be under any obligation to resolve any issue by facilitated negotiation, but each agrees to participate in good faith and the Principal Representative shall direct the Architect/Engineer to appropriately document any resolution or agreement reached and to execute any Amendment or Change Order to the Contract necessary to implement their agreement; and,
10. any discussions and documents prepared exclusively for use in the negotiations shall be deemed to be matters pertaining to settlement negotiations and shall not be subsequently available in further proceedings except to the extent of any documented agreement.

In accordance with State Fiscal Rules and Article 52F, Choice of Law; No Arbitration, nothing in this Article 39 shall be deemed to call for arbitration or otherwise obligate the State to participate in any form of binding alternative dispute resolution.

A partnering plan developed as described in Article 2D, Communications and Cooperation, may modify or expand the requirements of this Article but may not reduce the obligation to participate in facilitated negotiations when applicable. In the case of small projects estimated to be valued under $500,000, the requirements of this Article may be deleted from this Contract, by modification in Article 7 (Contractor’s Agreement SC-6.21), Optional Provisions And Elections. When so modified, the references to the parties’ right to elect facilitated negotiation elsewhere in these General Conditions shall be deleted.

ARTICLE 40. RIGHT OF OCCUPANCY
The Principal Representative shall have the right to take possession of and to use any completed or partially completed portions of the Work, even if the time for completing the entire Work or portions of the Work has not expired and even if the Work has not been finally accepted, and the Contractor shall fully cooperate with the Principal Representative to allow such possession and use. Such possession and use shall not constitute an acceptance of such portions of the Work.

Prior to any occupancy of the Project, an inspection shall be made by the Principal Representative, State Buildings Program and the Contractor. Such inspection shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion
has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Contractor shall assist the Principal Representative in completing and executing State Form SBP-01, Approval of Occupancy/Use, prior to the Principal Representative’s possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.

**ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT**

**A. NOTICE OF COMPLETION**

When the Work, or a discrete physical portion of the Work (as hereafter described) which the Principal Representative has agreed to accept separately, is substantially complete and ready for final inspection, the Contractor shall file a written Notice with the Architect/Engineer that the Work, or such discrete physical portion, in the opinion of the Contractor, is substantially complete under the terms of the Contract. The Contractor shall prepare and submit with such Notice a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the Architect/Engineer or the Principal Representative shall determine after inspection. If the Architect/Engineer or the Principal Representative believe that any of the items on the list of items submitted, or any other item of Work to be corrected or completed, or the cumulative number of items of Work to be corrected or completed, will prevent a determination that the Work is substantially complete, those items shall be completed by the Contractor and the Notice shall then be resubmitted.

**B. FINAL INSPECTION**

Within ten (10) days after the Contractor files written Notice that the Work is substantially complete, the Architect/Engineer, the Principal Representative, and the Contractor shall make a “final inspection” of the Project to determine whether the Work is substantially complete and has been completed in accordance with the Contract Documents. State Buildings Program shall be notified of the inspection not less than three (3) business days in advance of the inspection. The Contractor shall provide the Principal Representative and the Architect/Engineer an updated punch list in sufficient detail to fully outline the following:

1. Work to be completed, if any; and
2. Work not in compliance with the Drawings or Specifications, if any.

A final punch list shall be made by the Architect/Engineer in sufficient detail to fully outline to the Contractor:

1. Work to be completed, if any;
2. Work not in compliance with the Drawings or Specifications, if any; and
3. unsatisfactory Work for any reason, if any.

The required number of copies of the final punch list will be countersigned by the authorized representative of the Principal Representative and will then be transmitted by the Architect/Engineer to the Contractor, the Principal Representative, and State Buildings Program. The Architect/Engineer's final punch list shall control over the Contractor's preliminary punch list.

**C. NOTICE OF SUBSTANTIAL COMPLETION**

Notice of Substantial Completion shall establish the date of substantial completion of the Project. The Contractor acknowledges and agrees that because the departments, agencies and institutions of the State of Colorado are generally involved with the business of the public at large, greater care must be taken in establishing the date of substantial completion than might otherwise be the case to ensure that a project or building or discrete physical portion of the Work is fully usable and safe for public use, and that such care necessarily raises the standard by which the concept of substantial completion is applied for a public building.

The Notice of Substantial Completion shall not be issued until the following have been fully established:
1. All required building code inspections have been called for and the appropriate code officials have affixed their signatures to the Building Inspection Record indicating successful completion of all required code inspections;

2. All required corrections noted on the Building Inspection Record shall have been completed unless the Architect/Engineer, the Principal Representative and State Buildings Program, in their complete and absolute discretion, all concur that the condition requiring the remaining correction is not in any way life threatening, does not otherwise endanger persons or property, and does not result in any undue inconvenience or hardship to the Principal Representative or the public;

3. The building, structure or Project can be fully and comfortably used by the Principal Representative and the public without undue interference by the Contractor’s employees and Workers during the completion of the final punch list taking into consideration the nature of the public uses intended and taking into consideration any stage or level of completion of HVAC system commissioning or other system testing required by the Specifications to be completed prior to issuance of the Notice of Substantial Completion;

4. The Project has been fully cleaned as required by these General Conditions, and as required by any stricter requirements of the Specifications, and the overall state of completion is appropriate for presentation to the public; and

5. The Contractor has provided a schedule for the completion of each and every item identified on the punch list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item will be commenced and finished; such schedule will show completion of all remaining final punch list items within the period indicated in the Contract for final punch list completion prior to Final Acceptance, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 7.4 of the Contractor’s Design/Bid/Build Agreement SC-6.21), the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor’s proposed punch-list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

Substantial completion of the entire Project shall not be conclusively established by a decision by the Principal Representative to take possession and use of a portion, or all of the Project, where portions of the Project cannot meet all the criteria noted above. Notice of Substantial Completion for the entire Project shall, however, only be withheld for substantial reasons when the Principal Representative has taken possession and uses all of the Project in accordance with the terms of Article 40, Right Of Occupancy. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Substantial Completion.

The Contractor shall have the right to request a final inspection of any discrete physical portion of the Project when in the opinion of the Principal Representative, The Architect/Engineer and State Buildings Program a final punch list can be reasonably prepared, without confusion as to which portions of the Project are referred to in any subsequent Notice of Partial Final Settlement which might be issued after such portion is finally accepted. Discrete physical portions of the Project may be, but shall not necessarily be limited to, such portions of the Project as separate buildings where a Project consists of multiple buildings. Similarly, an addition to an existing building where the Project also calls for renovation or remodeling of the existing building may constitute a discrete physical portion of the Project. In such circumstances, when in the opinion of the Principal Representative, the Architect/Engineer and State Buildings Program, the requirements for issuance of a Notice of Substantial Completion can be satisfied with respect to the discrete portion of the Project, a partial Notice of Substantial Completion may be issued for such discrete physical portion of the Project.

D. NOTICE OF ACCEPTANCE

The Notice of Acceptance shall establish the completion date of the Project. It shall not be authorized until the Contractor shall have performed all of the Work to allow completion and approval of the Pre-Acceptance Checklist (SBP-05).
Where partial Notices of Substantial Completion have been issued, partial Notices of Final Acceptance may be similarly issued when appropriate for that portion of the Work. Partial Notice of Final Acceptance may also be issued to exclude the Work described in Change Orders executed during late stages of the Project where a later completion date for the Change Ordered Work is expressly provided for in the Contract as amended by the Change Order, provided the Work can be adequately described to allow partial advertisement of any Notice of Partial Final Settlement to be issued without confusion as to the Work included for which final payment will be made.

E. SETTLEMENT

Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Principal Representative shall not authorize final payment until all items on the Pre-Acceptance check list (SBP-05) have been completed, the Notice of Acceptance issued, and the Notice of Contractors Settlement published. If the Work shall be substantially completed, but Final Acceptance and completion thereof shall be prevented through delay in correction of minor defects, or unavailability of materials or other causes beyond the control of the Contractor, the Principal Representative in his or her discretion may release all amounts due to the Contractor except such amounts as may be in excess of three times the cost of completing the unfinished Work or the cost of correcting the defective Work, as estimated by the Architect/Engineer and approved by State Buildings Program. Before the Principal Representative may issue the Notice of Contractor’s Settlement and advertise the Project for final payment, the Contractor shall have corrected all items on the punch list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have:

1. Delivered to the Principal Representative:
   a. All guarantees and warranties;
   b. All statements to support local sales tax refunds, if any;
   c. Required operating maintenance instructions as per the Principal Representative; and,
   d. One (1) set of hard copy as-built Contract Documents, and one (1) electronic copy showing all job changes.

2. Demonstrated to the operating personnel of the Principal Representative the proper operation and maintenance of all equipment.

3. Delivered to the State of Colorado Department of Personnel & Administration in accordance with the Colorado Procurement Code or the applicable procurement code for institutions of higher education:
   a. A written disclosure of the five most costly goods incorporated into the project, including iron, steel, or related manufactured goods and the total cost and country of origin of those five goods and whether the project was subject to any existing domestic content preferences.

Upon completion of the foregoing the Project shall be advertised in accordance with the Notice of Contractor’s Settlement by two publications of Notice, the last publication appearing at least ten (10) days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Project or the Contractor from Subcontractors, suppliers or materialmen based on good faith disputes; the resolution of the question of payment in such cases being directed by statute.

Except as hereafter provided, on the date of final settlement thus advertised, provided the Contractor has submitted a written Notice to the Architect/Engineer that no claims have been filed, and further provided the Principal Representative shall have received no claims, final payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due the Contractor, the Principal Representative and the State Controller shall withhold from the Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment
or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to compete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Contractor’s Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a Notice of such action at law shall have been filed with the Principal Representative and the State Controller. At the expiration of the ninety (90) day period, the Principal Representative shall authorize the State Controller to release to the Contractor all other money not the subject of such action at law or withheld based on the cost to compete unfinished Work or the cost to repair defective Work.

Notices of Partial Final Settlement may be similarly advertised, provided all conditions precedent have been satisfied as though that portion of the Work affected stood alone, a Notice of Partial Acceptance has been issued, and the consent of surety to the partial final settlement has been obtained in writing. Thereafter, partial final payments may be made to the Contractor subject to the same conditions regarding unpaid claims.

**ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE**
The Contractor warrants that the materials used and the equipment furnished shall be new and of good quality unless specified to the contrary. The Contractor further warrants that the Work shall, in all respects, be free from material defects not permitted by the Specifications and shall be in accordance with the requirements of the Contract Documents. Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects or faulty materials or Workmanship. The Contractor shall be responsible to the Principal Representative for such warranties for the longest period permitted by any applicable statute of limitations.

In addition to these general warranties, and without limitation of these general warranties, for a period of one year after the date of any Notice of Substantial Completion, or any Notice of Partial Substantial Completion if applicable, the Contractor shall remedy defects, and faulty Workmanship or materials, and Work not in accordance with the Contract Documents which was not accepted at the time of the Notice of Final Acceptance, all in accordance with the provisions of Article 44, One-Year Guarantee And Special Guarantees And Warranties.

**ARTICLE 43. LIENS**
Colorado statutes do not provide for any right of lien against public buildings. In lieu thereof, C.R.S. § 38-26-107, provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public Work in that final payment may not be made to a Contractor until all such creditors have been put on Notice by publication in the public press of such pending payment and given opportunity for a period of up to ninety (90) days to stop payment to the Contractor in the amount of such claims.

**ARTICLE 44. ONE-YEAR GUARANTEE AND SPECIAL GUARANTEES AND WARRANTIES**

A. **ONE-YEAR GUARANTEE OF THE WORK**
The Contractor shall guarantee to remedy defects and repair or replace the Work for a period of one year from the date of the Notice of Substantial Completion or from the dates of any partial Notices of Substantial Completion issued for discrete physical portions of the Work. The Contractor shall remedy any defects due to faulty materials or Workmanship and shall pay for, repair and replace any damage to other Work resulting there from, which shall appear within a period of one year from the date of such Notice(s) of Substantial Completion. The Contractor shall also remedy any deviation from the requirements of the Contract Documents which shall later be discovered within a period of one year from the date of the Notice of Substantial Completion; provided, however, that the Contractor shall not be required to remedy deviations from the requirements of the Contract Documents where such deviations were obvious, apparent and accepted by the Architect/Engineer or the Principal Representative at the time of the Notice of Final Acceptance. The Principal Representative shall give
Notice of observed defects or other Work requiring correction with reasonable promptness. Such Notice shall be in writing to the Architect/Engineer and the Contractor.

The one year guarantee of the Contractor’s Work may run separately for discrete physical portions of the Work for which partial Notices of Substantial Completion have been issued, however, it shall run from the last Notice of Substantial Completion with respect to all or any systems common to the Work to which more than one Notice of Substantial Completion may apply.

This one-year guarantee shall not be construed to limit the Contractor’s general warranty described in Article 42, General Warranty and Correction of Work After Acceptance, that all materials and equipment are new and of good quality, unless specified to the contrary, and that the Work shall in all respects be free from material defects not permitted by the Specifications and in accordance with the requirements of the Contract Documents.

B. SPECIAL GUARANTEES AND WARRANTIES
In case of Work performed for which product, manufacturers or other special warranties are required by the Specifications, the Contractor shall secure the required warranties and deliver copies thereof to the Principal Representative through the Architect/Engineer upon completion of the Work.

These product, manufacturers or other special warranties, as such, do not in any way lessen the Contractor’s responsibilities under the Contract. Whenever guarantees or warranties are required by the Specifications for a longer period than one year, such longer period shall govern.

ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION
The Architect/Engineer, the Principal Representative and the Contractor together shall make at least two (2) complete inspections of the Work after the Work has been determined to be substantially complete and accepted. One such inspection, the “Six-Month Guarantee Inspection,” shall be made approximately six (6) months after date of the Notice of Substantial Completion, unless in the case of smaller projects valued under $500,000 this inspection is declined in Article 7A (Contractor’s Agreement SC-6.21), Modification of Article 45, in which case the inspection to occur at six months shall not be required. Another such inspection, the “Eleven-Month Guaranty Inspection” shall be made approximately eleven (11) months after the date of the Notice of Substantial Completion. The Contractor shall schedule and so notify all parties concerned, and the Principal Representative shall so notify State Buildings Program, of these inspections. If more than one Notice of Substantial Completion has been issued at the reasonable discretion of the Principal Representative separate eleven month inspections may be required where the one year guarantees do not run reasonably concurrent.

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded to the Contractor, the Principal Representative, State Buildings Program, and all other participants within ten (10) days after the completion of the inspections. The punch list shall itemize all guarantee items, prior punch list items still to be corrected or completed and any other requirements of the Contract Documents to be completed which were not waived by final acceptance because they were not obvious or could not reasonably have been previously observed. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner satisfactory to the Architect/Engineer, the Principal Representative and State Buildings Program.

If the Contractor fails to promptly correct all deficiencies and defects shown by this report, the Principal Representative may do so, after giving the Contractor ten (10) days written Notice of intention to do so.

The State of Colorado, acting by and through the Principal Representative, shall be entitled to collect from the Contractor all costs and expenses incurred by it in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects.

ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES
It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning, rate of progress, and the time for completion of the Work to be done hereunder are ESSENTIAL CONDITIONS
of this Agreement, and it is understood and agreed that the Work embraced in this Contract shall be commenced at the time specified in the Notice to Proceed (SC-6.26).

It is further agreed that time is of the essence of each and every portion of this Contract, and of any portion of the Work described on the Drawings or Specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever. The parties further agree that where under the Contract additional time is allowed for the completion of the Work or any identified portion of the Work, the new time limit or limits fixed by such extension of the time for completion shall be of the essence of this Agreement.

The Contractor acknowledges that subject to any limitations in the Advertisement for Bids, issued for the Project, the Contractor’s bid is consistent with and considers the number of days to substantially complete the Project and the number of days to finally complete the Project to which the parties may have stipulated in the Agreement, which stipulation was based on the Contractor’s bid. The Contractor agrees that Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure the Project will be substantially complete, and fully and finally complete, as recognized by the issuance of all required Notices of Substantial Completion and Notices of Final Acceptance, within any times stipulated and specified in the Agreement, as the same may be amended by Change Order or other written modification, and that the Principal Representative will be damaged if the times of completion are delayed.

It is expressly understood and agreed, by and between the parties hereto, that the times for the Substantial Completion of the Work or for the final acceptance of the Work as may be stipulated in the Agreement, and as applied here and in Article 7.4 of the Contractor’s Design/Bid/Build Agreement SC-6.21, Modifications of Article 46, are reasonable times for these stages of completion of the Work, taking into such consideration all factors, including the average climatic range and usual industrial conditions prevailing in the locality of the building operations.

If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Contract and the State of Colorado, acting by and through the Principal Representative, shall be entitled to liquidated damages for such neglect, failure or refusal, as specified in Article 7.4 of the Contractor’s Design/Bid/Build Agreement SC-6.21, Modification of Article 46.

The Contractor and the Contractor’s Surety shall be jointly liable for and shall pay the Principal Representative, or the Principal Representative may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the entire Project is 1) substantially completed, and the Notice (or all Notices) of Substantial Completion are issued, 2) finally complete and accepted and the Notice (or all Notices) of Acceptance are issued, or 3) both. Delay in substantial completion shall be measured from the Date of the Notice to Proceed and delay in final completion and acceptance shall be measured from the Date of the Notice of Substantial Completion.

In the first instance, specified in Article 7.4.1 of the Contractor’s Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified therein, for each calendar day of delay beginning after the stipulated number of days for Substantial Completion from the date of the Notice to Proceed, until the date of the Notice of Substantial Completion. Unless otherwise specified in any Supplementary General Conditions, in the event of any partial Notice of Substantial Completion, liquidated damages shall accrue until all required Notices of Substantial Completion are issued.

In the second instance, specified in Article 7.4.2 of the Contractor’s Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified in Article 7.4.2 of the Contractor’s Design/Bid/Build Agreement SC-6.21, Modification of Article 46, for each calendar day in excess of the number of calendar days specified in the Contractor’s bid for the Project and stipulated in the Agreement to finally complete the Project (as defined by the issuance of the Notice of Acceptance) after the final Notice of Substantial Completion has been issued.

In the third instance, when so specified in both Articles 7.4.1 and 7.4.2 of the Contractor’s Agreement SC-6.21, both types of liquidated damages shall be separately assessed where those delays have occurred.
The parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Contract was formed; the liquidated damages in the first instance representing an estimate of damages due to the inability to use the Project; the liquidated damages in the second instance representing an estimate of damages due to the additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period including delivery of any or all guarantees and warranties, the submittals of sales and use tax payment forms, the calling for the final inspection and the completion of the final punch list.

The parties also agree and understand that the liquidated damages to be assessed in each instance are separate and distinct, although potentially cumulative, damages for the separate and distinct breaches of delayed substantial completion or final acceptance. Such liquidated damages shall not be avoided by virtue of the fact of concurrent delay caused by the Principal Representative, or anyone acting on behalf of the Principal Representative, but in such event the period of delay for which liquidated damages are assessed shall be equitably adjusted in accordance with Article 38, Delays And Extensions Of Time.

**ARTICLE 47. DAMAGES**

If either party to this Contract shall suffer damage under this Contract in any manner because of any wrongful act or neglect of the other party or of anyone employed by either of them, then the party suffering damage shall be reimbursed by the other party for such damage. Except to the extent of damages liquidated for the Contractor’s failure to achieve timely completion as set forth in Article 46, Time of Completion and Liquidated Damages, the Principal Representative shall be responsible for, and at his or her option may insure against, loss of use of any existing property not included in the Work, due to fire or otherwise, however caused. Notwithstanding the foregoing, or any other provision of this Contract, to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-101-101, et seq., CRS, as now or hereafter amended.

Notice of intent to file a claim under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except that in the case of claims by the Principal Representative involving warranties against faulty Work or materials Notice shall be required only to the extent stipulated elsewhere in these General Conditions. Claims made to the Principal Representative involving extra cost or extra time arising by virtue of instructions to the Contractor to which Article 36, Claims, applies shall be made in accordance with Article 36. Other claims arising under the Contract involving extra cost or extra time which are made to the Principal Representative under this clause shall also be made in accordance with the procedures of Article 36, whether or not arising by virtue of instructions to the Contractor; provided however that it shall not be necessary to first obtain or request a written judgment of the Architect/Engineer.

Provided written Notice of intent to file a claim is provided as required in the preceding paragraph, nothing in this Article shall limit or restrict the rights of either party to bring an action at law or to seek other relief to which either party may be entitled, including consequential damages, if any, and shall not be construed to limit the time during which any action might be brought. Nothing in these General Conditions shall be deemed to limit the period of time during which any action may be brought as a matter of contract, tort, warranty or otherwise, it being the intent of the parties to allow any and all actions at law or in equity for such periods as the law permits. All such rights shall, however be subject to the obligation to assert claims and to appeal denials pursuant to Article 36, Claims, where applicable.
ARTICLE 48. STATE’S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY DAMAGES

A. STATE’S RIGHT TO DO THE WORK
If after receipt of Notice to do so, the Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, the Principal Representative, after a second seven (7) days’ advance written Notice to the Contractor and the Surety may, without prejudice to any other remedy the Principal Representative may have, take control of all or a portion of the Work, as the Principal Representative deems necessary and make good such deficiencies deducting the cost thereof from the payment then or thereafter due the Contractor, as provided in Article 30, Correction Of Work Before Acceptance and Article 33, Payments Withheld, provided, however, that the Architect/Engineer shall approve the amount charged to the Contractor by approval of the Change Order.

B. TEMPORARY SUSPENSION OF WORK
The State, acting for itself or by and through the Architect/Engineer, shall have the authority to suspend the Work, either wholly or in part, for such period or periods as may be deemed necessary due to:

1. Unsuitable weather;
2. Faulty Workmanship;
3. Improper superintendence or project management;
4. Contractor’s failure to carry out orders or to perform any provision of the Contract Documents;
5. Loss of, or restrictions to, appropriations;
6. Conditions, which may be considered unfavorable for the prosecution of the Work.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store materials in such manner that they will not become an obstruction or become damaged in any way; and he or she shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage and erect temporary structures where necessary.

Notice of suspension of Work shall be provided to the Contractor in writing stating the reasons therefore. The Contractor shall again proceed with the Work when so notified in writing.

The Contractor understands and agrees that the State of Colorado cannot predict with certainty future revenues and could ultimately lack the revenue to fund the appropriations applicable to this Contract. The Contractor further acknowledges and agrees that in such event that State may, upon Notice to the Contractor, suspend the Work in anticipation of a termination of the Contract for the convenience of the State, pursuant to Article 50, Termination For Convenience of State. If the Contract is not so terminated the Contract sum and the Contract time shall be equitably adjusted at the time the Principal Representative directs the Work to be recommenced and gives Notice that the revenue to fund the appropriation is available.

C. DELAY DAMAGES
The Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of any claim for extra costs, extra compensation or damages occasioned by hindrances or delays encountered in the Work only when and to the limited extent that such hindrance or delay is caused by an act or omission within the control of the Principal Representative, the Architect/Engineer or other persons or entities acting on behalf of the Principal Representative. Further, the Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of such a claim only if the Contractor has provided required Notice of the delay or impact, or has presented its claim for an extension of time or claim of other delay or other impact due to changes ordered in the Work before proceeding with the changed Work. Except as otherwise provided, claims for extension of time shall be Noticed and filed in accordance with Article 38, Delays and Extensions of Time, within three (3) business days of the beginning of the delay with any claim filed within seven (7) days after the delay has ceased, or such claim is waived. Claims for extension of time or for other delay or other impact resulting from changes ordered in the Work shall be presented and adjusted as provided in Article 35, Changes in the Work.
ARTICLE 49. STATE’S RIGHTS TO TERMINATE CONTRACT

A. GENERAL

If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed to take over his affairs, or if he or she should fail to prosecute his or her Work with due diligence and carry the Work forward in accordance with the construction schedule and the time limits set forth in the Contract Documents, or if he or she should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by him, the Principal Representative may serve written Notice on the Contractor and the Surety on performance and payment bonds, stating his or her intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative bases his or her right to exercise such remedy.

In such event, unless the matter complained of is satisfactorily cleared within ten (10) days after delivery of such Notice, the Principal Representative may, without prejudice to any other right or remedy, exercise one of such remedies at once, having first obtained the concurrence of the Architect/Engineer in writing that sufficient cause exists to justify such action.

B. CONDITIONS AND PROCEDURES

1. The Principal Representative may terminate the services of the Contractor, which termination shall take effect immediately upon service of Notice thereof on the Contractor and his or her Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not provide Notice to the Principal Representative of its intent to commence performance of the Contract within ten (10) days after delivery of the Notice of termination, the Principal Representative may take over the Work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the Work to completion by such means as he or she shall deem best. In the event of such termination of his or her service, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Principal Representative takes over the Work and if the unpaid balance of the contract price exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Principal Representative through the default of the Contractor, such excess shall be paid to the Contractor. If, however, the cost, expenses and damages as certified by the Architect/Engineer exceed such unpaid balance of the contract price, the Contractor and his or her Surety shall pay the difference to the Principal Representative.

2. The Principal Representative may require the Surety on the Contractor’s bond to take control of the Work and see to it that all the deficiencies of the Contractor are made good, with due diligence within ten (10) days of delivery of Notice to the Surety to do so. As between the Principal Representative and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the Work, either by election upon termination of the services of the Contractor pursuant to Section B(1) of this Article 49, State’s Right To Terminate Contract, or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern the Work to be done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work, the times of completion and provisions of this Article as to the right of the Principal Representative to do the Work or to take control of all or a portion of the Work.

3. The Principal Representative may take control of all or a portion of the Work and make good the deficiencies of the Contractor, or the Surety if the Surety has been substituted for the Contractor, with or without terminating the Contract, employing such additional help as the Principal Representative deems advisable in accordance with the provisions of Article 48A, State’s Right To Do The Work; Temporary Suspension Of Work; Delay Damages. In such event, the Principal Representative shall be entitled to collect from the Contractor and his or her Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of Contractor, provided the Architect/Engineer approves the amount thus charged to the Contractor. If the Contract is not terminated, a Change Order to the Contract shall be executed, unilaterally if necessary, in accordance with the procedures of Article 35, Changes In The Work.
C. ADDITIONAL CONDITIONS

If any termination by the Principal Representative for cause is later determined to have been improper, the termination shall be automatically converted to and deemed to be a termination by the Principal Representative for convenience and the Contractor shall be limited in recovery to the compensation provided for in Article 50, Termination For Convenience Of State. Termination by the Contractor shall not be subject to such conversion.

ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE

A. NOTICE OF TERMINATION

The performance of Work under this Contract may be terminated, in whole or from time to time in part, by the State whenever for any reason the Principal Representative shall determine that such termination is in the best interest of State. Termination of Work hereunder shall be effected by delivery to the Contractor of a Notice of such termination specifying the extent to which the performance of Work under the Contract is terminated and the date upon which such termination becomes effective.

B. PROCEDURES

After receipt of the Notice of termination, the Contractor shall, to the extent appropriate to the termination, cancel outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of all applicable outstanding commitments covering personal performance of any Work terminated by the Notice. With respect to such canceled commitments, the Contractor agrees to:

1. settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Principal Representative, to the extent he or she may require, which approval or ratification shall be final for all purposes of this clause; and,

2. assign to the State, in the manner, at the time, and to the extent directed by the Principal Representative, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

The Contractor shall submit his or her termination claim to the Principal Representative promptly after receipt of a Notice of termination, but in no event later than three (3) months from the effective date thereof, unless one or more extensions in writing are granted by the Principal Representative upon written request of the Contractor within such three-month period or authorized extension thereof. Upon failure of the Contractor to submit his or her termination claim within the time allowed, the Principal Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

Costs claimed, agreed to, or determined pursuant to the preceding and following paragraph shall be in accordance with the provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

Subject to the preceding provisions, the Contractor and the Principal Representative may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he or she is unable to cancel; provided, however, that in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to other activities and operations. Any such agreement shall be embodied in an Amendment to this Contract and the Contractor shall be paid the agreed amount.

The State may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the termination portion of this
Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder.

The Contractor agrees to transfer title and deliver to the State, in the manner, at the time, and to the extent, if any, directed by the Principal Representative, such information and items which, if the Contract had been completed, would have been required to be furnished to the State, including:

a. completed or partially completed plans, Drawings and information; and,
b. materials or equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice.

Other than the above, any termination inventory resulting from the termination of the Contract may, with written approval of the Principal Representative, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Principal Representative. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this Contract or shall otherwise be credited to the price or cost of Work covered by this Contract or paid in such other manners as the Principal Representative may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Principal Representative may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

Any disputes as to questions of fact, which may arise hereunder, shall be subject to the Remedies provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

**ARTICLE 51. CONTRACTOR’S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT**

If the Work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of any one employed by him, then the Contractor may on seven (7) days' written Notice to the Principal Representative and the Architect/Engineer stop Work or terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained on any plant or material, and a reasonable profit only for the Work completed. If the Architect/Engineer shall fail to issue or otherwise act in writing upon any certificate for payment within ten (10) days after it is presented and received by the Architect/Engineer, as provided in Article 31, Applications For Payments, or if the Principal Representative shall fail to pay the Contractor any sum certified that is not disputed in whole or in part by the Principal Representative in writing to the Contractor and the Architect/Engineer within thirty (30) days after the Architect/Engineer’s certification, then the Contractor may on ten (10) days' written Notice to the Principal Representative and the Architect/Engineer stop Work and/or give written Notice of intention to terminate this Contract.

If the Principal Representative shall thereafter fail to pay the Contractor any amount certified by the Architect/Engineer and not disputed in writing by the Principal Representative within ten (10) days after receipt of such Notice, then the Contractor may terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained upon any plant or materials, and a reasonable profit only for the Work completed. The Principal Representative’s right to dispute an amount certified by the Architect/Engineer shall not relieve the Principal Representative of the obligation to pay amounts not in dispute as certified by the Architect/Engineer.

**ARTICLE 52. SPECIAL PROVISIONS**

A. CONTROLLER’S APPROVAL C.R.S. § 24-30-202(1)

This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY C.R.S. § 24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
C. GOVERNMENTAL IMMUNITY
Liability for claims for injuries to persons or property arising from the negligence of the State, its
departments, boards, commissions committees, bureaus, offices, employees and officials shall be
controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101
et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s
risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this contract shall be
construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits,
protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR
Contractor shall perform its duties hereunder as an independent contractor and not as an employee.
Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee
of the State. Contractor shall not have authorization, express or implied, to bind the State to any
agreement, liability, or understanding, except as expressly set forth herein. Contractor and its
employees and agents are not entitled to unemployment insurance or workers compensation
benefits through the State and the State shall not pay for or otherwise provide such coverage
for Contractor or any of its agents or employees. Contractor shall pay when due all applicable
employment taxes and income taxes and local head taxes incurred pursuant to this
contract. Contractor shall (a) provide and keep in force workers' compensation and
unemployment compensation insurance in the amounts required by law, (b) provide proof
thereof when requested by the State, and (c) be solely responsible for its acts and those of its
employees and agents.

E. COMPLIANCE WITH LAW
Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or
hereafter established, including, without limitation, laws applicable to discrimination and unfair
employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation,
execution, and enforcement of this Contract. Any provision included or incorporated herein by reference
which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related
to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall
be in the City and County of Denver.

G. PROHIBITED TERMS
Any term included in this Contract that requires the State to indemnify or hold Contractor harmless;
requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from
death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall
be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of C.R.S. §24-
106-109. Any term included in this Contract that limits Contractor's liability that is not void under this
section shall apply only in excess of any insurance to be maintained under this Contract, and no
insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.
State or other public funds payable under this Contract shall not be used for the acquisition, operation,
or maintenance of computer software in violation of federal copyright laws or applicable licensing
restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any
extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such
improper use of public funds. If the State determines that Contractor is in violation of this provision, the
State may exercise any remedy available at law or in equity or under this Contract, including, without
limitation, immediate termination of this contract and any remedy consistent with federal copyright laws
or applicable licensing restrictions.
I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST C.R.S. § 24-18-201 & C.R.S. § 24-50-507
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS C.R.S. § 24-30-202(1) & C.R.S. § 24-30-202.4
[Not Applicable to intergovernmental agreements] The State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State Agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, et seq. C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101.
[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State Agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S.§ 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101.
Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 et seq., and (c) has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.
ARTICLE 53. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION OF LANGUAGE
The language used in these General Conditions shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties giving due consideration to the order of precedence noted in Article 2C, Intent of Documents.

B. SEVERABILITY
Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

C. SECTION HEADINGS
The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. AUTHORITY
Each person executing the Agreement and its Exhibits in a representative capacity expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Agreement and has authority to bind said party to the terms and conditions hereof.

E. INTEGRATION OF UNDERSTANDING
This Contract is intended as the complete integration of all understandings between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written Change Order or Amendment to this Contract.

F. NO THIRD PARTY BENEFICIARIES
Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

G. WAIVER
Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

H. INDEMNIFICATION
Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.
I. STATEWIDE CONTRACT MANAGEMENT SYSTEM
If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at anytime thereafter, this shall apply. Contractor agrees to be governed by and comply with the Colorado Procurement Code or the applicable procurement code for institutions of higher education, regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). Contractor performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

J. CORA DISCLOSURE
To the extent not prohibited by federal law, this Agreement and the performance measures and standards under the Colorado Procurement Code or the applicable procurement code for institutions of higher education, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.
SECTION 00 73 00 – CONSTRUCTION PURCHASE ORDER TERMS AND CONDITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.

1.3 DEFINITIONS (Not Applicable)

1.4 CONSTRUCTION PURCHASE ORDER TERMS AND CONDITIONS

A. The University of Colorado Denver | Anschutz Medical Campus Construction Purchase Order Terms and Conditions apply to Contractors Agreement (D/B/B) (SC-6.21) and General Conditions to the Contract (SC-6.23).

B. A copy of the above noted document is attached to the end of this section.

1.5 PROCEDURE (Not applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 00
Facilities Management  
Construction Purchase Order Terms and Conditions

1. Offer/Acceptance

If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by the University. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by the University accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

2. Safety Information

All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. Changes

Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

4. Delivery

Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. The University is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to the University's acceptance. If vendor fails to deliver or perform as and when promised, the University in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. Intellectual Property

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of the University. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable laws, regulations and University policies related to confidential information and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.
6. Quality

The University shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

7. Warranties

All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

8. Inspections and Acceptance

Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, the University may exercise all of its rights, including those provided in the CUCC. The University shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, the University may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

9. Cash Discount

The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized University representative.

10. Taxes

The University is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II].

11. Payment

The University shall pay vendor for all amounts due within 30 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the applicable statutory rate. Interest shall not accrue if a good faith dispute exists as to the University's obligation to pay all or a portion of the amount due. Vendor shall invoice the University separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

12. Vendor Offset

[Not Applicable to Inter-governmental POs] The University may withhold payment as required under the State vendor offset intercept system for debts owed for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS § 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the University.
13. Assignment and Successors

Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of the University. This PO shall inure to the benefit of and be binding upon vendor and the University and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to the University.

14. Indemnification

If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless the University from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

15. Independent Contractor

Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of the University. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.

16. Communication

All communication concerning administration of this PO, prepared by vendor for the University’s use, shall be furnished solely to purchasing agent.

17. Compliance

Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. Insurance

Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by the University's purchasing agent.
19. Termination Prior to Shipment

If vendor has not accepted this PO in writing, the University may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

20. Termination for Cause

(a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, the University may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by the University in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) The University may withhold amounts due to vendor as the University deems necessary to reimburse the University for excess costs incurred in curing, completing or procuring similar goods and services.(c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, the University determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of the University and vendor shall be the same as if the notice of termination had been issued pursuant to termination under § 21.

21. Termination in Public Interest

The University is entering into this PO for the purpose of carrying out the public policy of the State and University, as determined by the Governor, General Assembly and Courts of the State of Colorado and the University of Colorado Board of Regents. If this PO ceases to further the public policy of the State or University, the University, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of the University’s obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by Item 20 (Termination for Cause). The University shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the University shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, the University shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. The University’s termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS § 24-106-101, upon request of the University.

22. PO Approval

This PO shall not be valid unless it is executed by purchasing agent. The University shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. Fund Availability

Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The University represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.
24. Choice of Law

Colorado laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS § 24-109-106, prior to commencing any judicial action against the University.

25. Sensitive Data

To the extent vendors comes in contact with individual personal data owned or otherwise held by the University including employee, student, or medical information or records as a result of performing under this PO (“Data”), vendor agrees to use such Data, if at all, only to the extent required to perform its obligations under this PO, and to abide by the requirements of any federal, state and local laws that address the protection and/or use of such Data.

26. Background Checks

Contractor acknowledges that Contractor's activities may involve heightened risks as a result of access or exposure by Contractor's employees or agents to one or more Sensitive Environments. Contractor expressly acknowledges that Contractor shall take all commercially reasonable measures to mitigate any such risks, which measures may include but are not limited to conducting criminal history checks, financial background checks, or reference checks on employees or agents who will have access to one or more Sensitive Environments. For purposes of this provision, Sensitive Environment means any situation where Contractor's employees or agents: (a) are engaged in supervision of or exposure to minors or other vulnerable populations; (b) have access to confidential information, which includes any information protected or restricted by law or University policy or that is expressly identified by the University as confidential information; (c) have access to the University's information technology systems; (d) are engaged in activities that involve unique or specialized risks.

27. Public Contracts for Service

[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS § 8-17.5-102(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and the University within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the University a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS § 8-17.5-101
et seq., the University may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

28. Public Contracts with Natural Persons

Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS § 24-76.5-101 et seq., and (c) has produced a form of identification required by CRS § 24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

29. Governmental Immunity.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.


The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.

31. Federal Flowdown Provisions for Federally Funded Contracts

The University of Colorado has entered into an Agreement with either the U.S. Government, or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal contract provisions be made a part of any subsequent Purchase Order issued by the University of Colorado related to furthering the performance or deliverables required under that Agreement.

Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "seller," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "the University." Seller hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the University, as applicable.

The following provisions are from the Federal Acquisition Regulations (FAR), which are available online. (NOTE: These FAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

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<td>Restrictions on Subcontractor Sales to the Government ($100,000)</td>
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<td>52.203-7</td>
<td>Anti-Kickback Procedures except Subparagraph (c)(1) ($100,000)</td>
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<td>52.203-12</td>
<td>Limitation on Payments to Influence Certain Federal Transactions ($100,000)</td>
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<td>52.223-2</td>
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</tr>
<tr>
<td>52.223-6</td>
<td>Drug-Free Workplace (for individuals, $0; for non-individuals, $100,000)</td>
</tr>
<tr>
<td>52.223-7</td>
<td>Notice of Radioactive Materials (applicable if radioactive materials are involved) ($0)</td>
</tr>
<tr>
<td>52.223-14</td>
<td>Toxic Chemical Release Reporting ($100,000; N/A for acquisition of commercial items)</td>
</tr>
<tr>
<td>52.224-2</td>
<td>Privacy Act (applicable if vendor is supplying design, development, or operation of a system of records on individuals) ($0)</td>
</tr>
<tr>
<td>52.225-3</td>
<td>Buy American Act - Free Trade Agreements - Israeli Trade Act ($0)</td>
</tr>
<tr>
<td>52.225-13</td>
<td>Restrictions on Certain Foreign Purchases ($2,500)</td>
</tr>
<tr>
<td>52.226-1</td>
<td>Utilization of Indian Organizations and Indian-Owned Economic Enterprises ($0)</td>
</tr>
<tr>
<td>52.227-1</td>
<td>Authorization and Consent (applicable if in excess of the simplified acquisition threshold)</td>
</tr>
<tr>
<td>52.227-2</td>
<td>Notice and Assistance Regarding Patent and Copyright Infringement (applicable if in excess of the simplified acquisition threshold)</td>
</tr>
<tr>
<td>52.227-10</td>
<td>Filing of Patent Applications -- Classified Subject Matter ($0)</td>
</tr>
<tr>
<td>52.227-11</td>
<td>Patent Rights -- Retention by the Contractor (Short Form) ($0)</td>
</tr>
<tr>
<td>52.227-14</td>
<td>Rights in Data - General ($0)</td>
</tr>
<tr>
<td>52.230-5</td>
<td>Cost Accounting Standards -- Educational Institutions ($500,000)</td>
</tr>
</tbody>
</table>
In addition, if federal funds through a contract from an agency of the Department of Defense are involved, the following Department of Defense Federal Acquisition Regulations (DFAR) clauses apply. DFAR clauses are available online.

(Note: These DFAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

<table>
<thead>
<tr>
<th>DFAR Citation</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>252.203-7001</td>
<td>Prohibition on Persons Convicted of fraud or Other Defense-Contract Related Felonies (not applicable for commercial items) (applicable if at or in excess of the simplified acquisition threshold)</td>
</tr>
<tr>
<td>252.209-7000</td>
<td>Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (applicable if at or in excess of the simplified acquisition threshold) (not applicable for commercial items)</td>
</tr>
<tr>
<td>252.227-7013</td>
<td>Rights in Technical Data -- Noncommercial Items ($0)</td>
</tr>
<tr>
<td>252.227-7014</td>
<td>Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation</td>
</tr>
<tr>
<td>252.227-7034</td>
<td>Patents - Subcontracts ($0, for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization)</td>
</tr>
<tr>
<td>252.231-7000</td>
<td>Supplemental Cost Principles ($0)</td>
</tr>
</tbody>
</table>

In addition, if federal funds through a contract from the National Aeronautic and Space Administration (NASA) are involved, the following NASA Supplemental Federal Acquisition Regulations (FAR) clauses apply. NASA clauses are available online.

(Note: These NASA clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

<table>
<thead>
<tr>
<th>NASA Citation</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1852.208-81</td>
<td>Restrictions on Printing and Duplicating, Oct 2001 ($0)</td>
</tr>
<tr>
<td>1852.219-74</td>
<td>Use of Rural Area Small Businesses, Sept 1990 ($0)</td>
</tr>
<tr>
<td>1852.219-75</td>
<td>Small Business Subcontracting Reporting, May 1999 ($500,000)</td>
</tr>
<tr>
<td>1852.223-70</td>
<td>Safety and Health, April 2002 ((1) Amount to $1,000,000 or more (unless Contracting Officer makes a written determination, after consultation with installation safety and health representatives, that this is not required); (2)</td>
</tr>
</tbody>
</table>
30. Federal Flowdown Provisions for Federally Funded Grants

The University of Colorado has entered into an Agreement with either the U.S. Government, or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal grant provisions be made a part of any subsequent Purchase Order issued by the University of Colorado related to furthering the performance or deliverables required under that Agreement.

Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "seller," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "the University." Seller hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the University, as applicable.

Performance by the seller under this Purchase Order constitutes certification that the seller is presently in compliance with, and will continue to comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and Executive Orders Numbers 12549 and 12689, all as described below.

**Equal Employment Opportunity**


All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)**

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**

Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**

Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Debarment and Suspension (E.O.s 12549 and 12689)**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and
12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contracts declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**Access to Records (OMB Circular A-110, 48(d))**

All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcriptions.

31. Security Badging

All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.
SECTION 00 73 01 – SUPPLEMENTARY GENERAL CONDITIONS (D/B/B)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.

1.3 DEFINITIONS (Not Applicable)

1.4 SUPPLEMENTARY GENERAL CONDITIONS

A. The University of Colorado Denver | Anschutz Medical Campus Supplementary General Conditions apply to Contractors Agreement (D/B/B) (SC-6.21) and General Conditions to the Contract (SC-6.23).

B. A copy of the above noted document is attached to the end of this section.

1.5 PROCEDURE (Not applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 01
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 Anschutz Medical Campus and Denver 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 Denver | Anschutz Medical Campus Tax Information
ARTICLE 25. INSURANCE – Replace Article 25 as follows:

The term University, University of Colorado, University of Colorado Denver, University of Colorado Anschutz Medical Campus, CU Denver, CU Anschutz, 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)
   - 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></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.

### 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

### 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
  - Each accident  $100,000
  - Disease each employee  $100,000
  - Disease policy limit  $500,000

### 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):

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

Minimum Limits (Projects over $500,000):

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

   Wrongful Act $2,000,000
   General Aggregate $2,000,000

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 coverages 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 an 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 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 Denver | 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 Denver | Anschutz Medical Campus Supplemental / Project Acceptance List).

ARTICLE 52. SPECIAL PROVISIONS -Add the following:

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

1) The Contractor shall vigorously pursue to the greatest extent possible, adherence to the University of Colorado Denver | Anschutz Medical Campus Policy on Sexual Harassment and also require all employees, and employees of all subcontractors of any kind, working on this project to adhere to this Policy.

2) Statement of Policy: It is the policy of the University of Colorado Denver 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 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 Contractor to remove from university property any individual or individuals who violate the policy prohibiting sexual harassment.

**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.
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)

APPENDIX A

Tax Information:

2. Sales Tax Exemption Certificate – Multi-Jurisdiction dated September 4, 2018
3. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
4. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
6. Colorado Department of Revenue - Contractor Application for Exemption Certification
# Certificate of Exemption for State Sales/Use Tax Only

<table>
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<tbody>
<tr>
<td>09802565</td>
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</tr>
</tbody>
</table>

This License Is NOT TRANSFERABLE

---

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>
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<th>First Name</th>
<th>Middle Initial</th>
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</tr>
</tbody>
</table>

Address

City

State

ZIP

I Certify That

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

Address
1800 Grant Street, Suite 600

City
Denver

State
CO

ZIP
80203

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

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>
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<th>City or State</th>
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<th>City or State</th>
<th>State Registration or ID Number</th>
</tr>
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<td>City or State Boulder</td>
<td>98-02915-0000</td>
</tr>
<tr>
<td>Colorado</td>
<td>98-02565-0000</td>
<td>State Registration or ID Number</td>
<td>Colorado (Boulder campus)</td>
</tr>
<tr>
<td></td>
<td>32002730391</td>
<td>State Registration or ID Number</td>
<td>Texas</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)

[Signature]

Title

Associate Vice President/University Controller

Date (MM/DD/YYYY)

7/4/19
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 130-53(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: 303.866.3889  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.

Contractor Information
Trade name/DBA

Owner, partner or corporate last name
First Name
Middle Initial

Mailing Address
City
State Zip

E-Mail Address
FEIN
Bid amount for your contract (Must match to the penny)

Fax number
Business Phone number

Colorado withholding tax account number

[ ] Subsidiary
[ ] Subcontractors
[ ] Staffing Agency

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

Name of exempt organization (as show on contract)
Exempt organization’s number

Address of exempt organization
City
State Zip

Principal contact at exempt organization-Last Name
First Name
Middle Initial

Housing Authority (if applicable)
Name of Project (if applicable)

Owner of the Project (if applicable)

Physical location of project site (give actual address when applicable and Cities and/or County [ex] where project is located)

City
State Zip

Scheduled construction start date (MM/DD/YY)
Estimated completion date (MM/DD/YY)

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)
SECTION 00 73 46 - WAGE DETERMINATION SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 PROCEDURE

A. DAVIS-BACON WAGE DETERMINATIONS

1. Coordinate with the University Project Manager to determine if applicable.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 46
SECTION 00 73 80 – SALES TAX

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

A. This Section includes administrative documents related to sales tax exemption for construction material purchases.

1.3 DEFINITIONS (Not Applicable)

1.4 DOCUMENTS

A. Tax Exempt Status of University of Colorado, dated August 25, 2017
B. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
C. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
D. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
E. Colorado Department of Revenue - Contractor Application for Exemption Certification
F. Copies of the above noted documents are attached to the end of this section.

1.5 PROCEDURE

A. General Contractor must apply for a sales tax exemption certificate through the Colorado Department of Revenue using the “Contractor Application For Exemption Certificate.”
   1. Form can be downloaded from the Colorado Department of Revenue website: https://www.colorado.gov/pacific/sites/default/files/DR0172.pdf

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 80
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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

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Address

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<th>City</th>
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<th>ZIP</th>
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</table>

I Certify That

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

Address
1800 Grant Street, Suite 600

City
Denver

State
CO

ZIP
80203

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

☐ Institutional of Higher Education or

☐ Other

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

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<td>State Registration or ID Number</td>
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<td>Colorado (Boulder campus)</td>
<td>98-02915-0000</td>
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<td>City of State</td>
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If the list of states and cities is more than six(6), attach a list to this certificate.

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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):

[Signature]

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.

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Very truly yours,

[Signature]

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:

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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.

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Sincerely,

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)(Ii), 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.

Contractor Information

<table>
<thead>
<tr>
<th>Contractor/Account No.</th>
<th>Period (MM/YY/MMM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>89-</td>
<td></td>
</tr>
</tbody>
</table>

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

Must be completed by applicant

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

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

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

<table>
<thead>
<tr>
<th>Colorado withholding tax account number</th>
<th>Subsidiary</th>
<th>Subcontractors</th>
<th>Staffing Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>(See instructions)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</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 show 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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Owner of the Project (if applicable)

Physical location of project site (give actual address when applicable and Cities and/or County (ex) where project is located)

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

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