REQUEST FOR QUALIFICATIONS
FOR
CONSULTING SERVICES

For The
University of Colorado Denver (GFE)

For The
Anschutz Medical Campus Master Plan – Phase 2
REQUEST FOR QUALIFICATIONS
FOR
MASTER PLANNING CONSULTING SERVICES

For The Anschutz Medical Campus Master Plan – Phase 2

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REQUEST FOR QUALIFICATIONS
State of Colorado
University of Colorado Denver

Project No: 501877
Project Title: Anschutz Medical Campus Master Plan – Phase 2

Project Description:
The University of Colorado Denver desires to procure services to develop the phase 2 master plan update for the Anschutz Medical Campus located in Aurora, Colorado. The ten-year master plan will address both Fitzsimons site and Anschutz Medical Campus conditions. Generally, the selected firm will develop concepts that address land use; parking; transportation and circulation; site development; program zones and physical connections; energy, utility and infrastructure, with a view to continuing the transition to sustainability; and the University’s impact on adjacent municipalities in terms of education, research and health care development and economic growth.

For further information on this project, please go to the Notice posted on [http://www.gssa.state.co.us/CDNotices](http://www.gssa.state.co.us/CDNotices).

Pre-Submittal Meeting: An Informational Pre-Submittal Meeting will be held on 12/12/2011 at 11:00 am (MST) in the Education 2 North Building, 1st Floor, Room P28-1107 on the Anschutz Medical Campus, Aurora, Colorado ([http://www.ucdenver.edu/about/departments/FacilitiesManagement/ParkingMaps/Pages/MapsInformation.aspx](http://www.ucdenver.edu/about/departments/FacilitiesManagement/ParkingMaps/Pages/MapsInformation.aspx))

Point of Contact: Margo Waite, University of Colorado Denver, Phone: 303-724-1419, Fax: 303-724-0931, Email: Margo.Waite@ucdenver.edu

The RFQ will be available on-line at [http://www.gssa.state.co.us/CDNotices](http://www.gssa.state.co.us/CDNotices) on Friday, December 2, 2011.

Media of Publication(s): The Daily Journal, SCUP ([www.scup.org](http://www.scup.org))
Publication Dates: December 5, 2011

NOTES TO EDITOR: Transmit two (2) copies of the Affidavit of Publication, and invoice, to:

UCD Facilities Projects
Attn: Facilities Controller
1945 N. Wheeling Street, Mail Stop F418
Aurora, Colorado 80045
I. INTRODUCTION

A. PROJECT DESCRIPTION

The University of Colorado Denver desires to procure services to develop the phase 2 master plan update for the Anschutz Medical Campus located in Aurora, Colorado. The ten-year master plan will address both Fitzsimons site and Anschutz Medical Campus conditions. Generally, the selected firm will develop concepts that address land use; parking; transportation and circulation; site development; program zones and physical connections; energy, utility and infrastructure, with a view to continuing the transition to sustainability; and the University’s impact on adjacent municipalities in terms of education, research and health care development and economic growth.

The Fitzsimons Site and Anschutz Medical Campus

The University of Colorado Denver is comprised of two campuses: the Denver campus which includes facilities on the Auraria Higher Education Center in downtown Denver and the Anschutz Medical Campus located on the former Fitzsimons Army Medical Garrison in northwest Aurora, eight miles east of downtown Denver. Today, the campus, including University of Colorado Hospital and Children’s Hospital Colorado, totals 232 acres. In addition, there is an adjacent 184 acre Colorado Science and Technology Park at Fitzsimons, which is affiliated with the university. The campus is located in close proximity to two of the university’s major clinical affiliates, University of Colorado Hospital and Children’s Hospital Colorado. With more than 10,000 faculty, staff, and students, the campus houses four schools, (1) Dental Medicine, (2) Medicine, (3) Pharmacy, (4) Public Health, and one college, the College of Nursing. The Graduate School also has an office on this campus.

In 1994, the U.S. Congress closed the Fitzsimons Army Medical Garrison in Aurora, Colorado, and the property at Fitzsimons was conveyed to the U.S. Department of Education. Approximately 227 acres, at no cost, were then transferred to the University of Colorado to build a new academic health center. In fall of 1997, the University of Colorado Board of Regents voted to move the entirety of the health sciences disciplines to the former Fitzsimons Army Medical Garrison. The University of Colorado Hospital Board of Directors also approved the move of the hospital to the Fitzsimons site. In 1998, the first move of administrative units into the partially renovated former Army hospital (Building 500) occurred. Construction of new buildings for the campus began in 1999, and the first move of personnel into newly constructed buildings at the site began in June 2004. By January 2009, the move from the former health sciences campus in Denver to the Fitzsimons site was completed.

The investment by the university and the affiliated hospitals in facilities at the Fitzsimons site has totaled more than $2.1 billion - between 1997 and 2011, the university completed almost $1 billion in construction and renovation. In recognition of the role played by the largest gifts from an individual donor, businessman Philip Anschutz, the new campus was renamed the Anschutz Medical Campus in November 2007.

The Anschutz Medical Campus currently occupies approximately 3 million gross square feet, supporting:
1. Education, including classrooms, class laboratories, and support space;
2. Health care, including all typical hospital and ambulatory medical services;
3. Research; and
4. Campus support offices and general physical plant operations.

In 1998, the University of Colorado Denver and the University of Colorado Hospital Authority underwent a master planning exercise for a project of unprecedented proportion: the institutions were to move education, research, service and patient care programs from a campus at 9th Avenue and Colorado Boulevard in Denver to the site of the former Fitzsimons Army Garrison in adjacent Aurora. The master plan, updated several times through 2002, represented the realization of the new medical campus in Aurora.

A decade has passed since the last major update and the University has decided to update its master plan. Several significant transpirations have had or will have enormous impact on the campus. A second major hospital, Children’s Hospital Colorado, relocated to the campus and construction is now underway to move a third, the Veteran’s Administration Denver Replacement Medical Facility hospital, to the site. In the time since 1998, the Fitzsimons Redevelopment Authority, which manages development on the north half of the site, has undertaken a significant strategic planning effort of its own while a downturn in the economy has slowed anticipated development in that area of the site. Also, during the past decade, the Regional Transportation District has begun a network of light rail in the Denver metropolitan area which has the promise of transforming transportation in the area, a spur of which is planned to cross through the site. Perhaps the most significant change from 1998 assumptions has been the magnitude of the financial success of the campus, which has in turn accelerated development at a pace well beyond the original vision.

Development on the entire Fitzsimons site has grown from 6.4 million square feet at initial build-out to 8.2 million square feet projected to be completed in 2012. At full build-out, the development could reach approximately 18 million square feet.

Although the master plan for the campus in 1998 involved two primary site stakeholders, today there are at least seven. The University of Colorado Denver, the University of Colorado Hospital and Children’s Hospital Colorado form the Anschutz Medical Campus at the center of the site bounded by Colfax Avenue on the south, Peoria Street on the west and Montview Boulevard on the north. Surrounding that campus are the new Veteran’s Administration Denver Replacement Medical Facility, the Fitzsimons Redevelopment Authority, the University Physicians, Inc. facility and the City of Aurora. The update to the Master Plan will include the participation of all Fitzsimons stakeholders.

**Objectives of the Master Plan**

The campus master planning process provides the opportunity for an academic community at the Anschutz Medical Campus to assess its current condition and needs and to create a vision to prepare for the future. The University of Colorado Denver anticipates contracting with a qualified consultant to chart a course for the development of its campus land and facilities in preparation for the future. Development of the master plan will be an inclusive process that fosters participation by and facilitates support from both the internal college constituencies, Fitzsimons site stakeholder institutions, the city of Aurora, and the external community at large. The plan includes recommendations for five-year (2017), ten-year (2022) and final development of the campus. The master plan will be comprehensive in form and style, putting forth plans and recommendations for the various planning horizons that will:

- Define and analyze the Fitzsimons site and campus’ physical assets and provide a plan to enhance its appearance through:
  - Landscape
  - Define future land use
- Infrastructure
- Vehicle and pedestrian circulation
- Integrated transportation planning
- Consideration of future land use options consistent with the campus’ educational, research and clinical priorities
- Safety and security
- Access to site, campus and facilities

- Analyze the campus’ utilization of space and facilities - its classroom, instructional and research laboratory, support, office resources, and clinical facilities and propose options for increasing the efficiency of use for those resources in terms of:
  - Analysis of space utilization and efficiency
  - Overall space needs
  - Projected enrollments
  - Projected faculty and staff
  - Class scheduling
  - Projected research growth
  - Projected clinical program development

- Analyze the Fitzsimons site and campus’s utility infrastructure and provide a plan to correct deficiencies and implement its expansion

- Analyze the current vehicle and pedestrian traffic densities and patterns and provide a plan for:
  - Future vehicle traffic circulation in and around the Fitzsimons site and campus
  - Creatively addressing the mitigation of pedestrian and vehicle conflicts within the Fitzsimons site and the Anschutz Medical Campus
  - Identifying parking and transportation needs and means of public access

- Provide a plan for campus signage and way finding including:
  - Plan indicating specific locations for campus way-finding signage including directional signage

- Strengthen the linkage between future facility development and specific institutional goals and priorities

The master plan update study is occurring in two phases. Phase 1 of the study, to be completed December 2011, collectively reviews site development assumptions and framework principles, identifies significant current and emerging physical issues and aggregates existing planning information from the site-wide stakeholders. Results of the Phase 1 study will provide the baseline information and starting point necessary to guide the more detailed phase 2 analyses.

The scope for the phase 2, the purpose of this RFQ, includes site-wide analyses/plans for parking, integrated transportation, vehicular and pedestrian circulation, including roadways; an update of major site physical framework principles including organization, open space, connections, densities, gateways and landscape; and a review site infrastructure development requirements including drainage, sanitary and storm sewer, electrical, site security.

The phase 2 analysis scope also includes a detailed 10-year master plan component specifically for the Anschutz Medical Campus property owned by the University of Colorado Denver. Based upon the site-wide planning analyses/framework, the University’s plan component, to be reviewed and approved by the Board of Regents and the Colorado Department of Higher Education, will include an analysis of projected
program and space needs for academic, research, clinical and support programs; an update of the campus physical and infrastructure plans, based on the corresponding site study information; and the identification of phased development options and cost analysis for the development plan options.

A summary of the master plan scope components is provided in the following diagram. The scope elements for the Phase 2 plan are highlighted in yellow.

Please refer to the following web page for (1) additional detailed project scope information; and (2) the working draft copy of the phase 1 master plan report:

http://www.ucdenver.edu/about/departments/InstitutionalPlanning/Pages/AboutUs.aspx

**Deliverables and Process**

Generally, it is expected that the plan will produce the following minimum documents:

- **Core Services**
  - Planning Studies for Fitzsimons Site
• Site Parking Plan

• Circulation and Integrated Transportation Plan
  Provide a plan for in and around the Fitzsimons site and Anschutz Medical campus including:
  ▪ Public access
  ▪ Vehicle movement around the site and campus edges including the park and ride concept.
  ▪ Vehicle and pedestrian movement within the site and campus
  ▪ Linkage of circulation plan with traffic patterns of the city of Aurora
  ▪ Identification of deficiencies in traffic flow and specific proposals for eliminating them in terms of visual enhancements, signalization, street improvements, etc.
  ▪ Emergency and service access to site and buildings
  ▪ Location and size of proposed surface and garage parking resource
  ▪ Alternative transportation and connectivity
  ▪ Future transit and public transportation linkages and networks

• Fitzsimons Site Infrastructure

• Physical Development Framework for the Fitzsimons Site

  o The Anschutz Medical Campus Master Plan

This portion of the plan needs to meet the requirements of the Colorado Department of Higher Education and the University of Colorado Board of Regents

  ▪ Program Requirements – Current and 10-year Projected
    ▪ Academic
    ▪ Research
    ▪ Clinical
    ▪ Support

  ▪ Space and Facility Requirements

  ▪ Physical Plan
    ▪ Planning options integrating all of the major planning issues and providing direction for the future physical development of the campus. The final format may be broken down into smaller area “zones”. A phased time line for implementing the plan showing specific projects and their respective costs will accompany the physical plan.
    ▪ Campus land use plan indicating proposed campus program zoning and building sites.
    ▪ The physical plan will include a phased development entire site Illustrative Plan component showing: building sites/locations/relationships/densities, access roads and parking, open space, campus gateways and image projection and circulation.
    ▪ Vehicle, pedestrian/bicycle circulation
• Campus parking plan.

• Utilities infrastructure plan
  • Plan identifying electrical, water, gas, telecommunications, data, sanitary sewer and storm sewer utilities requirements. The plan will include a green infrastructure/sustainability component addressing: landscape, storm water management and treatment, water use/re-use/conservation, open space, edges and perimeters, renewable power options and backup, and other ‘green’ technologies that foster energy conservation and sustainability.

  o Process Presentations

  o Final Presentation. Publish the final plan in both hard copy and electronic formats, with a summarized version of the master plan in full color, brochure format. Publish a dynamic and interactive web based version of the final documents, capable of tracking and reporting future progress of the specific projects recommended in the campus master plan.

• Ancillary Services

  o Fitzsimons site and campus way-finding plan. Provide a way finding plan for site and campus addressing the dynamic character and circulation needs. The plan will indicate the location of specific signage and a time line for implementation showing specific projects and their respective costs.

  o Update Campus Design Guidelines. Emphasize salient architectural features of the campus and provide verbal and graphic recommendations for maintaining the visual character in future campus development. Include specific materials, colors and architectural styles.

It should be noted that when the project costs are negotiated, the consultant will be required to provide proportionate cost splits for all participating institutional stakeholder institutions.

Qualifications

The minimal requirements/factors which will be considered in evaluation of qualifications will be as follows.

• Experience in creating high quality academic health science campus master plans - Submittals will be evaluated according to demonstrated experience in successful planning of complex medical campus or other comparable, large institutional environments. Particular credit will be given to experience with existing environments similar to the Anschutz Medical Campus.

• Demonstrated planning creativity and excellence -- Proposals should illustrate strong capability to respond to particular site-wide and specific campus planning issues. Proven capability to assess extant situations quickly, communicate effectively, and project powerful and innovative solutions will be important qualifications for this consultant. Demonstration of campus master planning recognition and capabilities for creative innovation should be evident in submittals.
• Technical expertise - Submittals should document availability of consultants with very specialized technical expertise in traffic, parking, circulation, utilities infrastructure design, landscape design, way finding, etc.

• Creativity and qualifications of key individuals -- Proposals will be evaluated carefully in terms of exactly what personnel will be committed to this project and what their qualifications are for producing a successful campus master plan.

• Organization and project approach -- Submittals will be carefully evaluated in terms of how they propose to accomplish this master planning project. Team composition, experience in working together, integration and clarity of various team members' roles, and proposed interface with stakeholder and university personnel will all be key factors in this evaluation. Presence of team members on site for information gathering and exchange during the period of the project will also be an important factor.

• Completed Acknowledgment and Attestation Form found in Appendix D (to be included in submittal).

B. SELECTION PROCESS

The selection of the planning 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 University of Colorado Denver 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. Informational Pre-submittal Meeting
   To ensure sufficient information is available to firms preparing submittals, a pre-submittal meeting has been scheduled. The intent of this meeting is to tour the site and to have institutional staff available to discuss the project. Firms preparing submittals can attend if desired. The pre-submittal meeting will be held on:

   December 12, 2011 in Education 2 North, 1st Floor, Room P28-1107 at 11:00 am to 12:00 pm (MST)

   The meeting presentation slides will be made available on the following web page following the meeting:  
   [http://www.ucdenver.edu/about/departments/InstitutionalPlanning/Pages/AboutUs.aspx](http://www.ucdenver.edu/about/departments/InstitutionalPlanning/Pages/AboutUs.aspx)

   Questions must be submitted in writing or by email to the attention of Margo Waite no later than 2:00 pm MST on December 13, 2011

   Fax: 303.724.0931
   Email: Margo.Waite@ucdenver.edu

2. Consultant’s Submittals
   Requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS.

   In order to facilitate review, 20 hard copies and 1 electronic file copy of submittals must be provided. Submittals must be received at:
Deadline for receipt (whether mailed or hand delivered) is: December 20, 2011; 3:00 pm MST

Late submittals will be rejected without consideration. CU Denver assumes 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 during week of January 9th, 2012. Interviews will be conducted at a location TBD by the time of the notification of the interview schedule – it is anticipated that the location will be at the Anschutz Medical Campus. 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 CU Denver and Fitzsimons stakeholders.

### C. SCHEDULE

- **RFQ posted online**
  - December 2, 2011
- **RFQ published**
  - December 5, 2011
- **Informational pre-submittal meeting**
  - December 12, 2011
- **Questions due in writing**
  - December 13, 2011 (2:00 pm MST)
- **Responses posted**
  - December 15, 2011
- **RFQ submittals due**
  - December 20, 2011 (3:00 pm MST)
- **Committee distribution**
  - December 21, 2011
- **Interviews of short-listed teams**
  - Week of January 9, 2012
- **Project begins**
  - February 13, 2012

### II. SUBMITTAL REQUIREMENTS

Firms desiring to be considered should submit a letter of interest together with a qualifications package addressing: similar projects completed in the past five (5) years; a profile of major firm personnel who would lead the master planning effort; a listing of the unique knowledge and skills of firm personnel in master planning for a major academic health science campus; demonstrated ability to work with diverse campus and stakeholder groups; a listing of consultants who may be used, their areas of specialty, and experience in master planning work; demonstrated ability to lead a campus to articulate how its facilities can support its vision for the near term (5 years) and long term (10 years). Proposals will be evaluated according to the quality of the product, the qualifications and experience of the firm, response to the University’s requirements, and the ability of the
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 sub-consultants. 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 sub-consultant experience.

B. FIRM CAPABILITIES

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated? (e.g., sub-consultants’ 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.
- 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 elements:

- Pre-planning/Research/Data collection
- Fitzsimons site stakeholder plans
  - Parking
  - Integrated Transportation/Circulation
  - Site Infrastructure
  - Physical Development Framework
- Anschutz Medical Campus plan component
  - Programming and Space/Facility Needs Assessment
  - Campus planning process
  - Plan development, organization and project approach

Submittals will be carefully evaluated in terms of how they propose to accomplish this master planning project. team composition, experience in working together, integration and clarity of
various team members' roles, and proposed interface with stakeholder and university personnel will all be key factors in this evaluation.

- Communication/Consensus Strategies
  - Schedule.

E. WORK LOCATION
   Describe where the prime and sub-consultants will do the key work elements of this project.
Appendix A

PRELIMINARY SELECTION/EVALUATION FORM

MASTER PLANNING CONSULTANT SERVICES

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

Evaluator #: ___________________________ Date: ________________________

Name of Firm: _______________________________________________________

Name of Project: Anschutz Medical Campus Master Plan- Phase 2

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):  

Weight¹ x Rating² = Score

1. PROJECT TEAM
   - 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 subconsultant experience.

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

3. PRIOR EXPERIENCE/PERFORMANCE
   - Experience of the key staff and firm with projects of similar scope and complexity  
   - Demonstrated success on past projects of similar scope and complexity  
   - References.

4. PROJECT APPROACH
   - Planning process/methodologies for following plan components
     I. Fitzsimons Stakeholder Plans
        - Parking Plan  
        - Integrated Transportation/Circulation Plan/s  
        - Site Infrastructure Plan  
        - Physical Development Framework Plan  
        - Project approach/planning process for stakeholders
     II. Anschutz Medical Campus Plan
        - Programming Methodologies  
        - Overall plan development and organization  
        - Project approach/planning process for campus  
   - Project Communication Process

5. WORK LOCATION
Proximity of firm’s office as it may affect coordination with the state’s project manager and the potential project location. \( \_ \_ \times \_ \_ = \_ \_ \)

Firm's familiarity with the project area. \( \_ \_ \times \_ \_ = \_ \_ \)

TOTAL SCORE: \( \_ \_ \_ \_ \_ \_ \_ \_ \) \( \_ \_ \_ \) 3

NOTES:

1. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms.
2. Rating: 1 = Unacceptable \hspace{1cm} 2 = Poor \hspace{1cm} 3 = Fair \hspace{1cm} 4 = Good \hspace{1cm} 5 = Excellent
3. Total score includes the sum total of all criteria. A passing score (as a percentage of the total points available) is to be established prior to selection (if applicable).
Appendix A1

INTERVIEW SELECTION/EVALUATION FORM

MASTER PLANNING 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: Anschutz Medical Campus Master Plan- Phase 2

SCORE (OVERALL QUALIFICATIONS): Weight² x Rating³ = Score

1. PROJECT TEAM _____ x _____ = _____

2. PROJECT MANAGEMENT _____ x _____ = _____

3. PROJECT APPROACH _____ x _____ = _____

4. PRIOR EXPERIENCE _____ x _____ = _____

5. WORK LOCATION _____ x _____ = _____

TOTAL SCORE: ________

NOTES:

1. Agencies are encouraged to include additional criteria that reflect the unique characteristics of the project under each category to help determine the submitter's overall qualifications.

2. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms.

3. Rating: 1 = Unacceptable  2 = Poor  3 = Fair 
   4 = Good  5 = Excellent

4. Total score includes the sum total of all criteria.
APPENDIX A2

FINAL RANKING MATRIX

QUALIFICATION BASED SELECTION

(This form is to be used to rank and determine the most qualified architectural/engineering/consulting services firm in a selection process.)

<table>
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<tr>
<th>FIRM</th>
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<th>CUMULATIVE&lt;sup&gt;2&lt;/sup&gt; TOTAL SCORE</th>
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NOTES:
1. Insert total score from each evaluator's PRELIMINARY SELECTION AND INTERVIEW SELECTION/EVALUATION FORM only.
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

CONSULTANT AGREEMENT CONTRACT

(Contracts include UCD Supplementary Terms and Conditions for Consultant Agreements)
<table>
<thead>
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<th>Field</th>
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<tr>
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<td>AGENCY IDENTIFICATION NUMBER:</td>
<td>UCD (GFE)</td>
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<tr>
<td>PROJECT NUMBER:</td>
<td>501877</td>
</tr>
<tr>
<td>PROJECT NAME:</td>
<td>Anschutz Medical Campus Master Plan – Phase 2</td>
</tr>
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Exhibits:

A Consultant’s Proposal (including Consultant’s Services Schedule and Insurance Certificates)
B Wage Rates Schedule
C Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work)
D Contract Management Information (Not Used)
E UCD Supplementary Terms and Conditions for Consultant Agreement
F UCD Minority and Minority/Women Business Enterprise Participation Report (UCD MWBE-1)
CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

Agency I.D. Number:  UCD (GFE)  Contract ID No.:  NA  Project No.  501877

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

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

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 _________, Agreement Encumbrance Number _________; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Principal Representative intends to develop the Phase 2 Master Plan update component for the Anschutz medical Campus located in Aurora, Colorado hereinafter called the Project; and

WHEREAS, the Consultant 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.

WHEREAS, this is a phase one waived contract, waiver number 174 Consultant Agreement for Capital Construction Form (SC-5.3).

NOW THEREFORE, it is hereby agreed that

ARTICLE 1. SCOPE OF WORK

The Consultant, in consideration of State's promises hereinafter made, promises to perform and accomplish all the work and services proposed, and in accordance with the terms and conditions set forth in the scope of work description and proposal dated __________, which documents are attached hereto and made a part hereof by reference as Exhibit A, (including the Consultant's Services Schedule). Consultant shall undertake and perform the necessary work and services (as detailed in the Consultant's Services Schedule outlining the required time to perform such work and services and including Principal Representative review times) as is customarily done in the professional practice of Consulting in the community for undertakings of similar character, scope and magnitude.
ARTICLE 2. COMPENSATION

In consideration for the performance of the said work and services including a lump sum price for Reimbursable Expenses if applicable, Principal Representative agrees to pay to Consultant fees and charges not to exceed ($ ____________). Payments to the consultant on account of his fee shall be made monthly based upon consultant’s performance and progress, through a properly executed Application for Payment (State Form SC-7.1).

ARTICLE 3. REIMBURSABLE EXPENSE

Reimbursable expenses are in addition to the compensation for said work and services and include actual expenditures made by the consultant and it’s employees 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 consultant understands and agrees that a certain dollar amount as enumerated in EXHIBIT A, Consultant’s Proposal has been established as a maximum amount to be paid for all reimbursable expenses.

ARTICLE 4. AGREEMENT EXPIRATION

Unless sooner terminated, this Agreement shall remain in effect until the work and services are completed and accepted by the Principal Representative.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 DEFAULT
This Agreement may be terminated by either party upon seven (7) days written notice with copies filed with and the State Controller, should the other party fail substantially to perform in accordance with its terms through no fault of the other.

5.2 TERMINATION FOR CONVENIENCE OF STATE
The performance of the services under this Agreement 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 the State. Termination of services hereunder shall be affected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination, the Consultant shall exercise all reasonable diligence to accomplish the cancellation of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any services terminated by the Notice.

ARTICLE 6. CONSULTANT’S ACCOUNTING RECORDS

Records of the Consultant’s Direct Personnel, Consultant, and reimbursable Expense pertaining to this Agreement and records of accounts between the Principal Representative and Consultant shall be kept on a generally recognized accounting basis and shall be available to the Principal Representative at mutually convenient times and extending to three (3) years after final payment under this Agreement.

ARTICLE 7. INSURANCE

7.1 GENERAL
The Consultant 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 Consultant 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 Programs 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”.

7.2 COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)
This insurance must protect the Consultant 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 Consultant or by any Subcontractor under him or anyone directly or indirectly employed by the Consultant 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.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The following coverages shall be included in the CGL:

1. Additional Insured status in favor of the State of Colorado.
2. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
3. A waiver of Subrogation in favor of all Additional Insured parties.

7.3 AUTOMOBILE LIABILITY INSURANCE
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

7.4 WORKERS COMPENSATION INSURANCE
The Consultant 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 Consultant 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 Consultant 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 Consultant
shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

7.5 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

(If this 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, than the following Professional Errors and Omissions Liability Insurance coverage applies)

The Consultant promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Principal Representative and approved by the State Buildings Programs. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Consultant shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Consultant, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/Engineer. The Consultant shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

<table>
<thead>
<tr>
<th>For a Fixed Limit of Construction Cost</th>
<th>Minimum Coverage per Claim</th>
<th>Minimum Coverage in the Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$999,999 and under</td>
<td>$250,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>$1,000,000 to $4,999,999</td>
<td>$500,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>$5,000,000 to $19,999,999</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>$20,000,000 and Above</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

ARTICLE 8. SPECIAL PROVISIONS

8.1 CONTROLLER'S APPROVAL. CRS §24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

8.2 FUND AVAILABILITY. CRS §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.

8.3 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.

8.4 INDEPENDENT CONTRACTOR. 4 CCR 801-2. Consultant shall perform its duties hereunder as an independent contractor and not as an employee. Neither Consultant nor any agent or employee of Consultant shall be deemed to be an agent or employee of the State. Consultant 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 Consultant or any of its agents or employees. Unemployment insurance benefits will be available to Consultant and its employees and agents only if such coverage is made available by Consultant or a third party. Consultant shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this
contract. Consultant shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Consultant 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.

8.5 COMPLIANCE WITH LAW. Consultant 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.

8.6 CHOICE OF LAW. 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision 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. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

8.7 BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8.8 SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. 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. Consultant hereby certifies and warrants that, during the term of this contract and any extensions, Consultant has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Consultant 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.

8.9 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §24-18201 and §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. Consultant has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Consultant’s services and Consultant shall not employ any person having such known interests.

8.10 VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), 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 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 State as a result of final agency determination or judicial action.

8.11 PUBLIC CONTRACTS FOR SERVICES. CRS §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] Consultant 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 CRS §8-17.5-102(5)(c), Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a sub-consultant that fails to certify to Consultant that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant (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 sub-consultant and the contracting State agency within three days if Consultant has actual knowledge that a sub-consultant is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a sub-consultant 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 CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Consultant participates in the Department program, Consultant shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Consultant has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Consultant fails to comply with any requirement of this provision or CRS §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, Consultant shall be liable for damages.

8.12 PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Consultant, 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 one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 SUCCESSORS AND ASSIGNS
Except as otherwise provided for herein, Consultant rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts or sub-consultants approved by Consultant or the State are subject to all of the provisions hereof. Consultant shall be solely responsible for all aspects of subcontracting arrangements and performance.

9.2 WAGE RATES, in accordance with CRS 24-30-1404 (1)
As amended, the Consultant has executed a schedule, which is attached hereto and made a part hereof by reference as Exhibit B, Wage Rates Schedule, and by doing so is certifying that wage rates and other factual unit costs supporting the compensation paid by the State for these professional services are accurate, complete and current.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Principal Representative determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this contract.

9.3 CONTINGENT FEE PROHIBITION, in accordance with CRS 24-30-1404 (4)
As amended, the Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of this contract.
For breach or violation of this warranty, the Principal Representative shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

9.4 EXTENT OF AGREEMENT
This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

Principal Representative and Consultant understand and agree the attachments and exhibits hereto are and shall be integral parts of this Agreement and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

9.5 CONSTRUCTION OF LANGUAGE
The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party.

9.6 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.

9.7 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.

9.8 VENUE
All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

9.9 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.

9.10 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.

9.11 INDEMNIFICATION
To the extent authorized by law, the Consultant 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’s fees, to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the Consultant, its employees, agents, sub-consultants or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, agents, other Consultants or assignees, or other parties not under the control of or responsible to the Consultant.
9.12 STATEWIDE CONTRACT MANAGEMENT SYSTEM
If the maximum amount payable to Consultant under this Contract is $100,000 or greater, either on the Effective Date or at anytime thereafter, this section shall apply.

Consultant agrees to be governed, and to abide, by the provisions of CRS 24-102-205, 24-102-206, 24-103-601, 24-103.5-101, 24-105-101, and 24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Consultant’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including C.R.S 24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Consultant’s performance shall be part of the normal contract administration process and Consultant’s performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Consultant’s obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Consultant’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Consultant shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Consultant demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Principal Representative, and showing of good cause, may debar Consultant and prohibit Consultant from bidding on future contracts. Consultant may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS 24-105-102(6)), or (b) under CRS 24-105-102(6), exercising the debarment protest and appeal rights provided in CRS 24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Consultant, by the Executive Director, upon a showing of good cause.

9.13 BINDING EFFECT
Except as otherwise provided in 9.1, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and assigns.

9.14 COUNTERPARTS
This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

9.15 MODIFICATION
By the Parties, Except as specifically provided in this Agreement, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with the Office of the State Architect.

By Operation of Law, This Agreement is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.
9.16 SURVIVAL OF CERTAIN CONTRACT TERMS
Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Consultant fails to perform or comply as required.

9.17 TAXES
The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions may require payment of sales or use taxes even though the product or service is provided to the State. Consultant shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Consultant for such taxes.

9.18 CORA DISCLOSURE
To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for Consultant hereby swear and affirm that they are authorized to act on Consultant’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: Anschutz Medical Campus Master Plan – Phase 2
Contract ID No.: NA

THE CONSULTANT

STATE OF COLORADO, acting by and through: the Board of Regents. A body corporate, for and on behalf of the University of Colorado Denver

By: Michael J. Barden, Director of Facilities Projects of Bruce D. Benson, President, University of Colorado

Date: ______________________

*Signature

By ______________________
Name (print) ______________________ Title ______________________

Date: ______________________

APPROVED

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

By: Kathryn McNally, UCD 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. Consultant is not authorized to begin performance until such time. If Consultant 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: ______________________
E. Kim Huber, Assistant Vice Chancellor for Finance and Controller

Date: ______________________
CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT A

CONSULTANT PROPOSAL
(including Consultant Services Schedule and Insurance Certificate, attached)
CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT B

WAGE RATES
(attached)
CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT C

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS (required at contract signing prior to commencing work)
A. CERTIFICATION STATEMENT  

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 knowing 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  

4. 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 __________, ___.

VENDOR:

[Signature]

Vendor Full Legal Name

BY: ___________________________  Title ___________________________
CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT D

CONTRACT MANAGEMENT INFORMATION – VENDOR PERFORMANCE EVALUATION FORM (Form SB-228.v1) (if applicable) NOT USED
CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT E

UCD SUPPLEMENTARY TERMS AND CONDITIONS FOR CONSULTANT AGREEMENT
EXHIBIT E

UCD Supplementary Terms and Conditions for Consultant Agreement
for Consultant Agreement (SC5.3)

Board of Regents of the University of Colorado
University of Colorado Denver (UCD) on the Anschutz Medical Campus and the Denver Campus

The following Terms and Conditions shall augment or modify this Consultant Agreement.

ARTICLE 7. INSURANCE - Replace Article 7 as follows:

The term University, University of Colorado, University of Colorado Denver, Principal Representative, are the interchangeable for this replacement of article 7.

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**
   (Applies 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, than 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 to commencing 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.

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

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 9. MISCELLANEOUS PROVISIONS**

9.16 STATEWIDE CONTRACT MANAGEMENT SYSTEM and EXHIBIT D CONTRACT MANAGEMENT INFORMATION are not used or required except for ARRA funded projects.

Add the following:

9.19 UCD POLICY ON SEXUAL HARASSMENT

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

2. Statement of Policy: It is the policy of UCD 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 UCD programs. The UCD 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: UCD may require the Consultant to remove from UCD property any individual or individuals who violate the policy prohibiting sexual harassment.

9.20. AS-BUILT DRAWINGS / RECORD DRAWINGS (if Applicable)

As-built drawings and record drawings, together with their specifications and auxiliary files, recorded on electronic media, shall conform to the standards found in the

UC Denver Design and Construction Standards
PART 1.0, POLICIES PROCEDURES AND RESPONSIBILITIES
Article 1.6, Architect/Engineer/Consultant Responsibilities
Section D. Drawing Production Standards

and shall be fully compatible and editable in AutoCAD Version 2011. Versions newer than 2011 will not be accepted. All auxiliary files to include but not limited to 'X-Refs' and Excel tables shall be bound to their respective drawings such that the submittal is fully functional in AutoCAD 2011. Mylar or sepia material is not required for final record drawings; however, a minimum of two (2) paper copies on 24-pound bright white bond is required in addition to any electronic media submittals. The maximum number of submittals is to be determined by the UCD project manager and the Architect/Engineer for the project.

9.21 The Consultant is required to adhere to the most current UCD Design and Construction Standards - website location: (www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/GuidelinesStandards.aspx)
CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT F

UCD MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION REPORT (UCD M/WBE-1)
MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION REPORT

Institution/Agency: University of Colorado Denver / GFE
Project No./Name: 501877 / Anschutz Medical Campus Master Plan – Phase 2

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 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.

III. REQUIREMENTS

A. 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.

B. 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.

C. The University of Colorado Denver does not have a certification process nor does it require MBE's and WBE's to be certified.

D. The percentages of minority and women-owned business participation will be determined by dollar value of the work subcontracted to or joint ventured with minority and women-owned firms, as compared to the total dollar value of the bid amount for all work bid under this contract.
E. Prior to the award of this contract, the contractor will be required to provide to the Principal Representative a list of M/WBE enterprises, stipulating the dollar amount of each subcontract or supplier of materials on page 2 of this Minority and Women Business Enterprises Participation Report.

F. 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.

MBE: Yes ☐ WBE: Yes ☐ No ☐

Total Contract Amount: $___________________

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<tr>
<th>Name and Address of M/WBE Subcontractors and/or Suppliers and/or Self-Performed Work by M/WBE Primes*</th>
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<th>WBE Contract Amounts</th>
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*Indicate ethnicity based on Paragraph III. A. above.

Total MBE Contracts: $___________________

Total WBE Contracts: $___________________

Total MBE %: ___________________________

Total WBE %: ___________________________
APPENDIX C

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: University of Colorado Denver / GFE
Project No./Name: 501877 / Anschutz Medical campus Master Plan - Phase 2

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)

4. 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

__________________________________________
Signature of Authorized Representative

__________________________________________
Title

State Form UI-1

Page 1 of 1

Issued 7/2008
APPENDIX D

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

                      __________________________      __________________________
                                            County                     State

                      __________________________      __________________________

                        Applicant or Corporate Officer Signature                      Date

                      __________________________      __________________________

                        Witness                      Date

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

(Seal)

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