STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES

For The
University of Colorado Denver | Anschutz Medical Campus (GFE)

For The
Building 500 Window Repair Project #17-207232
REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES

TABLE OF CONTENTS

ADVERTISEMENTS

I. INTRODUCTION
   A. Project Description/Minimum Requirements/Project Delivery
   B. Selection Process
      1. Mandatory Pre-Submittal Conference
      2. Architect/Engineer/Consultant Submittals
      3. Screening Panel/ Short List
      4. Oral Interviews
   C. Schedule

II. SUBMITTAL REQUIREMENTS
   A. Project Team
   B. Firm Capabilities
   C. Prior Experience
   D. Project Approach
   E. Work Location

APPENDICES

   Appendix A: Preliminary Selection/Evaluation Form
   Appendix A1: Interview Selection/Evaluation Form
   Appendix A2: Final Ranking Matrix
   Appendix B: Certification and Affidavit Regarding Unauthorized Immigrants
   Appendix C: Acknowledgment and Attestation Form
   Appendix D: Architect/Engineer/Consultant Contract (Standard Format)
   Acknowledgment and Attestation Form
REQUEST FOR QUALIFICATIONS

Agency: University of Colorado Denver

Notice Type: Request for Qualifications

Select the RFQ Subtype: ☑ Architect ☐ Engineer ☐ Industrial Hygienist ☐ Land Surveyor ☐ Landscape Architect

Project No: 17-207232

Project Title: Building 500 Window Repair

Project Description: The University of Colorado Anschutz Medical Campus seeks the services of a qualified professional architecture firm to perform design services related to repair of windows in Building 500. The successful Architect for this project will be preparing and submitting grants for State Historic Funding and designing the window repair project in accordance with United States Secretary of Interior’s Standards.

ARRA Funding: No

Minimum Requirements:

Must have current license to practice Architecture in the State of Colorado
Must complete and return with submittal, the Attestation form in Appendix D of this RFQ
Must have completed 3 projects of in the last five years of similar size and complexity
Must have experience in designing and overseeing window replacement projects in historic buildings
Must demonstrate past experience and ability to coordinate with the State Historic Preservation Office.

RFQ for Services of: N/A

Submission Details:

Submission Deadline: 01/12/2018, 2:00 PM

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

Details: Facilities Projects, Room 310, 1945 Wheeling Street, Mail Stop F418, Aurora, CO 80045

Comments: Late submittals will be rejected without consideration. The University of Colorado Denver and the State of Colorado assume no responsibility for costs related to the preparation of submittals. When noted that a completely executed form will be sent by certified mail to the Contractor, or any other means as agreed to, notice will be sent by electronic mail.

Point of Contact:

Name: Mike Vigil

Agency: University of Colorado Denver

Rev. 02/2014
Meetings:
Choose one:

Mandatory

Date and Time: 01/03/2018, 2:00 PM

Details: University of Colorado Anschutz Medical Campus
       Campus Services Building Room 300
       1945 Wheeling Street
       Aurora, CO 80045

Comments: Submittals received from those who have not attended the mandatory pre-submittal meeting will not be considered for the project. Questions will be collected until January 5, 2018 at 4:00 PM from those who attended mandatory pre-bid meeting. Questions will be answered by January 8, 2018 at 4:00 PM.

Specification Details/Attachments:
Attachments: Full RFQ can be found on the Facilities Projects website

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

Media of Publications:

   Media of Publication(s): State Website www.colorado.gov/vss and/or Facilities Website
   http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFQ/Pages/RFQ.aspx

Publication Dates: December 19, 2017

Notice to Editor:
Transmit two (2) copies of the Affidavit of Publication, and invoice to:

   University of Colorado Denver
   Facilities Projects
   Attn: Facilities Controller
   1945 N. Wheeling St., Mail Stop F418
   Aurora, Colorado 80045
I. INTRODUCTION

A. PROJECT DESCRIPTION

The University of Colorado Anschutz Medical Campus seeks the services of a qualified professional architecture firm to perform design services related to rehabilitation of windows in Building 500. Building 500 on the UCD Anschutz Medical Campus, is the former Fitzsimons Army Medical Center Hospital Building. Building 500 was commissioned in 1941, it is on the State of Colorado Register of Historic Properties, and is eligible for the National Register of Historic Places. Extensive interior renovations of Building 500 have been done to accommodate programs on the new Anschutz Medical Campus, however the building’s façade has remained as originally constructed, including windows. These original windows are severely deteriorated and failing, causing enormous energy losses, and creating uncomfortable and sometimes hazardous conditions for the occupants. The windows are of specific concern as there is a Programmatic Agreement between multiple parties including the University, the State Historic Preservation Office (SHPO) and the Federal Advisory Council on Historic Preservation to maintain the exterior appearance of the building, including windows. There are a total of 1383 windows in Building 500, and they are divided into two major types; wood and steel frames, comprised of a variety of operational types and appearances. Because of the poor condition of most of the original windows, the university must address this problem as soon as possible to provide acceptable environments for the occupants, greatly improve energy efficiency, and extend the life expectancy of the building. The University will use a multi-year approach to complete this work.

The University has received one matching grant from the State Historic Fund (SHF) to rehabilitate existing wood windows, which under SHF rules, requires adherence to the United States Secretary of Interior’s Standards (Interior) for window rehabilitation. The successful Architect for this project will be preparing and submitting subsequent grants and coordinating the submittal with the SHPO to insure that the SHPO requirements and Interior’s Standards are included in any further design effort and the grant request.

The successful Architect will also assist in a 2-step prequalification process to prequalify contractors prior to bidding. The existing design prepared for the first two phases will be updated in order to prepare a full bid package for each subsequent phase of work as it gets funded. The Architect for this project will be required to assist in the evaluation of submittals and mock-ups by various contractors, to insure compliance with the SHPO and Interior Standards. The successful Architect will perform all of the design scope required in Architect/Engineer Agreement Terms and Conditions Design/Bid/Build, STATE FORM SC-5.1TC

The University also wishes to replace the steel windows as we have found it not to be feasible to rehabilitate these windows. The University plans to pursue State controlled maintenance funds to replace these windows with a window design that matches the historical appearance of the building. At some future date funding may be made available for this work and the successful consultant will design this work as well.

Minimum Requirements of the Successful Consulting Firm:
• Must have current license to practice Architecture in the State of Colorado
• Must complete and return with submittal, the Attestation form in Appendix D of this RFQ
• Design team must have completed 3 projects of in the last five years of similar size and complexity (project phase expected to range from $300K to $500K)
• Must have experience in designing and overseeing window replacement projects in historic buildings
• Must demonstrate past experience and ability to coordinate with the State Historic Preservation Office.

Project Delivery

Method of project delivery will be Design/Bid/Build, using standard State contracts, for a phased project over the course of several years. Contractors will be selected using a 2-step prequalification process.

B. SELECTION PROCESS

The selection of an architect/engineer/consultant will be conducted in accordance with the Colorado Revised Statutes, 24-30-1401 et. seq. The process will involve two stages: submittals will be screened and scored. A limited number of firms will be short listed and invited to participate in oral interviews. The [agency/institution] will attempt to negotiate a contract with the highest ranked firm following the interview segment. Following is additional information relative to the selection process:

1. **Mandatory Pre-submittal Conference:** To ensure sufficient information is available to firms preparing submittals, a mandatory pre-submittal conference has been scheduled. The intent of this conference is to tour the site and to have [agency/institution] staff available to discuss the project. Firms preparing submittals must attend and sign-in in order to have their submittals accepted. The pre-submittal conference will be held at:

   University of Colorado Anschutz Medical Campus
   Campus Services Building Room 300
   1945 Wheeling Street
   Aurora, CO 80045

   January 3, 2018 2:00 PM

2. **Architect/Engineer/Consultant’s Submittals:** Specific requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS. In order to facilitate review, five (5) copies of submittals must be provided. Submittals must be received at:

   University of Colorado Anschutz Medical Campus
   Campus Services Building Room 310
   1945 Wheeling Street, Campus Box F-4158
   Aurora, CO 80045

   Deadline for receipt (whether mailed or hand delivered) is: January 12, 2018
Late submittals will be rejected without consideration. The [agency/institution] and the State of Colorado assume no responsibility for costs related to the preparation of submittals.

3. Screening Panel/Short List: Submittals will be evaluated by a panel of individuals selected in accordance with state policies. The panel will review and score the submittals. Firms ranked the highest will be invited to an oral interview. It is anticipated no fewer than three (3) or no more than five (5) will be interviewed.

4. Oral Interviews. It is anticipated that oral interviews will be conducted on January 24, 2018. Interviews will be conducted at:

University of Colorado Anschutz Medical Campus
Campus Services Building Room 300
1945 Wheeling Street
Aurora, CO 80045

The time for interviews is to be determined. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing about the project approach proposed and in meeting the individuals who will act as the primary contacts with the [agency/institution].

C. SCHEDULE

Following is a detailed schedule of events for the RFQ process and an outline of the schedule for the balance of the project.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement</td>
<td>December 19, 2017</td>
</tr>
<tr>
<td>RFQ Document Available</td>
<td>December 19, 2017</td>
</tr>
<tr>
<td>Pre-submittal Conference</td>
<td>January 3, 2018</td>
</tr>
<tr>
<td>Date Fax/Email Questions Due</td>
<td>January 5, 2018</td>
</tr>
<tr>
<td>Date Answers Due to all Firms</td>
<td>January 8, 2018</td>
</tr>
<tr>
<td>RFQ Submittal Due</td>
<td>January 12, 2018 2:00 PM</td>
</tr>
<tr>
<td>Submittal Screening</td>
<td>January 12 to 17, 2018</td>
</tr>
<tr>
<td>A/E Interview List Released</td>
<td>January 17, 2018</td>
</tr>
<tr>
<td>A/E Oral Interviews (as scheduled)</td>
<td>January 24, 2018</td>
</tr>
<tr>
<td>Negotiation of A/E Contract</td>
<td>January 24 to 31, 2018</td>
</tr>
<tr>
<td>Contract Approval (projected)</td>
<td>February 7, 2018</td>
</tr>
<tr>
<td>Anticipated Design Start</td>
<td>February 15, 2018</td>
</tr>
<tr>
<td>Grant Submittal</td>
<td>First week of April 2018</td>
</tr>
<tr>
<td>Grant Approval / Window Replacement Design Start</td>
<td>June 2018</td>
</tr>
<tr>
<td>Window Replacement Design Complete</td>
<td>August 2018</td>
</tr>
<tr>
<td>Anticipated Construction Start/Finish</td>
<td>September 2018 to March 2019</td>
</tr>
</tbody>
</table>
II. SUBMITTAL REQUIREMENTS

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. (Note that the primary focus of the prequalification evaluation will be the firm(s) capability and the primary focus of the oral interview will be the proposed Project Management Team members capabilities.) Following are elements that will be used to evaluate each firm's qualifications:

A. PROJECT TEAM

Identify the project principal, the project manager, key staff and subconsultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project.

- Qualifications and relevant individual experience.
- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment of key staff.
- Qualifications and relevant experience of all sub-consultants.

B. FIRM/TEAM CAPABILITIES

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated? (e.g., subconsultants’ role delineated)?
- Current and projected work load.

Note: Organization charts and graphs depicting your capacity may be included.

C. PRIOR EXPERIENCE

Use this portion of your submittal to describe relevant experiences with the project type described in this RFQ document and various services to be provided.

- Experience of the key staff and firm with projects of similar scope and complexity.
- Demonstrated success on past projects of similar scope and complexity. Emphasis on coordination with SHF.
- References.

Note: Include the name and current telephone number of the owner’s project manager for every project listed.

D. PROJECT APPROACH

For the project and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- Budget Methodology/Cost Control.
  - Establish and maintain estimates of probable cost within owner's established budget.
− Control consultant contract costs
− Coordinate value engineering activities

- Quality Control Methodology.
  − Insure State procedures are followed
  − Improve energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard (current OSA energy code) and the specification of energy efficient materials, systems, and equipment
  − Insure the project is designed for durability and maintainability
- Schedule.
  − Manage the required work to meet the established schedule

E. WORK LOCATION

Describe where the prime and subconsultants will do the key work elements of this project.

- Proximity of firms office as it may affect coordination with the State’s project manager and the potential project location.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.
STATE BUILDINGS PROGRAM
PRELIMINARY SELECTION/EVALUATION FORM
ARCHITECT/ENGINEERING/CONSULTANT SERVICES

QUALIFICATION BASED SELECTION (This form is to be used in the first step, i.e. short listing, of an
architectural/engineering/consulting services selection process.)

Evaluator #:_____________________________________ Date:_________________________
Name of Firm:__________________________________________
Name of Project: Building 500 Window Repair Project #17-207232

RFQ REFERENCE
MINIMUM REQUIREMENTS       Y ____ N ____
If the minimum requirements have not been met, specify the reason(s):
_________________________________________________________________________________
_________________________________________________________________________________

Acknowledgment and Attestation included:      Y _____ N _____

SCORE (PROJECT SPECIFIC QUALIFICATIONS):

Weight² x Rating³ = Score

1. PROJECT TEAM¹
   - Qualifications and relevant individual experience.  10 x____ =____
   - Unique knowledge of key team members relating to the project.  10 x____ =____
   - Experience on projects as a team.  7 x____ =____
   - Key staff involvement in project management and on-site presence.  10 x____ =____
   - Time commitment of key staff.  6 x____ =____
   - Qualifications and relevant subconsultant experience.  5 x____ =____

2. FIRM CAPABILITIES¹
   - Are the lines of authority and coordination clearly identified  5 x____ =____
   - Are essential management functions identified?  5 x____ =____
   - Are the functions effectively integrated (e.g., subconsultants’ roles delineated?)  5 x  =____
   - Current and projected work load.  3 x____ =____

3. PRIOR EXPERIENCE¹
   - Experience of the key staff and firm with projects of similar scope and complexity.  8 x____ =____
   - Demonstrated success on past projects of similar scope and complexity.  8 x____ =____
   - References.  3 x____ =____
4. PROJECT APPROACH

- Budget methodology/cost control. \(3 \times \_ = \_\)
- Quality control methodology. \(3 \times \_ = \_\)
- Schedule maintenance methodology. \(3 \times \_ = \_\)

5. WORK LOCATION

- Proximity of firm's office as it may affect coordination with the state's project manager and the potential project location. \(2 \times \_ = \_\)
- Firm's familiarity with the project area. \(2 \times \_ = \_\)
- Knowledge of the local labor and material markets. \(2 \times \_ = \_\)

**TOTAL SCORE:** _______4

**NOTES:**

1. **Criteria:** Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter's overall qualifications.
2. **Weights:** Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.
3. **Ratings:** Evaluator to assess the strength of each firm's qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
4. **Total Score:** Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.
Appendix A1

STATE BUILDINGS PROGRAM
ORAL INTERVIEW SELECTION/EVALUATION FORM
ARCHITECTURAL/ENGINEERING/CONSULTANT SERVICES

QUALIFICATION BASED SELECTION (This form is to be used in the second step, i.e. oral interview, of an architectural/engineering/consulting services selection process.)

Evaluator #:_________________________________________ Date:_____________________
Name of Firm:_________________________________________________________________
Name of Project:___________________ Building 500 Window Repair Project #17-207232

SCORE (OVERALL QUALIFICATIONS)1: Weight² x Rating³ = Score

1. PROJECT TEAM1 __45_ x _____ = _____
2. TEAM CAPABILITIES1 __20_ x _____ = _____
3. PRIOR EXPERIENCE1 __20_ x _____ = _____
4. PROJECT APPROACH1 __10_ x _____ = _____
5. WORK LOCATION1 ___5_ x _____ = _____

TOTAL SCORE: ________4

NOTES:

1. **Criteria:** Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter’s overall qualifications.

2. **Weights:** Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.

3. **Ratings:** Evaluator to assess the strength of each firms qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)

4. **Total Score:** Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.
Appendix A2

STATE BUILDINGS PROGRAM
FINAL RANKING MATRIX

QUALIFICATION BASED SELECTION
(This form is to be used separately to rank and determine the most qualified architectural/engineering/consulting services firm for both the preliminary and interview evaluations.)

<table>
<thead>
<tr>
<th>FIRM</th>
<th>QUALIFICATIONS SCORE¹</th>
<th>CUMULATIVE² TOTAL SCORE</th>
<th>RANK³</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EVAL #1</td>
<td>EVAL #2</td>
<td>EVAL #3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:
1. Insert total score from each evaluator's PRELIMINARY SELECTION AND INTERVIEW SELECTION/EVALUATION FORMS. DO NOT combine scores of the two evaluations.
2. Add all evaluators' total scores to determine the cumulative score. NOTE: Each firm's cumulative total score should be as a percentage of the total points available.
3. Rank all firms with the highest scoring firm being the most qualified.
Appendix B

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS
Appendix C

ACKNOWLEDGEMENT AND ATTESTATION FORM

By responding to these guidelines, the respondent(s) certify that he/she has reviewed the Agreement and its Exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

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

Subscribed on ________________________ at ________________________,
Date                  City
____________________________, State of ____________________________,
County               State

________________________________  ____________________
Applicant or Corporate Officer Signature   Date

________________________________  _____________________
Witness     Date

NOTE: Use full corporate name and affix corporate seal (if available).

(Seal)
Appendix D

ARCHITECT/ENGINEER/CONSULTANT CONTRACT
(STANDARD OR CM/GC FORMAT)
STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

ARCHITECT/ENGINEER AGREEMENT DESIGN/BID/BUILD  
(STATE FORM SC-5.1)

<table>
<thead>
<tr>
<th>DEPARTMENT ID:</th>
<th>GFE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT ID #:</td>
<td>NA</td>
</tr>
<tr>
<td>PROJECT #:</td>
<td>17-207232</td>
</tr>
<tr>
<td>PROJECT NAME:</td>
<td>Building 500 Window Repair</td>
</tr>
<tr>
<td>VENDOR NAME:</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

ATTACHMENT 1  
ARCHITECT/ENGINEER AGREEMENT TERMS AND CONDITIONS  
DESIGN/BID/BUILD  
(STATE FORM SC-5.1TC)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

ARCHITECT/ENGINEER AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-5.1)

TABLE OF CONTENTS ................................................................................................................. Page(s)
(TABLE OF CONTENTS for entire agreement located in ARCHITECT/ENGINEER AGREEMENT TERMS AND CONDITIONS, SC-5.1TC)

RECITALS ........................................................................................................................................ 1
ARTICLE 1. BASIS OF COMPENSATION ......................................................................................... 2
  1.1 PAYMENT ............................................................................................................................... 2
    1.1.1 Total Compensation ........................................................................................................ 2
    1.1.2 Monthly Payments .......................................................................................................... 2
  1.5 CONDITION PRECEDENT ...................................................................................................... 2
    1.5.1 Sufficient Funding .......................................................................................................... 2
ARTICLE 2. REIMBURSABLE EXPENSE .................................................................................... 3
  2.1 REIMBURSEMENT .................................................................................................................. 3
    2.1.1 Basic and Additional Services ....................................................................................... 3
    2.1.2 Items for Reimbursement .............................................................................................. 3
ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER ................................................... 4
  3.1 THE SERVICES ....................................................................................................................... 3
    3.1.1 Professional Services ...................................................................................................... 3
  3.2 DEVELOPMENT OF THE PROJECT ..................................................................................... 4
    E. BIDDING PHASE .................................................................................................................. 4
    E.6 Copies of Documents .......................................................................................................... 4
ARTICLE 11. MISCELLANEOUS PROVISIONS ........................................................................ 4
  11.11 DESIGNATED REPRESENTATIVES .................................................................................... 4

SIGNATURE APPROVALS .................................................................................................................. 5

EXHIBITS:
A. Architect/Engineer Proposal (Including Design Services Schedule and Certificates of Insurance)
B. Wage Rates Schedule
E. Design Program/Facility Program Plan (if applicable) Not Applicable
F. Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work)
G. CU Denver Supplementary Terms and Conditions for Architect/Engineer Agreement
H. Service Disabled Veteran / Minority/Women Owned Business Enterprise Participation Report
STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM  

ARCHITECT/ENGINEER AGREEMENT DESIGN/BID/BUILD  
(STATE FORM SC-5.1)  

Department ID: GFE Contract ID #: NA Project #: 17-207232  

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver | Anschutz Medical Campus, hereinafter referred to as the Principal Representative, and (vendor name) having its offices at (vendor address) hereinafter referred to as the Architect/Engineer.  

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 Architect/Engineer for any performance hereunder or be bound by any provision hereof prior to the Effective Date.  

RECITALS:  

WHEREAS, the Principal Representative intends to Building 500 Window Repair 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, the State has Appropriated and the Principal Representative has been authorized to expend the total sum of ________________ Dollars ($__________) for this project including all professional services, construction/improvements, project contingencies, furnishings, movable equipment, reimbursable expenses and miscellaneous expenses; and  

WHEREAS, funds are available for only a portion of the services defined herein, as more fully described in the funding Condition Precedent clause in Article 1.5  

WHEREAS, the Principal Representative has established the Fixed Limit of Construction Cost in the amount of ________________ Dollars ($__________), and  

WHEREAS, the ARCHITECT/ENGINEER was selected and determined to be the most qualified, and fees negotiated in accordance with the provisions of Section 24-30-1401, C.R.S. as amended, and  

WHEREAS, this is a phase one waived contract, waiver number 175 Architect/Engineer Agreement for Capital Construction Form (SC-5.1).  

ENTIRE AGREEMENT – The entire contract consists of the Architect/Engineer Agreement (SC-5.1) and Attachment 1, the Architect/Engineer Terms and Conditions (SC-5.1TC) incorporated
herein by reference. The ARCHITECT/ENGINEER acknowledges having reviewed and accepted the Architect/Engineer Agreement Terms and Conditions (SC-5.1TC).

NOW, THEREFORE,

The Principal Representative and the Architect/Engineer, for the considerations hereinafter set forth, agree as follows:

**ARTICLE 1. BASIS OF COMPENSATION**

1.1 PAYMENT

1.1.1 The total compensation for Basic Services fees (B through F), including a lump sum price for Reimbursable Expenses and, if applicable, Pre-Design and Post Construction Services fees (A and/or G), shall be allocated as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.  Pre-Design Phase (if applicable)</td>
<td></td>
</tr>
<tr>
<td>B.  Schematic Design Phase</td>
<td></td>
</tr>
<tr>
<td>C.  Design Development Phase</td>
<td></td>
</tr>
<tr>
<td>D.  Construction Documents Phase</td>
<td></td>
</tr>
<tr>
<td>E.  Bidding Phase</td>
<td></td>
</tr>
<tr>
<td>F.  Contract Administration Phase</td>
<td></td>
</tr>
<tr>
<td>G.  Post Construction Phase (if applicable)</td>
<td></td>
</tr>
<tr>
<td>H.  Reimbursable Expenses (Not to Exceed)</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL COMPENSATION** $0.00

1.1.2 Payments to the Architect/Engineer shall be made monthly based upon Architect/Engineer's performance and progress, through a properly executed Application for Payment (SC-7.1). Payments shall be due per § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of the Applications for Payment.

1.5 CONDITION PRECEDENT

1.5.1. At the time of the execution of this Agreement, there are sufficient funds budgeted and appropriated to compensate the Architect/Engineer only for performance of the services through and including Article 3.2.A Pre-Design Phase and Article 3.2.B Schematic Design Phase. Therefore, it shall be a Condition Precedent to the Architect/Engineer’s performance of the remaining services specified in Article 3.2.C Design Development Phase, Article 3.2d Construction Documents Phase, Article 3.2.E Bidding Phase And Article 3.2.F Contract Administration Phase contract Administration Phase and the State's liability to pay for such performance, sufficient funding must be appropriated and made available to the Principal Representative for the Project prior to July 15, 2018 and, as a further Condition Precedent, a written Amendment is entered into in accordance with the State of Colorado Fiscal Rules, stating that additional funds are lawfully available for the project. If either Condition Precedent is not satisfied by July 15, 2018, the Architect/Engineer's obligation to perform services for (scope of work) Article 3.2.C Design Development Phase, Article 3.2d Construction Documents Phase, Article 3.2.E Bidding Phase And Article 3.2.F Contract Administration Phase and the State's obligation to pay for such service is discharged without liability to each other. If funding is
eventually made available after July 15, 2018, the Architect/Engineer has no right to perform services under Article 3.2.C Design Development Phase, Article 3.2d Construction Documents Phase, Article 3.2.E Bidding Phase And Article 3.2.F Contract Administration Phase (article referencing scope of work) of this Agreement and the state has no right to require the Architect/Engineer to perform the said services.

ARTICLE 2. REIMBURSABLE EXPENSE

2.1 REIMBURSEMENT

2.1.1 Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect/Engineer and its employees, associate Architect/Engineer, and consultants in the interest of the Project. Pay requests for reimbursable expense shall be submitted with receipts, statements, or other acceptable supporting data. The Architect/Engineer understands and agrees that a certain dollar amount as enumerated in line H of paragraph 1.1.1 has been established as a maximum amount to be paid for all reimbursable expenses.

2.1.2 The Architect/Engineer shall be reimbursed for:

(a) In accordance with the provisions of paragraph 3.2.E.6 (d) of this Agreement, for all copies over (____) of the Construction Documents which are provided for the project.

(b) The costs of all items furnished by the Architect/Engineer in accordance with paragraphs 5.1.1 (d) and (e) of the Architect/Engineer Agreement Terms and Conditions Design/Bid/Build SC-5.1TC) as requested by the Principal Representative.

(c) Fees of special consultants if their employment is authorized in advance by the Principal Representative for other than the required architectural, structural, mechanical, electrical and civil engineering services; landscaping, if any; space planning/interior layout; and any other services included in this Agreement.

(d) Expense of data processing and photographic production techniques when used in connection with Additional Services.

(e) Expense of long distance telecommunication related to the performance of Basic Services.

(f) Expense of renderings, models and mock-ups requested by the Principal Representative other than those described in the designated services.

(g) Expense of mail, deliveries, mileage for local travel other than that necessary for the performance of Basic Services, and expense travel for special consultants as per Article 3.1 Basic Services of Architect/Engineer. Reimbursement of travel expenses is to be based on reasonable and necessary travel costs within the limits of State/Federal per diem rates as published in the travel section of the State Controller's Fiscal Rules, Meal and Incidental Per Diem Rates, Appendix A1.

(h) Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Principal Representative in excess of that required in Article 8.

(i) Other expenses as approved in writing by the Principal Representative and State Buildings Program.
ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER

3.1 THE SERVICES

3.1.1 For services in connection with the design of a funded project, the Architect/Engineer promises to perform the professional services for the contemplated project as delineated in the proposal letter dated [date], submitted by the Architect/Engineer, which is attached hereto and made a part hereof by reference as Exhibit A. In addition, the Architect/Engineer promises to perform the professional services as set forth in Terms and Conditions (SC-5.1TC) 3.2 A, B, C, D, E, F and G.

3.2 DEVELOPMENT OF THE PROJECT

E. BIDDING PHASE

.6 The Architect/Engineer shall furnish copies of the Construction Documents as follows, subject to limitations hereinafter set forth:

(a) For Bidding Documents: (______) sets to insure distribution among prime contractors and subcontractors in accordance with the advertisement for bids.

(b) For Contract Documents: The Principal Representative will require up to (______) sets. The Contract Documents bearing the seal and the signature of the Architect/Engineer and the appropriate responsible professional Engineering Consultants are to be signed by the Contractor and the Principal Representative at the Contractor’s contract signing conference. The Architect/Engineer acknowledges that prior to the contract signing conference and State Buildings Program authorizing the Notice to Proceed State Form SBP-6.26, a Letter of Compliance must be obtained from the State’s Code Review Agent verifying that the contract Documents and all addenda, value engineering recommendations and all other changes to the bidding documents are in compliance with the applicable codes as adopted by State Buildings Program as indicated in Exhibit C.

(c) For Construction: Each prime contractor shall be furnished with (______) sets or partial sets of the Contract Documents to insure prompt prosecution of the work.

(d) (______) complete sets of drawings and specifications shall be the maximum required to be furnished by the Architect/Engineer. The Principal Representative will pay for all other sets of documents or partial sets of documents required at the cost of reproduction.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.11 DESIGNATED REPRESENTATIVES, The Principal Representative and the Architect/Engineer authorize the following individuals to act on their behalf as Designated Representatives and points of contact as described in paragraphs 3.1.4 and 5.1.1(b);

For the Principal Representative:          For the Architect/Engineer:
SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for Architect/Engineer hereby swear and affirm that they are authorized to act on Architect/Engineer’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.**

Project Name/Number: Building 500 Window Repair Project #17-207232
Contract ID No.: _______________________________________________________________________

THE ARCHITECT/ENGINEER

STATE OF COLORADO, acting by and through: the Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver | Anschutz Medical Campus

By: Michael J. Barden, Director of Facilities Projects
Date: ________________________________________________________________________________

*Signature

By: ________________________________________________________________________________

Name (print) Title

Date: ________________________________________________________________________________

APPROVED

DEPARTMENT OF PERSONNEL & ADMINISTRATION
STATE BUILDINGS PROGRAM
State Architect (or authorized Delegate)

By: Todd Akey, Associate Director of Facilities Projects, Delegate
Date: ________________________________________________________________________________

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

CRS §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: ________________________________________________________________________________

Amy Gannon, Associate Vice Chancellor for Financial Services and Controller or Delegate
Date: ________________________________________________________________________________
ARCHITECT/ENGINEER AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-5.1)

EXHIBIT A

ARCHITECT/ENGINEER PROPOSAL
(including Design Services Schedule and Certificates of Insurance, attached)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

ARCHITECT/ENGINEER AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-5.1)

EXHIBIT E

DESIGN PROGRAM/FACILITIES PROGRAM PLAN
(attached, if applicable)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

ARCHITECT/ENGINEER AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-5.1)

EXHIBIT F

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS (required at contract signing prior to commencing work, attached)
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 of ________, 20__.

VENDOR:

_________________________________________________________
Vendor Full Legal Name

BY

__________________________
Signature of Authorized Representative

__________________________
Title
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

ARCHITECT/ENGINEER AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-5.1)

EXHIBIT G

SUPPLEMENTARY TERMS AND CONDITIONS FOR ARCHITECT/ENGINEER AGREEMENT
Supplementary Terms and Conditions for Architect/Engineer Agreement
for Design/Bid/Build Contracts (SC 5.1 and SC 5.1TC) and CMGC Contracts (SC 5.2)

Board of Regents of the University of Colorado
University of Colorado Denver

The following Terms and Conditions shall augment or modify this Architect/Engineer Agreement.

For Design/Bid/Build Contracts (SC 5.1 and SC 5.1TC):

ARTICLE 3. BASIC SERVICES OF THE ARCHITECT/ENGINEER

Section 3.2 DEVELOPMENT OF THE PROJECT - Add the following

3.2.B.3 (k) Issued acknowledgement of requirement to follow the University of Colorado Denver Guidelines and Standards for Design and Construction Projects (current at the time of the signed Agreement) for new construction and renovations and include submitted and approved Requests for Variance.

3.2.C.1 (i) Issued acknowledgement of requirement to follow the University of Colorado Denver Guidelines and Standards for Design and Construction Projects (current at the time of the signed Agreement) for new construction and renovations and include submitted and approved Requests for Variance.

3.2.D.1 (d) Issued acknowledgement of requirement to follow the University of Colorado Denver Guidelines and Standards for Design and Construction Projects (current at the time of the signed Agreement) for new construction and renovations and include submitted and approved Requests for Variance.

Section 3.2 DEVELOPMENT OF THE PROJECT – Replace 3.2.E.6 (b) as follows:

3.2.E.6 (b) For Contract Documents: The Principal Representative will require up to (3) sets bearing the seal and the signature of the Architect/Engineer and the appropriate responsible professional Engineering Consultants. The Architect/Engineer acknowledges that prior to the State Buildings Programs authorizing the Notice to Proceed State Form SBP-6.26, a Letter of Compliance must be obtained from the State’s Code Review Agent verifying that the contract Documents and all addenda, value engineering recommendations and all other changes to the bidding documents are in compliance with the applicable codes as adopted by State Buildings Programs as indicated in Exhibit C.

For CMGC Contracts (SC 5.2):

ARTICLE 1 BASIC SERVICES OF THE ARCHITECT/ENGINEER

Section 1.4 SCHEMATIC DESIGN PHASE – Add the following:

1.4.8.5 Issued acknowledgement of requirement to follow the University of Colorado Denver Guidelines and Standards for Design and Construction Projects (current at
the time of the signed Agreement) for new construction and renovations and include submitted and approved Requests for Variance.

Section 1.5 DESIGN DEVELOPMENT PHASE – Add the following:

1.5.5.3 Issued acknowledgement of requirement to follow the University of Colorado Denver Guidelines and Standards for Design and Construction Projects (current at the time of the signed Agreement) for new construction and renovations and include submitted and approved Requests for Variance.

Section 1.6 CONSTRUCTION DOCUMENTS PHASE – Add the following:

1.6.4.5 Issued acknowledgement of requirement to follow the University of Colorado Denver Guidelines and Standards for Design and Construction Projects (current at the time of the signed Agreement) for new construction and renovations and include submitted and approved Requests for Variance.

Section 1.7 BIDDING PHASE – Replace 1.7.3.2 as follows:

1.7.3.2 For Contract Documents: The Principal Representative will require up to (3) sets bearing the seal and the signature of the Architect/Engineer and the appropriate responsible professional Engineering Consultants. The Architect/Engineer acknowledges that prior to the State Buildings Programs authorizing the Notice to Proceed State Form SBP-6.26, a Letter of Compliance must be obtained from the State’s Code Review Agent verifying that the contract Documents and all addenda, value engineering recommendations and all other changes to the bidding documents are in compliance with the applicable codes as adopted by State Buildings Programs as indicated in Exhibit C.

For Design/Bid/Build Contracts (SC 5.1 and SC 5.1TC) and CMGC Contracts (SC 5.2):

Section 7.2 AS-BUILT DRAWINGS / RECORD DRAWINGS - Add the following paragraph:

7.2.2 As-built drawings and record drawings, together with their as-built specifications and auxiliary files, recorded on electronic media, shall conform to the standards found in the Guidelines And Standards For Design And Construction Projects; PART 1.0 - POLICIES PROCEDURES AND RESPONSIBILITIES

ARTICLE 8.1 COMMERCIAL GENERAL LIABILITY - Replace Article 8.1 as follows:

The term University, University of Colorado, University of Colorado Denver, Principal Representative, are the interchangeable for this replacement of article 8.1.

For purposes of this supplement “Contractor” as used herein shall mean, as appropriate to the State Contract form being used, Architect/Engineer, or Consultant.

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under which 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 sub-consultants 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** – Occurrence Form – ISO CG 0001 or equivalent.
   Coverage to include:
   - Premises and Operations
   - Personal / Advertising Injury
   - Products / Completed Operations
   - Liability assumed under an Insured Contract (including defense costs)
   - Broad Form Property Damage

   General Aggregate $2,000,000
   Products/Completed Operations Aggregate $2,000,000
   Each Occurrence Limit $1,000,000
   Personal/Advertising Injury $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: The Regents of the University of Colorado, a Body Corporate are named as Additional Insured (ISO Form CG 2010, or equivalent). Further, all policies of insurance shall include a Separation of Insureds Clause (Cross Liability).

2. **Automobile Liability**

   Bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this contract.

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

3. **Workers Compensation and Employers’ Liability**
   - Statutory Benefits (Coverage A)
   - Employers Liability (Coverage B)

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

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 Sole Proprietor Waiver Letter.

4. Professional Liability (Errors and Omissions) for Contractor
(Appplies to SC-5.3 if contract is for one of the following professional pre-design services such as; geotechnical investigation and reporting, environmental assessment or land surveying or for construction administrative services such as material testing, then the following Professional Errors and Omissions Liability Insurance coverage applies.)

- 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

**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. Professional Liability is acceptable on a claims-made basis.

2. On insurance policies where the Principal Representative is named as an additional insured, the Principal Representative shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.

3. The Contractor shall provide the Principal Representative a Certificate of Insurance Form evidencing all required coverages, prior tocommencing work or entering Principal Representative Premises. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.

4. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
5. **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.

6. Contractor’s insurance carrier should possess a minimum A.M. Best’s Insurance Guide rating of A- VI.

7. Provide a minimum of 30 days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the contract.


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.

**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 11. MISCELLANEOUS PROVISIONS**

Delete the following section except for Projects that are ARRA funded:

11.19 **STATEWIDE CONTRACT MANAGEMENT SYSTEM**

Add the following Section:

11.26 **UNIVERSITY OF COLORADO DENVER POLICY ON SEXUAL HARASSMENT**

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

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

11.26.3 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.

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

11.26.5 All costs and time associated with obtaining a University security badge for employees working on campus shall be borne by the Employer.

EXHIBIT C  APPROVED STATE BUILDING CODES (Exhibit A of the Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections) - Add the following requirements:

The Manual of Guidelines and Standards for Design and Construction Projects (use most current version) - website location:

(www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/GuidelinesStandards.aspx)

Health and Safety Standards for Ventilation Systems;
Biomedical and Animal Research Facilities Design Policies and Guidelines, National Institutes of Health, Aug 2010 and subsequent published revisions; Available at http://orf.od.nih.gov/PoliciesAndGuidelines/;

Biosafety in Microbiological and Biomedical Laboratories (BMBL, 5th edition, 2009);

ILAR Guide for the Care and Use of Laboratory Animals (8th ed, 2011); International Building Code (IBC);
IH Guidelines for Research Involving Recombinant DNA Molecules (NIH Guidelines);

Uniform Federal Accessibility Standards (UFAS); other guidance to consider:


Colorado Rules and Regulations pertaining to Radiation Control, 6 CCR 1007 Part 1-20.


Last edition of "Guide for Care and Use of Laboratory Animals."

UCD Campus Standard Biosafety Level (BL3) Construction Standards.

The National Fire Protection Standards, 45, 72 latest addition.

City of Aurora Asphalt and Paving Standards (latest edition).
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

ARCHITECT/ENGINEER AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-5.1)

EXHIBIT H

SERVICE DISABLED VETERAN/MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION REPORT
TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT, EACH CONTRACTOR (INCLUDING ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR) IS REQUESTED TO COMPLY WITH THESE REQUIREMENTS.

I. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies that the (company) (joint venture) (is) (is not)* a service-disabled veteran-owned enterprise as defined in this report. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies that the (company) (joint venture) (is) (is not)* a minority enterprise as defined in this report. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies the (company) (joint venture) (is) (is not)* a woman-owned business enterprise as defined. (*Strike out where inapplicable.)

*Persons signing hereby swear and affirm that they are authorized to act on Architect/Engineer/Consultant/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

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR

Legal Name of Contracting Entity

*Signature

By: ________________________________
Name (print) ________________________________
Title ________________________________
Date: ________________________________

II. It is the general policy of the State of Colorado to be as inclusive as possible to all member communities when spending taxpayer dollars. It is also the intent of the State to address the goals of the HB14-1224 | CRS 24-103-211 of at least 3% of all contracts by dollar value to be awarded to SDVOSBs.

III. REQUIREMENTS

A. Service-Disabled Veteran-Enterprise (SDVE) means for the purpose of this report, a business who must be incorporated or organized in Colorado or they must maintain a place of business or have an office in Colorado and who are officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs (www.vip.vetbiz.gov) per CRS 24-103-211

B. Minority Business Enterprise (MBE) means, for the purpose of this report, a business enterprise at least 51 percent that is owned and controlled by minority group members, or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned and controlled by minority group members. Eligible persons are expected to be engaged full time in the day-to-day operation and management of the business. Minority group members are ethnic minorities including African American, Hispanic American, Native American or Asian/Pacific American.

C. Women Business Enterprise (WBE) means, for the purpose of this report, a business enterprise of at least 51 percent of which is owned and controlled by a woman or women, or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned and controlled by women. Women are expected to be engaged full time in the day-to-day operation and management of the business.

D. The University of Colorado Denver does not have a certification process for nor does it require MBE's and WBE's to be certified.
E. The percentages of service-disabled veteran, minority and women-owned business participation will be determined by dollar value of the work subcontracted to or joint ventured with service-disabled veteran, minority, and women-owned firms, as compared to the total dollar value of the bid amount for all work bid under this contract.

F. Prior to the award of this contract, the contractor will be required to provide to the Principal Representative a list of SDV/M/WBE enterprises, stipulating the dollar amount of each subcontract or supplier of materials on page 2 of this Service-Disabled Veteran, Minority and Women Business Enterprises Participation Report.

G. The contractor will retain records and documents showing the level of participation for two years following completion of this contract. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by an authorized representative of the Principal Representative, or its designated representatives, and will be submitted to such representatives upon written request.

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR:

<table>
<thead>
<tr>
<th>SDVOE:</th>
<th>MBE:</th>
<th>WBE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

Total Contract Amount: $ _______

<table>
<thead>
<tr>
<th>Name and Address of SDV/M/WBE Subcontractors and/or Suppliers and/or Self-Performed Work by SDV/M/WBE Primes*</th>
<th>SDVE Contract Amounts</th>
<th>MBE Contract Amounts</th>
<th>WBE Contract Amounts</th>
<th>Type of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor to complete this table</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Indicate ethnicity based on Paragraph III. A. above.

Total SDVE Contracts $ _____________________
Total MBE Contracts: $ _____________________
Total WBE Contracts: $ _____________________
Total SDVE %: _____________________
Total MBE %: _____________________
Total WBE %: _____________________