



University of Colorado
Anschutz Medical Campus

Fitz Bldg 3rd Reno CSPH

PROJECT MANUAL

Permit/Construction Documents

September 22, 2023



RDG Planning and Design
3461 Ringsby Court
Unit 250
Denver, CO 80216

RDG Project #: 3006.223.00





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SECTION 00 01 04 – PROJECT DIRECTORY

PART 1 - GENERAL

1.1 PROJECT DIRECTORY

A. OWNER/UNIVERSITY

University of Colorado Denver | Anschutz Medical Campus
Campus Services, Mail Stop F418
1945 Wheeling Street, Rm 334
Aurora, CO 80045

Robert Holzwarth
Robert.Holzwarth@cuanschutz.edu

B. ARCHITECT

RDG Planning and Design
3575 Ringsby Court
Unit 320
Denver, CO 80216

Rachel Rouiller
rrouiller@rdgussa.com

C. ELECTRICAL

RMH Group
12600 W Colfax Ave
Unit A-400
Lakewood, CO 80215

Charlie Basil

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 01 04

SECTION 00 21 13 – INFORMATION TO BIDDERS

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 INFORMATION TO BIDDERS
 - A. State of Colorado form “Information to Bidders” (SBP-6.12).
 - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 21 13



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

INFORMATION FOR BIDDERS

Institution or Agency: _____
Project No./Name: _____

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

INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED

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

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

2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS.
4. **UNAUTHORIZED IMMIGRANTS:** Note that the Special Provisions of the General Conditions of the Contract includes the following language: PUBLIC CONTRACTS FOR SERVICES - CRS 8-17.5-101 and PUBLIC CONTRACTS WITH NATURAL PERSONS - 24-76.5-101. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

5. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.
6. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.
7. **ADDENDA:** Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
8. **METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.
 - A. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
 - B. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
 - C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.
9. **NOTICE OF CONTRACTOR'S SETTLEMENT** – Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.

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

SECTION 00 41 53 – BID FORM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 BID FORM

- A. FORM: State of Colorado form “Bid” (SBP-6.13).
- B. A copy of the above noted form is attached to the end of this section.
- C. Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.

1.5 PROCEDURES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 41 53



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

BID

Institution/Agency: _____

Project No./Name: _____

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:*

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

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

No ☐ Yes ☐ If Yes see 3A below

Yes ☐ No ☐ If No see 3B below

No ☐ Yes ☐ If Yes see 3C below

Base Bid

\$ _____

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

Bidder's Time of Completion

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

b. Time Period from Substantial Completion to Final Acceptance: _____

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

1. **BID:** Pursuant to the advertisement by the State of Colorado dated _____ the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.
2. **EXAMINATION OF DOCUMENTS AND SITE:** The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
3. **PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
 - A. If the bidder anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the bidder shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys) *
 - B. For State Public Works projects per C.R.S. 8-17-101, Colorado labor shall be employed to perform at least 80% of the work. Colorado Labor means any person who is a resident of the state of Colorado at the time of the Public Works project. Bidders indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. (Does not apply to any project that receives federal moneys) *
 - C. A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the bid submission. *
4. **BID GUARANTEE:** This Bid is accompanied by the required Bid Guarantee. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Director, State Buildings Programs, may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants.
5. **TIME OF COMPLETION:** The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that

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

- 6. EXECUTION OF DOCUMENTS:** The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.
- 7. ALTERNATES:** Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.
- 8. Submit wage rates** (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.
- 9. The right is reserved to waive informalities and to reject any and all Bids.**

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

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

Dated this _____ Day of _____, 20____

THE BIDDER:

Company Name

Address (including city, state and zip)

Phone number:

Name (Print) and Title

Signature

SECTION 00 43 13 – BID BOND

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 BID BOND
 - A. FORM: State of Colorado form “Bid Bond” (SBP-6.14).
 - B. A copy of the above noted form is attached to the end of this section.
- 1.2 PROCEDURES
 - A. This bid bond must be accompanied by Power of Attorney.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 43 13



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

BID BOND

Institution/Agency: _____

Project No./Name: _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

(Corporate Seal)

ATTEST

Secretary

Name (Print)

THE PRINCIPAL

Company Name

Address (including city, state and zip)

Phone number: _____

Signature

Name (Print) and Title

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

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

(Corporate Seal)

Secretary

THE SURETY

By

Attorney-in-Fact

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

SECTION 00 43 23 – BID ALTERNATES FORM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. 00 41 53 - Bid Form (SPB-6.13)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 BID FORM

- A. FORM: State of Colorado form “Bid Alternates Form” (SBP-6.131).
- B. A copy of the above noted form is attached to the end of this section.
- C. Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.

1.5 PROCEDURES

- A. Fill out each alternate as shown in project documents with associated cost.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 43 23



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

BID ALTERNATES FORM

Institution/Agency: _____

Project No./Name: _____

Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

Additive Alternates (If Applicable)

Refer to specification section _____ for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder.

A.A. No. 1	_____	Add \$	_____
A.A. No. 2	_____	Add \$	_____
A.A. No. 3	_____	Add \$	_____
A.A. No. 4	_____	Add \$	_____
A.A. No. 5	_____	Add \$	_____
A.A. No. 6	_____	Add \$	_____
A.A. No. 7	_____	Add \$	_____
A.A. No. 8	_____	Add \$	_____
A.A. No. 9	_____	Add \$	_____
A.A. No. 10	_____	Add \$	_____

Deductive Alternates (If Applicable)

Refer to specification section _____ for descriptions of the deductive alternates. If the deductive alternates are accepted, the base bid would be modified by the amount entered by the bidder.

D.A. No. 1	_____	Deduct \$	_____
D.A. No. 2	_____	Deduct \$	_____
D.A. No. 3	_____	Deduct \$	_____
D.A. No. 4	_____	Deduct \$	_____
D.A. No. 5	_____	Deduct \$	_____
D.A. No. 6	_____	Deduct \$	_____
D.A. No. 7	_____	Deduct \$	_____
D.A. No. 8	_____	Deduct \$	_____
D.A. No. 9	_____	Deduct \$	_____
D.A. No. 10	_____	Deduct \$	_____

THE BIDDER:

Company Name _____

Signature _____ Date _____

SECTION 00 43 40 -

CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

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

1.3 DEFINITIONS (Not Applicable)

1.4 CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHROIZED IMMIGRANTS

- A. FORM: State of Colorado form “CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS” (UI-1).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 43 40



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

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

Project No./Name: /

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

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

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowingly employ or contract with an unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

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

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

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

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

CERTIFIED and AGREED to this day _____.

VENDOR:

Vendor Full Legal Name

BY: _____
Signature of Authorized Representative

Title

SECTION 00 45 17 – SUBCONTRACTOR PREQUALIFICATION

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 SUBCONTRACTOR PREQUALIFICATION
 - A. FORM: University of Colorado Denver | Anschutz Medical Campus “Subcontractor’s Statement of Experience.”
 - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 45 17



University of Colorado
Denver | Anschutz Medical Campus
Facilities Management

SUBCONTRACTOR'S STATEMENT OF EXPERIENCE

Project Name: _____

Project # _____

Project Manager: _____

Phone: _____

Email: _____

Architect/Engineer: _____

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

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**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT**

INFORMATION FORM

STATEMENT OF _____
(Subcontractor)

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

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

DATE OF EXPERIENCE STATEMENT _____

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

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

Minority Business Enterprise (MBE) YES ___ NO ___

Justification: _____

Woman-Owned Business Enterprise (WBE) YES ___ NO ___

Justification: _____

Small Business Enterprise (SBE) YES ___ NO ___

Justification: _____

Disadvantaged Business Enterprise (DBE) YES ___ NO ___

Justification: _____

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT**

TYPES OF WORK

- (1) If you are a General Contractor interested in bidding on all types of construction, mark "All Classes of Construction" only.
- (2) If you are interested in contracting directly with the University for certain types of work only, mark in the column provided after the particular types of work on which you wish to bid.

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

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT**

IDENTIFICATION

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

LEGAL NAME _____

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

____ A Corporation ____ A Copartnership ____ An Individual __ Combination

GENERAL INFORMATION

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

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

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

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

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

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

If so, give details _____

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

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

List trades: _____

Where qualification is based on a combination of several organizations, show the experience and equipment of the combined organizations.

G. Has your firm been involved in any litigation in the past five (5) years? Yes (☐) No (☐)
If yes, explain (listing type, kind, plaintiff, defendant, etc. and state the current status).

H. Are there any activities or interests of officers, principle stockholders, or employees of your firm or other factors which would place your firm and the University of Colorado Denver in a position of "Conflict of Interests"?

Yes (☐) No (☐) If yes, or in doubt, explain.

I. Has your firm ever been involved in any bankruptcy action as a bankrupt?

Yes (☐) No (☐) If yes, explain.

UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR’S QUALIFICATION STATEMENT

PERSONNEL OF ORGANIZATION

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

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

Individual’s Name	Present Position or Office in Your Organization	Years of Construction Experience	Magnitudes and Type of Work	In What Capacity

UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT

PROJECT EXPERIENCE

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

Year Completed	Project	Type of Work (See Page 2)	Location	Contract Value	Contracting Authority	In what Capacity

UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT

WORK CURRENTLY UNDER CONTRACT

Expected Completion Date	Project	Type of Work (See Page 1)	Location	Contract Value	Contracting Authority	Architect or Engineer

UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR’S QUALIFICATION STATEMENT

SURETIES

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

Name of Surety and Name and Address of Agent	Project and Location	Period of Bond From	Period of Bond To	General Comments

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT**

CORPORATION / CO-PARTNERSHIP

CORPORATION:

(If a corporation, answer this:)

When Incorporated _____

In What State _____

President's Name _____

Vice President's Name _____

Secretary's Name _____

Treasurer's Name _____

CO-PARTNERSHIP:

(If a co-partnership, answer this:)

Date of Organization _____

State whether partnership is general, limited, or association

Name and address of each partner:

(name)

(name)

(address)

(address)

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

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT**

AFFIDAVIT FOR CORPORATION

_____ certifies and says: That he is
(Name of officer)

_____ of the _____ (Official capacity)

corporation submitting this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent his/her condition in any substantial respect, it will refrain from further bidding on University work until it shall have submitted a revised and corrected statement.

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

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

NOTE: Use full corporate name and
attach corporate seal here. _____
(Officer must sign here)

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

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT**

AFFIDAVIT FOR CO-PARTNERSHIP

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

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

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

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

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

The foregoing statement and affidavit are hereby
offered.

(Member of Firm must sign here)

(Title)

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

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

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT**

AFFIDAVIT FOR INDIVIDUAL

_____ doing business _____
(Name of individual) (Name of Firm)

certifies and says: That he/she is the person submitting this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submitter with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent his/her condition in any substantial respect, it will refrain from further bidding on University work until it shall have submitted a revised and corrected statement.

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

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

NOTE: Statement will be returned unless
affidavit is completed in EVERY respect. _____
(Applicant must sign here)

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUBCONTRACTOR'S QUALIFICATION STATEMENT**

BIDDING INFORMATION

QUALIFICATION

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

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

NOTIFICATION

The University of Colorado Denver will, in writing, notify Contractors of their qualification or disqualification.

SECTION 00 51 00 – NOTICE OF AWARD (D/B/B)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 NOTICE OF AWARD

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

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

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 51 00



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

NOTICE OF AWARD

(Design/Bid/Build and Design/Build Lump Sum Agreements)

Date of Notice:

_____ Date to be inserted by the Agency/Institution

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

Project No./Name: _____

TO:

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

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

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

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

By _____
State Buildings Programs Date
(or Authorized Delegate)

By _____
Principal Representative Date
(Agency/Institution)

When completely executed, this form is to be sent by **certified mail** to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.

SECTION 00 52 53.05 – CONTRACTOR’S DESIGN/BID/BUILD (D/B/B) AGREEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

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

1.3 DEFINITIONS (Not Applicable)

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

- A. FORM: State of Colorado form “Contractor’s Design/Bid/Build (D/B/B) Agreement” (SC-6.21).
- B. A copy of the above noted document is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 52 53.05

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**



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

DEPARTMENT ID:

CONTRACT ID #:

PROJECT #:

PROJECT NAME:

VENDOR NAME:

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

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

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EXHIBITS:

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

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

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

Department ID: _____ Contract ID #: _____ Project #: _____

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

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

RECITALS:

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

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

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

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

ARTICLE 1. PERFORMANCE OF THE WORK

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

ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS

The Contractor agrees to perform the Work to the highest industry standards and to the satisfaction of the State of Colorado and its Architect/Engineer in strict accordance with the provisions of the Contract Documents.

ARTICLE 3. TIME OF COMPLETION

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

ARTICLE 4. ESSENTIAL CONDITION

Timely completion of the Project is an essential condition of this Agreement. The Contractor shall be subject to any liquidated damages described in Article 7.4 for failure to satisfactorily complete the Work within the time periods in Article 3 above.

ARTICLE 5. CONTRACT SUM

The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Articles 32, 34 and 35 of The General Conditions of the Construction Contract SC-6.23, the sum of _____ DOLLARS AND NO/100* (\$_____ *).

ARTICLE 6. CONTRACT DOCUMENTS

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

ARTICLE 7. OPTIONAL PROVISIONS AND ELECTIONS

The provisions of this Article 7 alter the Articles (The General Conditions of the Contractor's Design/Bid/Build Agreement SC-6.23) or enlarge upon them as indicated:

The Principal Representative and or the State Buildings Program shall mark boxes and initial where applicable.

1. MODIFICATION OF ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

If the box below is marked the six month guarantee inspection is not required.

☐ _____ Principal Representative initial

2. MODIFICATION OF ARTICLE 27. LABOR AND WAGES

If the box is marked the Federal Davis-Bacon Act shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.

☐ _____ Principal Representative initial

3. MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

If the box is marked, and initialed by the State as noted, the requirement to participate in facilitated negotiations shall be deleted from this Contract. Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, shall be deleted in its entirety and all references to the right to the same where ever they appear in the contract shall be similarly deleted.

The box may be marked only for projects with an estimated value of less than \$500,000.

☐ _____ Principal Representative initial

4. MODIFICATION OF ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

4.1. For the inability to use the Project, for each day after the number of calendar days specified in the Contractor's bid for the Project and the Agreement for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal to

(\$ _____) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

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

ARTICLE 8. NOTICE IDENTIFICATION

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

Notice to Principal Representative:

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

Notice to Contractor:

With copies to:

SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

THE CONTRACTOR

Legal Name of Contracting Entity

*Signature

By _____
Name (print) Title

Date: _____

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

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

Date: _____

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

By: _____
(Insert Name of Authorized Individual)

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

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

APPROVED:
STATE OF COLORADO
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____
(Insert Name & Title of Authorized Individual)

Date: _____

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**

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

EXHIBIT A

CONTRACTOR'S BID (Form SBP-6.13)

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**

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

EXHIBIT B

PERFORMANCE BOND (Form SC-6.22)

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**

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

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**

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

EXHIBIT D

INSURANCE CERTIFICATE(S) (attached)

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**

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

EXHIBIT E

Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI-1), (required at contract signing prior to commencing work)

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**

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

EXHIBIT F

Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections

SECTION 00 55 00 – NOTICE TO PROCEED

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 NOTICE TO PROCEED

A. FORM: State of Colorado form “Notice To Proceed (Design/Bid/Build Contract)” (SBP-6.26).

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

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 55 00



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE TO PROCEED (DESIGN/BID/BUILD CONTRACT)

Date of Notice: _____
Date to be inserted by the Principal Representative
Date/Description of Contract Documents: _____
Institution/Agency: University of Colorado Denver | Anschutz Medical Campus
Project No./Name: _____

Attach Notice of Code Compliance from Code Review Agent/Building Official for Documents Listed Above

To:

This is to advise you that your Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, and Affidavit Regarding Unauthorized Immigrants have been received. Our issuance of this Notice does not relieve you of responsibility to assure that the bond and insurance requirements of the Contract Documents are met for the duration of the Agreement. The Agreement dated _____ covering the above described work has been fully executed.

You are hereby authorized and directed to proceed within ten (10) days from date of this Notice as required in the Agreement. Any liquidated damages for failure to achieve Substantial Completion by the date agreed that may be applicable to this Contract will be calculated using the date of this Notice for the date of the commencement of the Work.

The completion date of the Project is _____ (M/D/YYYY).

By _____
State Buildings Program
(or Authorized Delegate) Date

By _____
Principal Representative
(Institution or Agency) Date

When completely executed, this form is to be sent by certified mail to the Contractor by the Principal Representative; or delivered by any other means to which the parties agree.

SECTION 00 61 13.13 – PERFORMANCE BOND

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 PERFORMANCE BOND

A. FORM: State of Colorado form “Performance Bond” (SC-6.22).

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

1.2 PROCEDURE

A. Performance Bond is required for construction values of \$150,000 or more.

B. This bond must be accompanied by Power of Attorney.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 61 13.13



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

PERFORMANCE BOND

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

Project No./Name: _____

BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of _____ are held and firmly bound unto **the STATE OF COLORADO** acting by and through Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver, hereinafter called the "Principal Representative", in the sum of _____ Dollars (\$ _____)

for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated _____, 20____, for the construction of a PROJECT described as _____

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract any extensions thereof that may be granted by the Principal Representative with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be, and declared by the Principal Representative to be in default under said Contract, the State of Colorado having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a bid or bids for submittal to the Principal Representative for completing the Contract in accordance with its terms and conditions, and upon determination by the Principal Representative and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the State of Colorado acting by and through the Principal Representative and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount hereinbefore set forth. The term "balance of the contract price" as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the State of Colorado to the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the State of Colorado.

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

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By: _____

Title: _____

Secretary

(Corporate Seal)

SURETY

By: _____
Attorney-in-fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful payment for all labor and material of the contract.

SECTION 00 61 13.16 – LABOR AND MATERIAL BOND

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 LABOR AND MATERIAL BOND

A. FORM: State of Colorado form “Labor and Material Bond” (SC-6.221).

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

1.5 PROCEDURES

A. Labor and Material Bond is required for construction values of \$150,000 or more.

B. This bond must be accompanied by Power of Attorney.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 61 13.16



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

LABOR AND MATERIAL BOND

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

Project No./Name: _____

BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of _____ are held and firmly bound unto the STATE OF COLORADO acting by and through Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver, hereinafter called "Principal Representative," and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in the performance of the hereinafter identified Contract, or who have performed or shall perform labor in the performance of or in connection with said Contract, hereinafter called "Obligees" in the sum of _____ Dollars (\$ _____)

together with interest at the rate of eight per cent (8%) per annum on all payments becoming due in accordance with said Contract, from the time such payments shall become due until such payment shall be made, for the payment of which, well and truly made to the Obligees, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated _____, 20____ for the construction of a PROJECT described as

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and the Surety shall fully indemnify and save harmless the State of Colorado and the Principal Representative from and against any and all costs and damages, including patent infringements, which either may suffer by reason of any failure or failures of the Principal promptly and faithfully to perform all terms and conditions of said Contract and shall fully reimburse and repay the State of Colorado and the Principal Representative all outlay and expense which the State of Colorado and the Principal Representative may incur in making good any such failure or failures, and further, if the Principal and his subcontractors shall duly and promptly pay for any and all labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies which have been or shall be used or consumed by said Principal or his subcontractors in the performance of the work of said Contract, and if said Principal shall duly and promptly pay all his subcontractors the sums due them for any and all materials, rental machinery, tools, or equipment and labor that have been or shall be furnished, supplied, performed or used in connection with performance of said Contract, and shall also fully indemnify and save harmless the State of Colorado and the Principal Representative to the extent of any and all expenditures which either or both of them may be required to make by reason of any failures or defaults by the Principal or any subcontractor in connection with such payments; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

It is expressly understood and agreed that any alterations which may be made in the terms of said Contract or in the work to be done under said Contract, or any extension(s) of time for the performance of the Contract, or any forbearance on the part of either the State of Colorado or the Principal to any of the others, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this _____ day of _____, A.D., 20_____.

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By: _____

Title: _____

Secretary

(Corporate Seal)

SURETY

By: _____

Attorney-in-fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful performance of the contract.

SECTION 00 62 16 – CERTIFICATE OF INSURANCE

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CERTIFICATE OF INSURANCE
 - A. Sample Certificate of Liability Insurance and language.
 - B. Sample Evidence of Property Insurance (Builder's Risk)
 - C. A copy of the above noted forms are attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 62 16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
CURRENT DATE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPANY ADDRESS CITY, STATE, ZIP CODE	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED INSURED NAME INSURED ADDRESS INSURED CITY, STATE, ZIP CODE	INSURER(S) AFFORDING COVERAGE INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		POLICY NUMBER	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	B		Y	Y	POLICY NUMBER	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
								UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
	D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	POLICY NUMBER	01/01/2019	01/01/2020
E	PROFESSIONAL LIABILITY		Y	POLICY NUMBER	01/01/2019	01/01/2020	Each Occurrence 2,000,000 Aggregate 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

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

CERTIFICATE HOLDER

CANCELLATION

The Regents of the University of Colorado Attn: Project Management 1945 North Wheeling Street, Campus Mail stop F-418 Aurora, CO 80045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Authorized Representative Signature

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
CURRENT TEXT

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

AGENCY COMPANY ADDRESS CITY, STATE, ZIP CODE	PHONE (A/C, No, Ext):	COMPANY INSURANCE COMPANY
FAX (A/C, No):	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED INSURED NAME INSURED ADDRESS INSURED CITY, STATE, ZIP CODE	LOAN NUMBER	POLICY NUMBER POLICY NUMBER
	EFFECTIVE DATE 01/01/2019	EXPIRATION DATE 01/01/2020
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION LOCATION OF PROJECT Builders Risk is required for new buildings or alterations to existing buildings and for materials and equipment to be installed in existing structures.
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD ☒ SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk - 100% of Completed Value	100% Project Value	\$50,000 or less

REMARKS (Including Special Conditions)

RE: Specific Project

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS The Regents of the University of Colorado Attn: Project Management 1945 North Wheeling Street, Campus Mail stop F-418 Aurora, CO 80045	<input checked="" type="checkbox"/> ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE	<input checked="" type="checkbox"/> Waiver of Subrogation	
	LOAN #		
	AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE SIGNATURE		

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

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- B. Related Requirements:
 - 1. 01 29 00 – Payment Procedures

1.3 DEFINITIONS (Not Applicable)

1.4 FORMS

- A. APPLICATION AND CERTIFICATE FOR CONTRACTORS PAYMENT (SBP-7.2)
 - 1. Download Link: <https://drive.google.com/open?id=0ByG39KP3LPICVHVqenlySGJIMFE>

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 62 76

SECTION 00 63 46 – CHANGE ORDER BULLETIN

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

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

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER BULLETIN

- A. State of Colorado form “Change Order Bulletin” (SC-6.311).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 46



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CHANGE ORDER BULLETIN

Change Order Bulletin No: _____ Date _____

Contractor: _____

Institution or Agency: _____

Project No./Name: _____

Description of Work: _____

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

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

This bulletin is **NOT** an authorization to proceed.

DESCRIPTION OF CHANGE:

SPECIFICATION REVISIONS:

STATUS OF EXISTING WORK:

PREPARED BY: _____
ARCHITECT/ENGINEER OR CONTRACTOR

APPROVED BY: _____
STATE BUILDINGS PROGRAM
(or Authorized Delegate)

SECTION 00 63 53 – CHANGE ORDER PROPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER PROPOSAL

A. State of Colorado form “Change Order Proposal” (SC-6.312).

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

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

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 53



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CHANGE ORDER PROPOSAL

(enter information ONLY in YELLOWED cells)

Change Order Proposal No. _____ Date _____

Change Order Bulletin No: _____

Description of Work: (enter into text box)

Date _____

Contractor _____

Institution or Agency _____

Project No./Name _____

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

PART I - WORK PERFORMED BY CONTRACTOR

Line 1.	Direct Labor Costs		\$		
Line 2.	Labor Overhead (Direct Labor Burdens)	(_____ x Line 1)	\$	0.00	
Line 3.	Total Contractor's Labor Costs (Lines 1 and 2)		\$	0.00	
Line 4.	Direct Materials Costs		\$		
Line 5.	Materials Overhead (Delivery Costs & Taxes)	(_____ x Line 4)	\$	0.00	
Line 6.	Total Materials Costs (Lines 4 and 5)		\$	0.00	
Line 7.	Total Equipment Costs		\$		
Line 8.	PART I - TOTAL CONTRACTOR'S L, M & E COSTS (Lines 3, 6 and 7)		Part I	\$	0.00

PART II - WORK PERFORMED BY SUBCONTRACTOR

Line 9.	Direct Labor Costs		\$		
Line 10.	Labor Overhead (Direct Labor Burdens)	(_____ x Line 9)	\$	0.00	
Line 11.	Total Subcontractor's Labor Costs (Lines 9 and 10)		\$	0.00	
Line 12.	Direct Materials Costs		\$		
Line 13.	Materials Overhead (Delivery Costs & Taxes)	(_____ x Line 12)	\$	0.00	
Line 14.	Total Subcontractor's Materials Costs (Lines 12 and 13)		\$	0.00	
Line 15.	Total Subcontractor's Equipment Costs		\$		
Line 16.	Total Subcontractor's L, M & E Costs (Line 11, 14 and 15)		\$	0.00	
Line 17.	Subcontractor's Overhead (Indirect Costs)	(10.0% x Line 16)	\$	0.00	
Line 18.	Subcontractor's Profit (on line 16)	_____ Addition or Deduct _____	\$	0.00	
Line 19.	PART II - TOTAL SUBCONTRACTOR'S COSTS (Lines 16, 17 and 18)		Part II	\$	0.00

PART III - CONTRACTOR'S OVERHEAD & PROFIT

Line 20.	Contractor's Overhead (Indirect Costs)	(10.0% x Part I Total)	\$	0.00	
Line 21.	Contractor's Profit	(5.0% x Part I Total)	\$	0.00	
Line 22.	PART III - TOTAL CONTRACTOR OVERHEAD & PROFIT (Lines 20 and 21)		Part III	\$	0.00

PART IV - CONTRACTOR'S MARKUP ON SUBCONTRACTOR

Line 23.	Contractor's Commission on Subcontractor	(5.0% x Part II Total)	\$	0.00	
Line 24.	Contractor's Profit (on Line 19)	_____ Addition or Deduct _____	\$	0.00	
Line 25.	PART IV - TOTAL CONTRACTOR MARKUP ON SUBCONTRACTOR (Lines 23 and 24)		Part IV	\$	0.00

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

			Part V (Subtotal)	\$	0.00
--	--	--	-------------------	----	------

PART VI - CONTRACTOR'S BOND COST

	(_____ x Part V Total)		Part VI	\$	0.00
--	-------------------------	--	---------	----	------

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

			Grand Total	\$	0.00
--	--	--	-------------	----	------

PART VIII - CONTRACT TIME (CALENDAR DAYS CHANGED) ☐ EXTENDED ☐ NO CHANGE ☐ REDUCED ☐ Days

THE TIME OF COMPLETION MAY CHANGE BY THE CALENDAR DAYS INDICATED (ABOVE) FROM THE TOTAL NUMBER OF DAYS LISTED IN THE CONTRACTOR'S AGREEMENT TO COMPLETE THE ENTIRE PROJECT.

CONTRACTOR'S CERTIFICATE:

This is to certify that, to the best of my knowledge and belief, the cost/price data submitted in response to the listed C.O. Bulletin, are accurate, complete and current as of _____.

Firm: _____

Name & title: _____

Signature: _____

*Date: _____

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

ARCHITECT/ENGINEER'S CERTIFICATE:

This is to certify that I have analyzed the proposal and find, to the best of my knowledge and belief, that the proposal represents current, fair, factual and competitive cost/price data.

Firm: _____

Name & title: _____

Signature: _____

Date: _____

STATE BUILDINGS PROGRAMS (or Authorized Delegate)

Date: _____

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

(enter information only in YELLOWED cells)

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

PART I - WORK PERFORMED BY CONTRACTOR:

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

Trade	Rate	Duration	Extended Costs
	\$ _____	x _____	= \$ _____
	\$ _____	x _____	= \$ _____
Direct Labor Cost			= \$ _____

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

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

Line 4. Direct Material Cost: Support with quotes or invoices. Fill in subtotal of direct materials costs.

Include all delivery, handling, insurance costs, etc. On Contractor's letterhead show direct materials costs as follows:

Materials	Rate	Quantity	Extended Costs
	\$ _____	x _____	= \$ _____
	\$ _____	x _____	= \$ _____
Direct Materials Cost			= \$ _____

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

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

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

Equipment	Rate	Duration	Extended Costs
	\$ _____	x _____	= \$ _____
	\$ _____	x _____	= \$ _____
Total Equipment Cost			= \$ _____

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

PART II - WORK PERFORMED BY SUBCONTRACTOR:

Line 9. Direct Labor Costs: See Line 1 instructions.

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

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

Line 12. Direct Material Cost: See Line 4 instructions.

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

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

Line 15. Total Subcontractor's Equipment Costs: See Line 7 instructions.

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

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

Line 18. Subcontractor's Profit: Enter a "1" in appropriate cell. For an addition, Edit E37, a deduct, Edit I37. See Article 35 General Conditions

Line 19. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 16, 17 and 18 of Part II.

PARTS III THROUGH VIII - CERTIFICATIONS - Self Explanatory.

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

Part 4. Line 23, Edit percentages applicable to Line 18. See Article 35 of General Conditions.

Part 4. Line 24, Enter a "1" in appropriate cell. For an addition, edit E45, a deduct edit I45. See Article 35 of General Conditions.

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

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

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

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

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

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

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

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

SECTION 00 63 58 – CHANGE ORDER LOG (CM/GC)

PART 1 - GENERAL

- 1.1 RELATED ITEMS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER LOG
 - A. State of Colorado form “Change Order Log”
 - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 58

STATE BUILDINGS AND REAL ESTATE PROGRAMS
CHANGE ORDER MANAGEMENT
CHANGE ORDER LOG

Project #:

Project Title:
Contractor:

[illegible]

TOTALS:	COST: ±	\$0	Org Contract	New Contract Amount
	TIME: ±	0		
				\$
				\$0
				\$
				-
				-

Contingency Codes:

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

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

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

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

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

Status Codes

OPN - Open item
been submitted by

APP - Approved for processing
Closed item (CO has been processed or item voided)

Cl.O.

SUB-COP has

SECTION 00 63 63 – CHANGE ORDER

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER
 - A. State of Colorado form “Change Order” (SC-6.31).
 - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 63



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CHANGE ORDER

Change Order No: _____ Contract ID No. _____ Date _____

Contractor: _____

Institution or Agency: _____

Project No./Name: _____

Your Change Order Proposal(s), dated _____ is hereby being designated for approval of the following work:

(Note: If more space is needed for description of work, attach additional 8-1/2" x 11" sheets hereto.)

This change order was originated by the Contractor ☐, Architect/Engineer ☐, State ☐, and I/We do hereby recommend acceptance and approval of the change to the Contractor's Agreement Dated _____ which is by this reference, made a part hereof, and identified as Exhibit _____ with an increase ☐, a decrease ☐, no change ☐, of \$_____.

The Time of Completion is extended _____ calendar days ☐, is unchanged ☐, is reduced ☐ calendar days, from the total number of days listed in the Contractor's Agreement to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order and previously approved Change Order(s) per the Summary of Changes chart below, is _____ calendar days. If the completion date was extended or reduced, the new completion date of the Project is _____ (M/D/YYYY).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract			
Change Order #1			
Change Order #2			
Current Totals			

*Persons signing for Architect/Engineer/Contractor hereby swear and affirm that they are authorized to act on Architect/Engineer/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 Firm	Name and Title (print)	Date	
	Signature		
Contractor (Name of Firm)	Name and Title (print)	Date	
	Signature		
Institution or Agency	Name and Title (print)	Principal Representative (Signature)	Date

CONTRACT STATUS			
Original Contract Value		STATE BUILDINGS PROGRAM (or Authorized Delegate)	DATE
Previous increases by CO/Amend			
Previous decreases by CO/Amend			
Value After Prior CO's/Amend		STATE CONTROLLER (or Authorized Delegate)	DATE
This CO/Amend			
Increases <input type="checkbox"/> Decreases <input type="checkbox"/>			
CURRENT CONTRACT VALUE		(Verification)	

SECTION 00 63 64.05 – CONTRACT AMENDMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

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

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER BULLETIN

- A. State of Colorado form “Contract Amendment” (SC-6.0A).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 64.05



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONTRACT AMENDMENT

Amendment No: _____ Contract ID No. _____

Contractor: _____

Institution or Agency: _____

Project No./Name: _____

PARTIES. THIS AMENDMENT is entered into by and between the STATE OF COLORADO, acting by and through the _____, Principal Representative, hereinafter referred to as the State, and _____ having its offices at _____ hereinafter referred to as the Contractor.

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

FACTUAL RECITALS

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.

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

[Statement of facts/reasons for the Amendment]

NOW THEREFORE, it is hereby agreed that

1. Consideration for this Amendment consists of the payments, which shall be made pursuant to this Amendment and the promises, and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the original Contract, as amended (_____), *collectively** referred to as the original Contract, which is incorporated by reference herein, that all provisions thereof, unless specifically modified herein, apply to this Amendment as though they were expressly re-written, incorporated, and included herein. (**Note: only use this language if creating Amendment #2 or higher*)
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a.
 - b.
 - c.

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract			
Amendment #1			
Current Total Amount of Contract (To Date):			

4. Except with respect to the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the original contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or Amendments. The factual representations in the "Special Provisions" concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.
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.
6. THIS AMENDMENT SHALL NOT BE DEEMED VALID UNTIL IT SHALL HAVE BEEN APPROVED BY THE CONTROLLER OF THE STATE OF COLORADO OR SUCH ASSISTANT AS SHE OR HE MAY DESIGNATE.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

Project Name/Number: _____
Contract ID No.: _____

THE CONTRACTOR/CONSULTANT:

Legal Name of Contracting Entity

*Signature

By _____
Name (print) Title

Date: _____

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

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

Date: _____

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

By: _____
(Insert Name of Authorized Individual)

Date: _____

APPROVED
DEPARTMENT OF LAW
ATTORNEY GENERAL (or authorized Delegate)

By: _____
(Insert Name of Authorized Individual)

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: _____
(Insert Name & Title of Authorized Individual)

Date: _____

SECTION 00 65 15 – NOTICE OF PARTIAL SUBSTANTIAL COMPLETION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

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

1.3 DEFINITIONS (Not Applicable)

1.4 NOTICE OF PARTIAL SUBSTANTIAL COMPLETION

- A. State of Colorado form “Notice of Partial Substantial Completion” (SPB-071).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 65 15



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE OF PARTIAL SUBSTANTIAL COMPLETION

Date of Partial Substantial Completion: _____

_____ Date to be inserted by the Principal Representative

Institution/Agency: _____

Project No./Name: _____

TO:

Principal Representative

and

Contractor

This is to advise you that the Work has been reviewed, inspected and determined, to the best knowledge, information and belief of the Architect/Engineer, to be substantially complete as of the date noted above in accordance with the criteria outlined in Article 41 of The General Conditions of the Contract in SC-6.23 and SC-8.1 or Article 17.3 in SC-6.4 and the Specifications, including without limitation a) suitable for occupancy, b) inspected for code compliance with Building Inspection Records signed by code officials for the State, c) determined to be fully and comfortably usable, and d) fully cleaned and appropriate for presentation to the public.

A punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work is attached hereto, along with the Contractor's schedule for the completion of each and every item identified on the punch list specifying the Subcontractor or trade responsible for the work, and the dates the completion or correction will be commenced and finished within any period indicated in the Agreement for punch list completion prior to Final Acceptance.

Except as stated on the reverse side of this Notice of Partial Substantial Completion, all manufacturers' warranties, other special warranties and the Contractor's one-year obligation to perform remedial work, shall commence on the Date of Substantial Completion noted above.

This Notice of Partial Substantial Completion shall be effective and establish the Date of Substantial Completion only when fully executed on the reverse by the Contractor and the Principal Representative. The Principal Representative accepts the Work as substantially complete as of the Date of Substantial Completion herein noted. The Contractor agrees to complete or correct the Work identified on the attached punch list and to do so in accordance with attached punch list completion schedule

Architect/Engineer

Date

Contractor

Date

State Buildings Program
(or Authorized Delegate)

Date

Principal Representative
(Institution or Agency)

Date

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:

Exceptions, if any, to the commencement of warranties shall be:

The attached final punch list consists of ____ pages, and the attached Contractor's schedule showing the dates of commencement and completion of each punch list item consists of ____ pages.

When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Program.

SECTION 00 65 16 – NOTICE OF SUBSTANTIAL COMPLETION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

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

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER BULLETIN

- A. State of Colorado form “Notice of Substantial Completion” (SPB-07).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 65 16



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE OF SUBSTANTIAL COMPLETION

Date of Substantial Completion: _____
Date to be inserted by the Principal Representative

Institution/Agency: _____

Project No./Name: _____

TO:

Principal Representative

and

Contractor

This is to advise you that the Work has been reviewed, inspected and determined, to the best knowledge, information and belief of the Architect/Engineer, to be substantially complete as of the date noted above in accordance with the criteria outlined in Article 41 of The General Conditions of the Contract in SC-6.23 and SC-8.1 or Article 17.3 in SC-6.4 and the Specifications, including without limitation a) suitable for occupancy, b) inspected for code compliance with Building Inspection Records signed by code officials for the State, c) determined to be fully and comfortably usable, and d) fully cleaned and appropriate for presentation to the public.

A punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work is attached hereto, along with the Contractor's schedule for the completion of each and every item identified on the punch list specifying the Subcontractor or trade responsible for the work, and the dates the completion or correction will be commenced and finished within any period indicated in the Agreement for punch list completion prior to Final Acceptance.

Except as stated on the reverse side of this Notice of Substantial Completion, all manufacturers' warranties, other special warranties and the Contractor's one-year obligation to perform remedial work, shall commence on the Date of Substantial Completion noted above.

This Notice of Substantial Completion shall be effective and establish the Date of Substantial Completion only when fully executed by the Contractor and the Principal Representative. The Principal Representative accepts the Work as substantially complete as of the Date of Substantial Completion herein noted. The Contractor agrees to complete or correct the Work identified on the attached punch list and to do so in accordance with attached punch list completion schedule

Architect/Engineer	Date	Contractor	Date
State Buildings Program (or Authorized Delegate)	Date	Principal Representative (Institution or Agency)	Date

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:

Exceptions, if any, to the commencement of warranties shall be:

The attached final punch list consists of ____ pages, and the attached Contractor's schedule showing the dates of commencement and completion of each punch list item consists of ____ pages.

When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Program.

SECTION 00 65 19.01 – BUILDING INSPECTION RECORD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 BUILDING INSPECTION RECORD

- A. State of Colorado form “Notice of Substantial Completion” (SBP-BIR).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE

- A. The University Project Manager will request building permits and provide to Contractor.
- B. Permits issued outside of the University jurisdiction are the responsibility of the contractor.
- C. Paper copy of the Building Inspection Record (BIR) is required to be kept at the construction site at all times. After final signoff by Building Inspector, return paper copy to University Project Manager. Project Manager is responsible for final signoff on the BIR before the Building Department can close the permit.
- D. Contractor is responsible for requesting all University Building Inspector requests through the University’s MyCityInspector website platform.
- E. Use the following login page for requesting inspections: <https://ucdenver.mycityinspector.com>

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 65 19.01



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

BUILDING INSPECTION RECORD

Institution or Agency: _____

Project No./Name: _____

Building Official/Code Review Agent: _____ Type of Construction: _____

Architect/Engineer: _____ Occupancy Classifications: _____

Contractors: _____ Project Manager: _____

General: _____ Project Manager Signature _____

Electrical: _____ At Completion: _____

Mechanical: _____ Inspector of Record Signature _____

Plumbing: _____ at Completion: _____

Notice to Proceed Date: _____ BIR Completion Date: _____

Provide If
Checked

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

	Building (Consultant)	Date	Inspector/ICC#	Comments or Corrections
<input type="checkbox"/>	Footings/Foundations			
<input type="checkbox"/>	Concrete Slab / Under-Floor			
<input type="checkbox"/>	Framing (after rough elec/mech/plumb)			
<input type="checkbox"/>	Lath and Gypsum Board			
<input type="checkbox"/>	Fire-Resistant Penetrations			
<input type="checkbox"/>	Mechanical/Energy Efficiency			
<input type="checkbox"/>	Roofing			
<input type="checkbox"/>	Other			
<input type="checkbox"/>	Final			

	Special (Consultant)	Date	Inspector	Comments or Corrections
<input type="checkbox"/>	Steel			
<input type="checkbox"/>	Concrete			
<input type="checkbox"/>	Masonry			
<input type="checkbox"/>	Wood			
<input type="checkbox"/>	Soils/Foundations			
<input type="checkbox"/>	Spray-Applied Fireproofing			
<input type="checkbox"/>	Smoke Control Systems			
<input type="checkbox"/>	Other			

	Elevator Inspection (State)	Date	Inspector	Comments or Corrections
<input type="checkbox"/>	Final			

	Electrical (Co. St. Electrical Bd.)	Date	Inspector	Comments or Corrections
<input type="checkbox"/>	Underground			
<input type="checkbox"/>	Rough Walls			
<input type="checkbox"/>	Rough Ceilings			
<input type="checkbox"/>	Final			

Place this card in an obvious, protected location, along with all related inspection reports and documents.

SBP-BIR
Rev. 5/2012

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SECTION 00 65 19.03 – NOTICE OF APPROVAL OF OCCUPANCY/USE

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF APPROVAL OF OCCUPANCY/USE
 - A. State of Colorado form “Notice of Approval of Occupancy/Use” (SBP-01).
 - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE

PART 2 - PRODUCTS (Not (Not Applicable)Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 65 19.03



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE OF APPROVAL OF OCCUPANCY/USE

Date of Occupancy: _____
Date to be inserted by the Architect/Engineer after consultation with Principal Representative

Institution/Agency: _____

Project No./Name: _____

Portion(s) of project for which occupancy is approved:

Type of Occupancy: ☐ Total or ☐ Partial

The items identified below if applicable must be completed with before Occupancy is approved.

Date Completed	A/E Signoff	
		1. The Notice of Substantial Completion has been issued and the Building Inspection Record is completely signed-off and attached.
		2a. Notification has been made to the local Fire Department concerning which portion(s) of the building will be occupied and the date(s).
		2b. Fire alarms, smoke detection systems and building fire sprinkler systems have been fully checked and are operable.
		2c. The building's fire connections must be installed and operable, if applicable.
		3. Coordination for final utility and service connections and meters (water, gas, sewer, electricity and telecommunication) has been made and systems are in full operating order.
		4. Sterilization of plumbing systems has been performed.
		5. Operational test of systems and equipment has been performed as required.
		6. Systems adjustments such as balancing, equipment operations, etc., have been performed. Reports have been submitted to the Architect/Engineer for approval.
		7. Principal Representative furnished equipment and furnishings are coordinated and placed.
		8. All elements left unfinished must be in such condition that there would be no hazard to the health or safety of the occupants.
		9. All restroom facilities must be fully functional and operable.
		10. All light fixtures must be installed and operable.

SECTION 00 65 19.23 – PRE-ACCEPTANCE CHECKLIST

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 PRE-ACCEPTANCE CHECKLIST
 - A. State of Colorado form “Pre-Acceptance Checklist” (SBP-05).
 - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 65 19.23



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

PRE-ACCEPTANCE CHECKLIST*

Institution or Agency: _____ Final Punch List Date _____
Architect/Engineer: _____
Contractor: _____
Project No./Name: _____

After Contractor is satisfied that work is complete as per Notice of Substantial Completion Punch List, a date for final review is established. Architect/Engineer inspection is made with Contractor(s) and Principal Representative and State Buildings Programs (SBP) present. Forms are processed as required.

	DATE COMPLETED	A/E SIGNOFF	REMARKS
1. The Notice of Approval of Occupancy/Use has been fully executed.			
2. Schedule for corrections, deficiencies, and items to be supplied are established by Contractor.			
3. Final Change Orders are processed (work must be completed prior to Notice of Acceptance).			
4. Punch list work is completed and accepted			
5. Permanent keying, keys and keying instructions have been performed.			
6. Extra materials as per specifications are delivered to Principal Representative.			
7. As-built drawings have been submitted to Architect/Engineer.			
8. Guarantee/Warranty documentation requirements are met.			
9. Five Most Costly Goods form is completed by Contractor and received			
10. Removal of Contractor's temporary work including cleanup and debris removal.			
11. State personnel are instructed in system and equipment operations as required by contract.			
12. All Instructions, manuals, guides, and charts have been transmitted to Principal Representative.			

Architect/Engineer _____ Date _____

Contractor _____ Date _____

State Buildings Programs _____ Date _____
(or Authorized Delegate)

Principal Representative _____ Date _____
(Institution or Agency)

SECTION 00 65 19.25 – NOTICE OF PARTIAL FINAL ACCEPTANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

1.2 SUMMARY

1.3 DEFINITIONS

1.4 NOTICE OF PARTIAL FINAL ACCEPTANCE

- A. State of Colorado form “Notice of Partial Final Acceptance” (SC-6.271).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 65 19.25



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE OF PARTIAL FINAL ACCEPTANCE

Date of Notice of Partial Acceptance: _____

_____ Date to be inserted by A/E after consultation with the Principal Representative

Institution/Agency: _____

Project No./Name: _____

Portion(s) of Project for which final acceptance is approved:

TO:

Notice is hereby given that the State of Colorado, acting by and through the _____,
accepts as complete* the above numbered project.

State Buildings Program
(or Authorized Delegate)

_____ Date

Principal Representative
(Institution or Agency)

_____ Date

*When completely executed, this form is to be sent by certified mail to the Contractor by the Principal Representative.

SECTION 00 65 19.26 – NOTICE OF FINAL ACCEPTANCE

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF FINAL ACCEPTANCE
 - A. State of Colorado form “Notice of Final Acceptance” (SBP-6.27).
 - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 65 19.26



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE OF FINAL ACCEPTANCE

Date of Notice of Acceptance: _____
Date to be inserted by A/E after consultation with the Principal Representative

Institution/Agency: _____

Project No./Name: _____

TO:

Notice is hereby given that the State of Colorado, acting by and through the _____,
accepts as complete* the above numbered project.

State Buildings Program (or Authorized Delegate)	Date	Principal Representative (Institution or Agency)	Date
---	------	---	------

*When completely executed, this form is to be sent by **certified mail** to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.

SECTION 00 65 19.30 – NOTICE OF CONTRACTOR’S SETTLEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

1.2 SUMMARY

1.3 DEFINITIONS

1.4 NOTICE OF CONTRACTOR’S SETTLEMENT

- A. State of Colorado form “Notice of Contractor’s Settlement” (SBP-7.3).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 65 19.30



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE OF CONTRACTOR'S SETTLEMENT

Institution/Agency: _____
Notice Number: _____
Project No./Title: _____

Notice is hereby given that on date _____ at address _____ Colorado, final settlement will be made by the STATE OF COLORADO with vendor name _____, hereinafter called the "CONTRACTOR", for and on account of the contract for the construction of a PROJECT as referenced above.

1. Any person, co-partnership, association or corporation who has an unpaid claim against the said project, for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies used or consumed by such Contractor or any of his subcontractors in or about the performance of said work, may at any time up to and including said time of such final settlement, file a verified statement of the amount due and unpaid on account of such claim
2. All such claims shall be filed with the Authority for College, Institution, Department or Agency.
3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve the State of Colorado from any and all liability for such claim

Authorized Facility Manager or Authorized Individual

Name: _____
Approval Date: _____
Agency: _____
Phone: _____
Fax: _____
Email: _____

MEDIA OF PUBLICATION:

PUBLICATION DATES:

First:

Second: (At least ten (10) days prior to above settlement date)

NOTES TO EDITOR:

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

SECTION 00 72 53 – GENERAL CONDITIONS (D/B/B)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

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

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER BULLETIN

- A. State of Colorado form “The General Conditions of the Contractor’s Design/Bid/Build (D/B/B) Agreement” (SC-6.23).
- B. A copy of the above noted document is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 72 53

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**



**THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD (D/B/B)
AGREEMENT**
(STATE FORM SC-6.23)

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT
(STATE FORM SC-6.23)

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**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**

**THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT
(STATE FORM SC-6.23)**

ARTICLE 1. DEFINITIONS

CONTRACT DOCUMENTS

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

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

DEFINITIONS OF WORDS AND TERMS USED

1. **AGREEMENT.** The term "Agreement" shall mean the written agreement entered into by the State of Colorado acting by and through the Principal Representative and the Contractor for the performance of the Work and payment therefore, on State Form SC-6.21. The term Agreement when used without reference to State Form SC-6.21 may also refer to the entirety of the parties' agreement to perform the Work described in the Contract Documents or reasonably inferable there from. The term "Contract" shall be interchangeable with this latter meaning of the term Agreement
2. **AMENDMENT:** The term "Amendment" means a written order signed by the Principal Representative or its authorized agent, issued after the execution of this Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Contract Sum, or the Contract Time as required by State Building Program's policy Contract Modification Guidelines.

3. ARCHITECT/ENGINEER. The term "Architect/Engineer" shall mean either the architect of record or the engineer of record under contract to the State of Colorado for the Project identified in the Contract Documents.
4. CHANGE ORDER. The term "Change Order" means a written order directing the Contractor to make changes in the Work, in accordance with Article 35A, The Value of Changed Work.
5. COLORADO LABOR. The term "Colorado labor", as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public Works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.
6. CONTRACTOR. The word "Contractor" shall mean the person, company, firm, corporation or other legal entity entering into a contract with the State of Colorado acting by and through the Principal Representative
7. DAYS. The term "days" whether singular or plural shall mean calendar days unless expressly stated otherwise. Where the term "business days" is used it shall mean business days of the State of Colorado.
8. DRAWINGS. The term "Drawings" shall mean all drawings approved by appropriate State officials which have been prepared by the Architect/Engineer showing the Work to be done, except that where a list of drawings is specifically enumerated in the Supplementary General Conditions or division 1 of the Specifications, the term shall mean the drawings so enumerated, including all addenda drawings.
9. EMERGENCY FIELD CHANGE ORDER. The term "Emergency Field Change Order" shall mean a written change order for extra Work or a change in the Work necessitated by an emergency as defined in Article 35D executed on State form SC 6.31 and identified as an Emergency Field Change Order. The use of such orders is limited to emergencies and to the amounts shown in Article 35D.
10. FINAL ACCEPTANCE. The terms "final acceptance" or "finally complete" mean the stage in the progress of the Work, after substantial completion, when all remaining items of Work have been completed, all requirements of the Contract Documents are satisfied and the Notice of Acceptance can be issued. Discrete physical portions of the Project may be separately and partially deemed finally complete at the discretion of the Principal Representative when that portion of the Project reaches such stage of completion and a partial Notice of Acceptance can be issued.
11. FIXED LIMIT OF CONSTRUCTION COST. The term "Fixed Limit of Construction Cost" shall set forth a dollar amount available for the total Construction Cost of all elements of the Work as specified by the Principal Representative.
12. NOTICE. The term "Notice" shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 8 of the Agreement. Notice Identification, or to such other person as either party identifies in writing to receive Notice. Notice by facsimile transmission where proper transmission is evidence shall be adequate where facsimile numbers are included in Article 8 of the Agreement. Notwithstanding an email delivery or return receipt, email Notice shall not be adequate. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.
13. OCCUPANCY. The term "Occupancy" means occupancy taken by the State as Owner after the Date of Substantial Completion at a time when a building or other discrete physical portion of the Project is used for the purpose intended. The Date of Occupancy shall be the date of such first use, but shall not be prior to the date of execution of the Notice of Approval of Occupancy/Use. Prior to the date of execution of a Notice of Approval of Occupancy/Use, the state shall have no right to occupy and the project may not be considered safe for occupancy for the intended use.

14. OWNER. The term "Owner" shall mean the Principal Representative.
15. PRINCIPAL REPRESENTATIVE. The term "Principal Representative" shall be defined, as provided in C.R.S. § 24-30-1301(14), as the governing board of a state department, institution, or agency; or if there is no governing board, then the executive head of a state department, institution, or agency, as designated by the governor or the general assembly and as specifically identified in the Contract Documents, or shall have such other meaning as the term may otherwise be given in C.R.S. § 24-30-1301(14), as amended. The Principal Representative may delegate authority. The Contractor shall have the right to inquire regarding the delegated authority of any of the Principal Representative's representatives on the project and shall be provided with a response in writing when requested.
16. PRODUCT DATA. The term "Product Data" shall mean all submittals in the form of printed manufacturer's literature, manufacturer's specifications, and catalog cuts.
17. PROJECT. The "Project" is the total construction of which the Work performed under the Contract Documents is a part, and may include construction by the Principal Representative or by separate contractors.
18. REASONABLY INFERABLE. The phrase "reasonably inferable" means that if an item or system is either shown or specified, all material and equipment normally furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not, omitting only such parts as are specifically excepted, and shall include only components which the Contractor could reasonably anticipate based on his or her skill and knowledge using an objective, industry standard, not a subjective standard. This term takes into consideration the normal understanding that not every detail is to be given on the Drawings and Specifications. If there is a difference of opinion, the Principal Representative shall make the determination as to the standards of what reasonably inferable.
19. SAMPLES. The term "Samples" shall mean examples of materials or Work provided to establish the standard by which the Work will be judged.
20. SBP. The term "SBP" means "State Buildings", which is used in connection with labeling applicable State form documents (e.g., "SBP-01" is the form number for Notice of Approval of Occupancy/Use).
21. SC. The term "SC" means "State Contract" which is used in connection with labeling applicable State form documents (e.g. "SC 6.23" is the State form number for these General Conditions of the Contractor's Design/Bid/Build Agreement).
22. SCHEDULE OF VALUES. The term "Schedule of Values" is defined as the itemized listing of description of the Work by Division and Section of the Specifications. The format shall be the same as Form SC-7.2. Included shall be the material costs, and the labor and other costs plus the sum of both.
23. SHOP DRAWINGS. The term "Shop Drawings" shall mean any and all detailed drawings prepared and submitted by Contractor, Subcontractor at any tier, vendors or manufacturers providing the products and equipment specified on the Drawings or called for in the Specifications.
24. SPECIFICATIONS. The term "Specifications" shall mean the requirements of the CSI divisions of the project manual prepared by the Architect/Engineer describing the Work to be accomplished.
25. STATE BUILDINGS PROGRAM. Shall refer to the Office of the State Architect within the Department of Personnel & Administration of Colorado State government responsible for project administration, review, approval and coordination of plans, construction procurement policy, contractual procedures, and code compliance and inspection of all buildings, public Works and improvements erected for state purposes; except public roads and highways and projects under the supervision of the division of wildlife and the division of parks and outdoor recreation as provided in C.R.S. § 24-30-1301, *et seq.* The term State Buildings Program shall also mean that individual within a State Department agency or institution, including institutions of higher education, who has signed an agreement accepting delegation to perform all or part of the responsibilities and functions of State Buildings Program.
26. SUBCONTRACTOR. The term "Subcontractor" shall mean a person, firm or corporation supplying labor, materials, equipment and/or Services for Work at the site of the Project for, and under separate contract or agreement with the Contractor.
27. SUBMITTALS. The term "submittals" means drawings, lists, tables, documents and samples prepared by the Contractor to facilitate the progress of the Work as required by these General

Conditions or the Drawings and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of subcontractors, construction progress schedules, schedules of values, applications for payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are *required* by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract Documents.

28. **SUBSTANTIAL COMPLETION.** The terms "substantial completion" or "substantially complete" mean the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents as modified by any Change Orders, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion can be issued. Portions of the Project may, at the discretion of the Principal Representative, be designated as substantially complete.
29. **SUPPLIER.** The term "Supplier" shall mean any manufacturer, fabricator, distributor, material man or vendor.
30. **SURETY.** The term "Surety" shall mean the company providing the labor and material payment and performance bonds for the Contractor as obligor.
31. **VALUE ENGINEERING.** "Value Engineering" or "VE" is defined as an analysis and comparison of cost versus value of building materials, equipment, and systems. VE considers the initial cost of construction, coupled with the estimated cost of maintenance, energy use, life expectancy and replacement cost. VE related to this Project shall include the analysis and comparison of building elements in an effort to reduce overall Project costs, while maintaining or enhancing the quality of the design intent, whenever possible.
32. **WORK.** The term "Work" shall mean all or part of the labor, materials, equipment, and other services required by the Contract Documents or otherwise required to be provided by the Contractor to meet the Contractor's obligations under the Contract.

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

A. EXECUTION

The Contractor, within ten (10) days from the date of Notice of Award, will be required to:

1. Execute the Agreement, State Form SC-6.21;
2. Furnish fully executed Performance and Labor and Material Payment Bonds on State Form s SC-6.22 and SC-6.221; and
3. Furnish certificates of insurance evidencing all required insurance on standard Acord forms designed for such purpose.
4. Furnish certified copies of any insurance policies requested by the Principal Representative.

B. CORRELATION

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

C. INTENT OF DOCUMENTS

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

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

cost to the Principal Representative, make good any damage to, or defect in, Work which is caused by such omission.

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

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

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

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

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

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

D. PARTNERING, COMMUNICATIONS AND COOPERATION

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

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

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

ARTICLE 3. COPIES FURNISHED

- A. The Contractor will be furnished, free of charge, the number of copies of Drawings and Specifications as specified in the Contract Documents, or if no number is specified, all copies reasonably necessary for the execution of the Work.

ARTICLE 4. OWNERSHIP OF DRAWINGS

Drawings or Specifications, or copies of either, furnished by the Architect/Engineer, are not to be used on any other Work. At the completion of the Work, at the written request of the Architect/Engineer, the Contractor shall endeavor to return all Drawings and Specifications.

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

ARTICLE 5. ARCHITECT/ENGINEER'S STATUS

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

ARTICLE 6. ARCHITECT/ENGINEER DECISIONS AND JUDGMENTS, ACCESS TO WORK AND INSPECTION

A. DECISIONS

The Architect/Engineer shall, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work or the interpretation of the Contract Documents, and in the exercise of due diligence shall be reasonably available to the Contractor to timely interpret and make decisions with respect to questions relating to the design or concerning the Contract Documents.

B. JUDGMENTS

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

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

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

C. ACCESS TO WORK

The Architect/Engineer, the Principal Representative and representatives of State Buildings Program shall at all times have access to the Work. The Contractor shall provide proper facilities for such access and for their observations or inspection of the Work.

D. INSPECTION

The Architect/Engineer has agreed to make, or that structural, mechanical, electrical engineers or other consultants will make, periodic visits to the site to generally observe the progress and quality of the Work to determine in general if the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

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

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

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

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

ARTICLE 7. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

The Contractor shall employ, and keep present (as applicable) on the Project during its progress, a competent project manager as satisfactory to the Principal Representative. The project manager shall not be changed except with the consent of the Principal Representative, unless the project manager proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The project manager shall represent

the Contractor for the Project, and in the absence of the Contractor, all directions given to the project manager shall be as binding as if given to the Contractor. Directions received by the project manager shall be documented by the project manager and communicated in writing with the Contractor.

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

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

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

ARTICLE 8. MATERIALS AND EMPLOYEES

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

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

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

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

A. SURVEYS

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

B. PERMITS AND LICENSES

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

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Principal Representative, unless otherwise specified.

C. TAXES

1. Refund of Sales and Use Taxes

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

2. Federal Taxes

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

D. LAWS AND REGULATIONS

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

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

ARTICLE 10. PROTECTION OF WORK AND PROPERTY

A. GENERAL PROVISIONS

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

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

B. SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees on the Project, and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He or she shall erect and properly maintain at all times, as required by the conditions and

progress of the Work, all necessary safeguards for the protection of Workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he or she shall designate a responsible member of his or her organization on the Project, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Architect/Engineer by the Contractor.

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

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

C. EMERGENCIES

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

ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK

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

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

ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES

A. REQUESTS FOR INFORMATION

The Architect/Engineer shall furnish additional instructions with reasonable promptness, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from. The Architect/Engineer shall determine what additional instructions or drawings are necessary for the proper execution of the Work.

The Work shall be executed in conformity with such instructions and the Contractor shall do no Work without proper drawings, specifications or instructions. If the Contractor believes additional instructions, specifications or drawings are needed for the performance of any portion of the Work, the Contractor shall give Notice of such need in writing through a request for information furnished to the Architect/Engineer sufficiently in advance of the need for such additional instructions, specifications or drawings to avoid delay and to allow the Architect/Engineer a reasonable time to respond. The Contractor shall maintain a log of the requests for information and the responses provided.

B. SCHEDULES

1. Submittal Schedules

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

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

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

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

2. Schedule of Values

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and Principal Representative, for approval, and to the State Buildings Program when specifically requested, a complete itemized schedule of the values of the various parts of the Work, as estimated by the Contractor, aggregating the total price. The

schedule of values shall be in such detail as the Architect/Engineer or the Principal Representative shall require, prepared on forms acceptable to the Principal Representative. It shall, at a minimum, identify on a separate line each division of the Specifications including the general conditions costs to be charged to the Project. The Contractor shall revise and resubmit the schedule of values for approval when, in the opinion of the Architect/Engineer or the Principal Representative, such resubmittal is required due to changes or modifications to the Contract Documents or the Contract sum.

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

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

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

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

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

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

3. Construction Schedules

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

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

All other elements of the CPM schedule shall be as required by the Specifications. In addition, the Contractor shall submit monthly updates or more frequently, if required by the Principal Representative, updates of the construction schedule. These updates shall reflect the Contractor's "Work in place" progress.

When requested by the Architect/Engineer, the Principal Representative or the State Buildings Program, the Contractor shall revise the construction schedule to reflect changes in the schedule of values.

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

ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. SUBMITTAL PROCESS

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

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

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

B. FABRICATION AND ORDERING

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

C. DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS

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

D. CONTRACTOR REPRESENTATIONS

By preparing, approving, and/or submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field

construction criteria related thereto, and has checked and coordinated the information contained within each submittal with the requirements of the Work, the Project and the Contract Documents and prior reviews and approvals.

ARTICLE 14. SAMPLES AND TESTING

A. SAMPLES

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

B. TESTING - GENERAL

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

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

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

C. TESTING - CONCRETE AND SOILS

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

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

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

D. TESTING - OTHER

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

ARTICLE 15. SUBCONTRACTS

A. CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES OR COLORADO

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

B. SUBCONTRACTOR LIST

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

C. SUBCONTRACTOR SUBSTITUTIONS

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

D. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

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

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

ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind each Subcontractor to the terms of these General Conditions and to the requirements of the Drawings and Specifications, and any Addenda thereto, and also all the other Contract Documents, so far as applicable to the Work of such Subcontractor. The Contractor further agrees to bind each Subcontractor to those terms of the General Conditions which expressly require that Subcontractors also be bound, including without limitation, requirements that Subcontractors waive all rights of subrogation,

provide adequate general commercial liability and property insurance, automobile insurance and workers' compensation insurance as provided in Article 25, Insurance.

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

ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

ARTICLE 18. SEPARATE CONTRACTS

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

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

ARTICLE 19. USE OF PREMISES

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

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

ARTICLE 20. CUTTING, FITTING OR PATCHING

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

ARTICLE 21. UTILITIES

A. TEMPORARY UTILITIES

Unless otherwise specifically stated in the Specifications or on the Drawings, the Principal Representative shall be responsible for the locations of all utilities as shown on the Drawings or indicated elsewhere in the Specifications, subject to the Contractor's compliance with all statutory or regulatory requirements to call for utility locates. When actual conditions deviate from those shown the Contractor shall comply with the requirements of Article 37, Differing Site Conditions. The Contractor shall provide and pay for the installation of all temporary utilities required to supply all the power, light and water needed by him and other Contractors for their Work and shall install and maintain all such utilities in

such manner as to protect the public and Workmen and conform with any applicable laws and regulations. Upon completion of the Work, he or she shall remove all such temporary utilities from the site. The Contractor shall pay for all consumption of power, light and water used by him or her and the other Contractors, without regard to whether such items are metered by temporary or permanent meters. The Superintendent shall have full authority over all trades and Subcontractors at any tier to prevent waste. The cut-off date on permanent meters shall be either the agreed date of the date of the Notice of Substantial Completion or the Notice of Approval of Occupancy/Use of the Project.

B. PROTECTION OF EXISTING UTILITIES

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

C. CROSSING OF UTILITIES

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

ARTICLE 22. UNSUITABLE CONDITIONS

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

ARTICLE 23. TEMPORARY FACILITIES

A. OFFICE FACILITIES

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

B. TEMPORARY HEAT

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

C. WEATHER PROTECTION

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

D. DUST PARTITIONS

If the Work involves Work in an occupied existing building, the Contractor shall erect and maintain during the progress of the Work, suitable dust-proof temporary partitions, or more permanent partitions as specified, to protect such building and the occupants thereof.

E. BENCH MARKS

The Contractor shall maintain any site bench marks provided by the Principal Representative and shall establish any additional benchmarks specified by the Architect/Engineer as necessary for the Contractor to layout the Work and ascertain all grades and levels as needed.

F. SIGN

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

G. SANITARY PROVISION

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

ARTICLE 24. CLEANING UP

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

ARTICLE 25. INSURANCE

A. GENERAL

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

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

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

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

The following coverages shall be included in the CGL:

1. Per project general aggregate (CG 25 03 or similar)
2. Additional Insured status in favor of the State of Colorado and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG2010 10/01 and CG 2037 10/01 or equivalent as permitted by law.
3. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
4. A waiver of Subrogation in favor of all Additional Insured parties.
5. Personal Injury Liability
6. Contractual Liability coverage to support indemnification obligation per Article 53.I
7. Explosion, collapse and underground (xcu)

The following exclusionary endorsements are prohibited in the CGL policy:

1. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
2. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
3. If applicable to the Work to be performed: Residential or multi-family
4. If applicable to the Work to be performed: Exterior insulation finish systems
5. If applicable to the Work to be performed: Subsidence or Earth Movement

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

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

Combined Bodily Injury and Property Damage Liability
(Combined Single Limit):

\$1,000,000 each accident

Coverages:

Specific waiver of subrogation

- D. WORKERS' COMPENSATION INSURANCE

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

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

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

- E. UMBRELLA LIABILITY INSURANCE (for construction projects exceeding \$10,000,000, provide the following coverage):

The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence	\$5,000,000
Aggregate	\$5,000,000

F. BUILDER'S RISK INSURANCE

Unless otherwise expressly stated in the Supplementary General Conditions (e.g. where the State elects to provide for projects with a completed value of less than \$1,000,000), the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later.

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

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

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

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

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

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

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

G. POLLUTION LIABILITY INSURANCE

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

H. **ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS**

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

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

ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE 27. LABOR AND WAGES

In accordance with laws of Colorado, C.R.S. § 8-17-101(1), as amended, Colorado labor shall be employed to perform at least eighty percent of the Work. If the Federal Davis-Bacon Act shall be applicable to the Project, as indicated in Article 6B (Design/Bid/Build Agreement SC-6.21), Modification of Article 27, the minimum wage rates to be paid on the Project will be specified in the Contract Documents.

ARTICLE 28. ROYALTIES AND PATENTS

The Contractor shall be responsible for assuring that all rights to use of products and systems have been properly arranged and shall take such action as may be necessary to avoid delay, at no additional charge to the Principal Representative, where such right is challenged during the course of the Work. The Contractor shall pay all royalties and license fees required to be paid and shall defend all suits or claims for infringement of any patent rights and shall save the State of Colorado harmless from loss on account thereof, in accordance with Article 52C, Indemnification; provided, however, the Contractor shall not be responsible for such loss or defense for any copyright violations contained in the Contract Documents prepared by the Architect/Engineer or the Principal Representative of which the Contractor is unaware, or for any patent violations based on specified processes that the Contractor is unaware are patented or that the Contractor should not have had reason to believe were patented.

ARTICLE 29. ASSIGNMENT

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

ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE

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

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

If the Contractor does not perform repair, correction and replacement of defective Work, in lieu of proceeding by issuance of a Notice of intent to remove condemned Work as outlined above, the Principal Representative may, not less than seven (7) days after giving the original written Notice of the need to repair, correct, or replace defective Work, deduct all costs and expenses of replacement or correction as instructed by the Architect/Engineer from the Contractor's next application for payment in addition to the value of the defective Work or material. The Principal Representative may also make an equitable deduction from the Contract sum by unilateral Change Order, in accordance with Article 33, Payments Withheld and Article 35, Changes In The Work.

If the Contractor does not remove such condemned or irreparably defective Work or material within a reasonable time, the Principal Representative may, after giving a second seven (7) day advance Notice to the Contractor and the Surety, remove them and may store the material at the Contractor's expense. The Principal Representative may accomplish the removal and replacement with its own forces or with another Contractor. If the Contractor does not pay the expense of such removal and pay all storage charges within ten (10) days thereafter, the Principal Representative may, upon ten (10) days' written Notice, sell such material at auction or at private sale and account for the net proceeds thereof, after deducting all costs and expenses which should have been borne by the Contractor. If the Contractor shall commence and diligently pursue such removal and replacement before the expiration of the seven-day period, or if the Contractor shall show good cause in conjunction with submittal of a revised CPM schedule showing when the Work will be performed and why such removal of condemned Work should be scheduled for a later date, the Principal Representative shall not proceed to remove or replace the condemned Work.

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

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

ARTICLE 31. APPLICATIONS FOR PAYMENTS

A. CONTRACTOR'S SUBMITTALS

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

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

All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error.

B. ARCHITECT/ENGINEER CERTIFICATION

In accordance with the Architect/Engineer's agreement with the Principal Representative, the Architect/Engineer after appropriate observation of the progress of the Work shall certify to the Principal Representative the amount that the Contractor is entitled to, and forward the application to the Principal Representative. If the Architect/Engineer certifies an amount different from the amount requested or otherwise alters the Contractor's application for payment, a copy shall be forwarded to the Contractor.

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

C. RETAINAGE WITHHELD

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

D. RELEASE OF RETAINAGE

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

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

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

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

If the Principal Representative considers the Contractor's request for such release satisfactory and supported by substantial reasons, the Architect/Engineer shall make a "final inspection" of the applicable portion of the Project to determine whether the Subcontractor's Work has been completed in accordance with the Contract Documents. A final punch list shall be made for the Subcontractor's Work

and the procedures of Article 41, Completion, Final Inspection, Acceptance and Settlement, shall be followed for that portion of the Work, except that advertisement of the intent to make final payment to the Subcontractor shall be required only if the Principal Representative has reason to believe that a supplier or Subcontractor to the Subcontractor for which the request is made, may not have been fully paid for all labor and materials furnished to the Project.

ARTICLE 32. CERTIFICATES FOR PAYMENTS

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

ARTICLE 33. PAYMENTS WITHHELD

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

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

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

ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK

If the Architect/Engineer and the Principal Representative deem it inexpedient to correct Work damaged or not performed in accordance with the Contract Documents, the Principal Representative may, after consultation with the Architect/Engineer and ten (10) days' Notice to the Contractor of intent to do so, make reasonable reductions from the amounts otherwise due the Contractor on the next application for payment. Notice shall specify the amount or terms of any contemplated reduction. The Contractor may during this period correct or perform the Work. If the Contractor does not correct or perform the Work, an equitable deduction from the Contract sum shall be made by Change Order, in accordance with Article 35, Changes In The Work, unilaterally if necessary. If either party elects' facilitation of this issue after Notice is given, the ten-day (10) notice period shall be extended and tolled until facilitation has occurred.

ARTICLE 35. CHANGES IN THE WORK

The Principal Representative may designate, without invalidating the Agreement, and with the approval of State Buildings Program and the State Controller, may order extra Work or make changes with or without the consent of the Contractor as hereafter provided, by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such changes in the Work shall be within the general scope of and be executed under the conditions of the Contract, except that any claim for extension of time made necessary due to the change or any claim of other delay or other impacts caused by or resulting from the change in the Work shall be presented by the Contractor and adjusted by Change Order to the extent known at the time such change is ordered and before proceeding with the extra or changed Work. Any claims for extension of time or of delay or other impacts, and any costs associated with extension of time, delay or other impacts, which are not presented before proceeding with the change in the Work, and which are not adjusted by Change Order to the extent known, shall be waived.

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

A. THE VALUE OF CHANGED WORK

1. The value of any extra Work or changes in the Work shall be determined by agreement in one or more of the following ways:
 - F. a. By estimate and acceptance of a lump-sum amount;
 - G. b. By unit prices specified in the Agreement, or subsequently agreed upon, that are extended by specific quantities;
 - H. c. By actual cost plus a fixed fee in a lump sum amount for profit, overhead and all indirect and off-site home office costs, the latter amount agreed upon in writing prior to starting the extra or changed Work.
2. Where the Contractor and the Principal Representative cannot agree on the value of extra Work, the Principal Representative may order the Contractor to perform the changes in the Work and a Change Order may be unilaterally issued based on an estimate of the change in the Work prepared by the Architect/Engineer. The value of the change in the Work shall be the Principal Representative's determination of the amount of equitable adjustment attributable to the extra Work or change. The Principal Representative's determination shall be subject to appeal by the Contractor pursuant to the claims process in Article 36, Claims.
3. Except as otherwise provided in Article 35B, Detailed Breakdown, the Cost Principles of the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall govern all Contract changes.

B. DETAILED BREAKDOWN

In all cases where the value of the extra or changed Work is not known based on unit prices in the Contractor's bid or the Agreement, a detailed change proposal shall be submitted by the Contractor on a Change Order Proposal (SC-6.312), or in such other format as the State Buildings Program approves, with which the Principal Representative may require an itemized list of materials, equipment and labor, indicating quantities, time and cost for completion of the changed Work.

Such detailed change proposals shall be stated in lump sum amounts and shall be supported by a separate breakdown, which shall include estimates of all or part of the following when requested by the Architect/Engineer or the Principal Representative:

1. Materials, indicating quantities and unit prices including taxes and delivery costs if any (separated where appropriate into general, mechanical and electrical and/or other Subcontractors' Work; and the Principal Representative may require in its discretion any significant subcontract costs to be similarly and separately broken down).
2. Labor costs, indicating hourly rates and time and labor burden to include Social Security and other payroll taxes such as unemployment, benefits and other customary burdens.
3. Costs of project management time and superintendence time of personnel stationed at the site, and other field supervision time, but only where a time extension, other than a weather delay, is approved as part of the Change Order, and only where such project management time and superintendence time is directly attributable to and required by the change; provided however that additional cost of on-site superintendence shall be allowable whenever in the opinion of the Architect/Engineer the impact of multiple change requests to be concurrently performed will result in inadequate levels of supervision to assure a proper result unless additional superintendence is provided.
4. Construction equipment (including small tools). Expenses for equipment and fuel shall be based on customary commercially reasonable rental rates and schedules. Equipment and hand tool costs shall not include the cost of items customarily owned by workers.
5. Workers' compensation costs, if not included in labor burden.
6. The cost of commercial general liability and property damage insurance premiums but only to the extent charged the Contractor as a result of the changed Work.
7. Overhead and profit, as hereafter specified.
8. Builder's risk insurance premium costs.
9. Bond premium costs.
10. Testing costs not otherwise excluded by these General Conditions.
11. Subcontract costs.

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

	OVERHEAD	PROFIT	COMMISSION
To the Contractor or to Subcontractors for the portion of Work performed with their own forces:	10%	5%	0%
To the Contractor or to Subcontractors for Work performed by others at a tier immediately below either of them:	5%	0%	5%

Overhead shall include: a) insurance premium for policies not purchased for the Project and itemized above, b) home office costs for office management, administrative and supervisory personnel and assistants, c) estimating and change order preparation costs, d) incidental job burdens, e) legal costs, f) data processing costs, g) interest costs on capital, h) general office expenses except those attributable to increased rental expenses for temporary facilities, and all other indirect costs, but shall not include the Social Security tax and other direct labor burdens. The term "Work" as used in the proceeding table shall include labor, materials and equipment and the "Commission" shall include all costs and profit for carrying the subcontracted Work at the tiers below except direct costs as listed in items 1 through 11 above if any.

On proposals for Work involving both additions and credits in the amount of the Contract sum, the overhead and profit will be allowed on the net increase only. On proposals resulting in a net deduct to the amount of the Contract sum, profit on the deducted amount shall be returned to the Principal

Representative at fifty percent (50%) of the rate specified. The inadequacy of the profit specified shall not be a basis for refusal to submit a proposal.

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

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

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

C. HAZARDOUS MATERIALS

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

I.

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

K.

3. **The contractor shall not be required to perform Work without consent in any areas where it reasonably believes hazardous substances that have not been rendered harmless are present.**

D. EMERGENCY FIELD CHANGE ORDERED WORK

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

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

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

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

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

Written assurance shall be in the form of an Amendment to the Contract reciting the source and amount of such appropriation available for the Project. No remedy granting provision of this Contract shall obligate the Principal Representative to seek appropriations to cover costs in excess of the amounts recited as available to pay for the Work to be performed.

ARTICLE 36. CLAIMS

It is the intent of these General Conditions to provide procedures for speedy and timely resolution of disagreements and disputes at the lowest level possible. In the spirit of on the job resolution of job site issues, the parties are encouraged to use the partnering processes of Article 2D, Partnering, Communications and Cooperation, before turning to the more formal claims processes described in this Article 36, Claims. The use of non-binding dispute resolution, whether through the formal processes described in Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, or through less formal alternative processes developed as part of a partnering plan, are also encouraged. Where such process cannot resolve the issues in dispute, the claims process that follows is intended to cause the issues to be presented, decided and where necessary, documented in close proximity to the events from which the issues arise. To that end, and in summary of the remedy granting process that follows commencing with the next paragraph of this Article 36, Claims, the Contractor shall 1) first, seek a decision by the Architect/Engineer, and 2) shall second, informally present the claim to Principal Representative as described hereafter, and 3) failing resolution in the field, give Notice of intent to exercise statutory rights of review of a formal contract controversy, and 4) seek resolution outside the Contract as provided by the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

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

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

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

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

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

Representative shall provide a written explanation regarding any portion of the Contractor's claim that is denied.

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

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

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

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

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

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

ARTICLE 37. DIFFERING SITE CONDITIONS

A. NOTICE IN WRITING

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

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

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

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

B. LIMITATIONS

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

ARTICLE 38. DELAYS AND EXTENSIONS OF TIME

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

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

Provided that the Contractor has submitted reasonable schedules for approval when required by Article 12, Requests for Information and Schedules, if no schedule is agreed to fixing the dates on which the responses to requests for information or detail drawings will be needed, or Shop Drawings, Product Data or Samples are to be reviewed as required or allowed by Article 12B, Schedules, no extension of time will be allowed for the Architect/Engineer's failure to furnish such detail drawings as needed, or for the failure to initially review Shop Drawings, Product Data or Samples, except in respect of that part of any delay in furnishing detail drawings or instructions extending beyond a reasonable period after written demand for such detailed drawings or instructions is received by the Architect/Engineer. In any event, any claim for an extension of time for such cause will be recognized only to the extent of delay directly caused by failure to furnish detail drawings or instructions or to review Shop Drawings, Product Data or Samples pursuant to schedule, after such demand.

All claims for extension of time due to a delay claimed to arise or result from ordered changes in the scope of the Work, or due to instructions claimed to increase the scope of the Work, shall be presented to the Architect/Engineer, the Principal Representative and State Buildings Program as part of a claim for extra cost, if any, in accordance with Article 36, Claims, and in accordance with the Change Order procedures required by Article 35, Changes In The Work.

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

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

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

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

ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

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

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

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

The obligation to participate in facilitated negotiations shall be as described above and elsewhere in these General Conditions, as by way of example in Article 36, Claims, or Article 34, Deductions for Uncorrected

Work and to the extent not more particularly described or limited elsewhere, each party's obligations shall be as follows:

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

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

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

ARTICLE 40. RIGHT OF OCCUPANCY

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

Prior to any occupancy of the Project, an inspection shall be made by the Principal Representative, State Buildings Program and the Contractor. Such inspection shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion

has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Contractor shall assist the Principal Representative in completing and executing State Form SBP-01, Approval of Occupancy/Use, prior to the Principal Representative's possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.

ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

A. NOTICE OF COMPLETION

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

B. FINAL INSPECTION

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

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

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

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

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

C. NOTICE OF SUBSTANTIAL COMPLETION

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

The Notice of Substantial Completion shall not be issued until the following have been fully established:

1. All required building code inspections have been called for and the appropriate code officials have affixed their signatures to the Building Inspection Record indicating successful completion of all required code inspections;
2. All required corrections noted on the Building Inspection Record shall have been completed unless the Architect/Engineer, the Principal Representative and State Buildings Program, in their complete and absolute discretion, all concur that the condition requiring the remaining correction is not in any way life threatening, does not otherwise endanger persons or property, and does not result in any undue inconvenience or hardship to the Principal Representative or the public;
3. The building, structure or Project can be fully and comfortably used by the Principal Representative and the public without undue interference by the Contractor's employees and Workers during the completion of the final punch list taking into consideration the nature of the public uses intended and taking into consideration any stage or level of completion of HVAC system commissioning or other system testing required by the Specifications to be completed prior to issuance of the Notice of Substantial Completion;
4. The Project has been fully cleaned as required by these General Conditions, and as required by any stricter requirements of the Specifications, and the overall state of completion is appropriate for presentation to the public; and
5. The Contractor has provided a schedule for the completion of each and every item identified on the punch list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item will be commenced and finished; such schedule will show completion of all remaining final punch list items within the period indicated in the Contract for final punch list completion prior to Final Acceptance, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 7.4 of the Contractor's Design/Bid/Build Agreement SC-6.21), the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor's proposed punch-list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

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

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

D. NOTICE OF ACCEPTANCE

The Notice of Acceptance shall establish the completion date of the Project. It shall not be authorized until the Contractor shall have performed all of the Work to allow completion and approval of the Pre-Acceptance Checklist (SBP-05).

Where partial Notices of Substantial Completion have been issued, partial Notices of Final Acceptance may be similarly issued when appropriate for that portion of the Work. Partial Notice of Final Acceptance may also be issued to exclude the Work described in Change Orders executed during late stages of the Project where a later completion date for the Change Ordered Work is expressly provided for in the Contract as amended by the Change Order, provided the Work can be adequately described to allow partial advertisement of any Notice of Partial Final Settlement to be issued without confusion as to the Work included for which final payment will be made.

E. SETTLEMENT

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

1. Delivered to the Principal Representative:
 - a. All guarantees and warranties;
 - b. All statements to support local sales tax refunds, if any;
 - c. Required operating maintenance instructions as per the Principal Representative; and,
 - d. One (1) set of hard copy as-built Contract Documents, and one (1) electronic copy showing all job changes.
2. Demonstrated to the operating personnel of the Principal Representative the proper operation and maintenance of all equipment.
3. Delivered to the State of Colorado Department of Personnel & Administration in accordance with the Colorado Procurement Code or the applicable procurement code for institutions of higher education:
 - a. A written disclosure of the five most costly goods incorporated into the project, including iron, steel, or related manufactured goods and the total cost and country of origin of those five goods and whether the project was subject to any existing domestic content preferences.

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

Except as hereafter provided, on the date of final settlement thus advertised, provided the Contractor has submitted a written Notice to the Architect/Engineer that no claims have been filed, and further provided the Principal Representative shall have received no claims, final payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due the Contractor, the Principal Representative and the State Controller shall withhold from the Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment

or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to complete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Contractor's Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a Notice of such action at law shall have been filed with the Principal Representative and the State Controller. At the expiration of the ninety (90) day period, the Principal Representative shall authorize the State Controller to release to the Contractor all other money not the subject of such action at law or withheld based on the cost to complete unfinished Work or the cost to repair defective Work.

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

ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE

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

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

ARTICLE 43. LIENS

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

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

A. ONE-YEAR GUARANTEE OF THE WORK

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

Notice of observed defects or other Work requiring correction with reasonable promptness. Such Notice shall be in writing to the Architect/Engineer and the Contractor.

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

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

B. SPECIAL GUARANTEES AND WARRANTIES

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

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

ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

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

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

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

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

ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning, rate of progress, and the time for completion of the Work to be done hereunder are ESSENTIAL CONDITIONS

of this Agreement, and it is understood and agreed that the Work embraced in this Contract shall be commenced at the time specified in the Notice to Proceed (SC-6.26).

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

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

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

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

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

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

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

In the third instance, when so specified in both Articles 7.4.1 and 7.4.2 of the Contractor's Agreement SC-6.21, both types of liquidated damages shall be separately assessed where those delays have occurred.

The parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Contract was formed; the liquidated damages in the first instance representing an estimate of damages due to the inability to use the Project; the liquidated damages in the second instance representing an estimate of damages due to the additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period including delivery of any or all guarantees and warranties, the submittals of sales and use tax payment forms, the calling for the final inspection and the completion of the final punch list.

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

ARTICLE 47. DAMAGES

If either party to this Contract shall suffer damage under this Contract in any manner because of any wrongful act or neglect of the other party or of anyone employed by either of them, then the party suffering damage shall be reimbursed by the other party for such damage. Except to the extent of damages liquidated for the Contractor's failure to achieve timely completion as set forth in Article 46, Time of Completion and Liquidated Damages, the Principal Representative shall be responsible for, and at his or her option may insure against, loss of use of any existing property not included in the Work, due to fire or otherwise, however caused. Notwithstanding the foregoing, or any other provision of this Contract, to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-101-101, *et seq.*, CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, *et seq.*, CRS, as now or hereafter amended.

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

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

ARTICLE 48. STATE'S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY DAMAGES

A. STATE'S RIGHT TO DO THE WORK

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

B. TEMPORARY SUSPENSION OF WORK

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

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

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

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

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

C. DELAY DAMAGES

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

ARTICLE 49. STATE'S RIGHTS TO TERMINATE CONTRACT

A. GENERAL

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

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

B. CONDITIONS AND PROCEDURES

1. The Principal Representative may terminate the services of the Contractor, which termination shall take effect immediately upon service of Notice thereof on the Contractor and his or her Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not provide Notice to the Principal Representative of its intent to commence performance of the Contract within ten (10) days after delivery of the Notice of termination, the Principal Representative may take over the Work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the Work to completion by such means as he or she shall deem best. In the event of such termination of his or her service, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Principal Representative takes over the Work and if the unpaid balance of the contract price exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Principal Representative through the default of the Contractor, such excess shall be paid to the Contractor. If, however, the cost, expenses and damages as certified by the Architect/Engineer exceed such unpaid balance of the contract price, the Contractor and his or her Surety shall pay the difference to the Principal Representative.
2. The Principal Representative may require the Surety on the Contractor's bond to take control of the Work and see to it that all the deficiencies of the Contractor are made good, with due diligence within ten (10) days of delivery of Notice to the Surety to do so. As between the Principal Representative and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the Work, either by election upon termination of the services of the Contractor pursuant to Section B(1) of this Article 49, State's Right To Terminate Contract, or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern the Work to be done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work, the times of completion and provisions of this Article as to the right of the Principal Representative to do the Work or to take control of all or a portion of the Work.
3. The Principal Representative may take control of all or a portion of the Work and make good the deficiencies of the Contractor, or the Surety if the Surety has been substituted for the Contractor, with or without terminating the Contract, employing such additional help as the Principal Representative deems advisable in accordance with the provisions of Article 48A, State's Right To Do The Work; Temporary Suspension Of Work; Delay Damages. In such event, the Principal Representative shall be entitled to collect from the Contractor and his or her Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of Contractor, provided the Architect/Engineer approves the amount thus charged to the Contractor. If the Contract is not terminated, a Change Order to the Contract shall be executed, unilaterally if necessary, in accordance with the procedures of Article 35, Changes In The Work.

C. **ADDITIONAL CONDITIONS**

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

ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE

A. **NOTICE OF TERMINATION**

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

B. **PROCEDURES**

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

1. settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Principal Representative, to the extent he or she may require, which approval or ratification shall be final for all purposes of this clause; and,
2. assign to the State, in the manner, at the time, and to the extent directed by the Principal Representative, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

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

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

The State may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the termination portion of this

Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder.

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

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

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

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

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

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

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

ARTICLE 52. SPECIAL PROVISIONS

- A. CONTROLLER'S APPROVAL C.R.S. § 24-30-202(1)
This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. FUND AVAILABILITY C.R.S. § 24-30-202(5.5)
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE

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

G. PROHIBITED TERMS

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST C.R.S. § 24-18-201 & C.R.S. § 24-50-507

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS C.R.S. § 24-30-202(1) & C.R.S. § 24-30-202.4

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

K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101.

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

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101.

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

ARTICLE 53. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION OF LANGUAGE

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

B. SEVERABILITY

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

C. SECTION HEADINGS

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

D. AUTHORITY

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

E. INTEGRATION OF UNDERSTANDING

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

F. NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

G. WAIVER

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

H. INDEMNIFICATION

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

I. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this shall apply. Contractor agrees to be governed by and comply with the Colorado Procurement Code or the applicable procurement code for institutions of higher education, regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

J. CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under the Colorado Procurement Code or the applicable procurement code for institutions of higher education, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.

SECTION 00 73 01 – SUPPLEMENTARY GENERAL CONDITIONS (D/B/B)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

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

1.3 DEFINITIONS (Not Applicable)

1.4 SUPPLEMENTARY GENERAL CONDITIONS

- A. The University of Colorado Denver | Anschutz Medical Campus Supplementary General Conditions apply to Contractors Agreement (D/B/B) (SC-6.21) and General Conditions to the Contract (SC-6.23).
- B. A copy of the above noted document is attached to the end of this section.

1.5 PROCEDURE (Not applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 01

UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS

SUPPLEMENTARY GENERAL CONDITIONS

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

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ARTICLE 25. INSURANCE

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APPENDIX A University of Colorado Denver | Anschutz Medical Campus Tax Information

ARTICLE 25. INSURANCE – Replace Article 25 as follows:

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

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

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

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

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

1. **Commercial General Liability – ISO CG 0001 or equivalent. Coverage to include:**

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement (Completed Operations), ISO CG 2037 (7/2004 Edition or equivalent)
- **The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: “The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.**
- Commercial General Liability Completed Operations policies must be kept in effect for up to three (3) years after completion of the project. For buildings with a construction cost greater than \$99 million, the Commercial General Liability Completed Operations policies must be kept in effect for up to eight (8) years after the completion of the project.
- **An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.**

Liability Limits	General Aggregate	Products/Completed Operation Aggregate	Each Occurrence	Personal/Advertising Injury
Primary General Liability	\$2,000,000	\$2,000,000	\$1,000,000	\$1,000,000
Umbrella or Excess Liability*	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

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

The following exclusionary endorsements are prohibited in the CGL policy:

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

2. **Automobile Liability**

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

Minimum Limits:

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

3. **Workers Compensation**

- Statutory Benefits (Coverage A)
 - Employers Liability (Coverage B)
- a. Policy shall contain a waiver of subrogation in favor of the Principal Representative.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers' Compensation Act., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Minimum Limits:

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

4. **Contractors Pollution Liability**

- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). Policy shall cover the Contractor's completed operations.
- If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

- The policy shall be endorsed to include the following as Additional Insureds: The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Construction Manager, including completed operations.
- Endorsements CA9948 and MCS-90 are required on the Automobile Liability Coverage if the Contractor is transporting any type of hazardous materials.
- Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.

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

Per Loss	\$ 1,000,000
Aggregate	\$ 1,000,000

Minimum Limits (Projects over \$500,000):

Per Loss	\$ 2,000,000
Aggregate	\$ 2,000,000

5. **Professional Liability (Errors and Omissions)**

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

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

Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

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

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

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

- Covered Cause of Loss: Special Form
- Include Theft and Vandalism
- Labor costs to repair damaged work

- Shall be written for 100% of the completed value (replacement cost basis)
 - Deductible maximum is \$50,000.00
 - Waiver of Subrogation is to apply
 - The Regents of the University of Colorado, a body corporate, shall be added as **Additional Named Insured on Builders Risk**.
1. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
 2. The Policy shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Principal Representative has insurable interest in the property to be covered, whichever is later.
 3. The Builder's Risk insurance shall include interests of the Principal Representative, and if applicable, affiliated or associated entities, the General Contractor, subcontractors and sub-tier contractors in the project.
 4. Builders' Risk Coverage shall be on a **Special** Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect's fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing, where applicable). Other coverages may be required if provided in contract documents.
 5. The Builders' Risk shall be written for 100% of the completed value (replacement cost basis) of the work being performed. The Builders' Risk shall include the following provisions:
 - a. Replacement Cost Basis - including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss
 - b. Modify or delete exclusion pertaining to damage to interior of building caused by an perils insured against are covered; also provide coverage for water damage

Note, if the addition, or renovation is to an existing building, The Principal Representative requires that the Contractor provide as an option to include the existing building into the Builders' Risk Policy. The Principal Representative shall provide the replacement cost value of the existing building
 6. At the option of the Principal Representative, the Principal Representative may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the builder's risk policy. The Principal Representative agrees to provide the necessary exposure base information for quotation by the Builder's Risk carrier. The Principal Representative agrees to pay the premium associated with the Soft Costs coverage, the Principal Representative decides to purchase this coverage.
 7. The Builders' Risk Policy shall specifically permit occupancy of the building during construction. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The Principal Representative and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builders' Risk Policy. The Builders' Risk Policy shall remain in force until acceptance of the project by the Principal Representative.
 8. The deductible shall not exceed \$50,000 and shall be the responsibility of the Contractor except for losses such as flood (not water damage), earthquake, windstorm, tsunami, volcano, etc. Losses in excess of \$50,000 insured shall be adjusted in conjunction with the Principal Representative. Any insurance payments/proceeds shall be made payable to the Principal Representative subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their

just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

The Principal Representative shall have the authority to adjust and settle any losses in excess of \$50,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Principal Representative exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

9. The Contractor is responsible for providing 45 days' notice of cancellation to the Principal Representative. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.

If the Contractor does not intend to purchase such Builder's Risk Insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Principal Representative as stated in writing prior to commencement of the work. The Principal Representative may then affect insurance that will protect the interests of the Principal Representative, the General Contractor, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the Principal Representative. The cost shall be charged to the Contractor. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed \$50,000 per occurrence for most projects.

All deductibles will be assumed by the Contractor. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.

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

ADDITIONAL INSURANCE REQUIREMENTS

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

8. Provide a minimum of thirty (30) days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the Contract (45 days for builders' risk coverage).
9. 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.

Subcontractors

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

Non-Waiver

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

Mutual Cooperation

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

(Revised 7-21-11)

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

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

ARTICLE 52. SPECIAL PROVISIONS -Add the following:

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

- 1) The Contractor shall vigorously pursue to the greatest extent possible, adherence to the University of Colorado Denver | Anschutz Medical Campus Policy on Sexual Harassment and also require all employees, and employees of all subcontractors of any kind, working on this project to adhere to this Policy.
- 2) Statement of Policy: It is the policy of the University of Colorado Denver to maintain the community as a place of work, study, and residence free of sexual harassment or exploitation of students, faculty, staff, and administrators. Sexual harassment is prohibited on campus and in university programs. The university is committed to taking appropriate action against any of its officials, employees or students who violate the policy prohibiting sexual harassment.

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

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

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

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

ARTICLE 53. MISCELLANEOUS PROVISIONS -Add the following:

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

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUPPLEMENTARY GENERAL CONDITIONS**

For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC6.21 and SC6.23)

APPENDIX A

Tax Information:

1. Certificate of Exemption for State Sales/Use Tax, dated August 25, 2017
2. Sales Tax Exemption Certificate – Multi-Jurisdiction dated September 4, 2018
2. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
3. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
4. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
5. Colorado Department of Revenue - Contractor Application for Exemption Certification

CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
09802565	G	010180	Aug 25 2017



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

Executive Director
Department of Revenue



Sales Tax Exemption Certificate Multi - Jurisdiction

See page 2 for instructions

Last Name or Business Name		First Name		Middle Initial
Address				
City		State	ZIP	
I Certify That				
Name of Firm (Buyer) The Regents of University of Colorado				
Address 1800 Grant Street, Suite 600				
City Denver		State CO	ZIP 80203	
Qualifies As (Check each applicable item)				
<input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Charitable or Religious				
<input checked="" type="checkbox"/> Political Subdivision or Governmental Agency <input type="checkbox"/> Other (Specify)				
If Other, specify here				
1) and is registered with the below listed states and cities within which your firm would deliver purchases to us which are for resale or lease by us in the normal course of our business which is <u>Institution of Higher Education</u> or				
2) that such purchases are exempt from payment of sales or use tax in such states and cities because our buyer is:				
<input checked="" type="checkbox"/> Political Subdivision or Governmental Agency <input type="checkbox"/> Charitable or Religious <input type="checkbox"/> Otherwise Exempt By Statute (Specify)				
If Otherwise Exempt By Statute, specify here				
City or State City of Aurora	State Registration or ID Number 98-00799-0000	City or State Colorado (Boulder campus)	State Registration or ID Number 98-02915-0000	
City or State Colorado	State Registration or ID Number 98-02565-0000	City or State Texas	State Registration or ID Number 32002730391	
City or State	State Registration or ID Number	City or State	State Registration or ID Number	
If the list of states and cities is more than six(6), attach a list to this certificate. I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sale or Use Tax we will pay the tax due direct to proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be called until canceled by us in writing or revoked by the city or state.				
General Description of products to be purchased from seller				
Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.				
Authorized Signature (owner, Partner or Corporate Officer) <i>Robert C. Kuehn</i>		Title Associate Vice President/University Controller		Date (MM/DD/YY) 7/4/18



FINANCE DEPARTMENT

Administration
1470 South Havana Street
Aurora, Colorado 80012
303-739-7055
FAX: 303-739-7068

March 12, 2001

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

RE: Letter of Commitment

Dear Mr. Henderson:

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

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

It should be noted, however, that these exemptions do not extend to the collection of City tax. For instance, UCHSC must collect, report, and remit City sales tax on any retail sale of tangible personal property or taxable services it makes to a non-exempt third party. *City Code § 130-160*. Likewise, UCHSC

Wayne F. Henderson
March 12, 2001
Page Two

must also collect, report, and remit the employee portion of the City occupational privilege tax for each person it employs within the City for any period of time within a calendar month sufficient to receive no less than \$250.00 as compensation for such employment. *City Code § 130-464.*

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

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

Very truly yours,



John Gross
Director of Finance



Department of Finance
Treasury Division
Tax Compliance – Audit Unit

201 W Colfax Ave #1009
Denver, CO 80202
fax: 720-913-9455
www.denvergov.org/treasury

February 19, 2014

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

Ladies/Gentlemen:

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

Sec. 53-26 (1) Exemptions

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

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

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

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

Sincerely,

Donald Korte, Audit Manager
Tax Compliance/Audit Section
720-913-9339

STATE OF COLORADO

TAXPAYER SERVICE DIVISION

Department of Revenue

1375 Sherman Street
Denver, Colorado 80261



Bill Owens
Governor

M. Michael Cooke
Executive Director

Neil Tillquist
Division Director

Michael J. Barden
University of Colorado at Denver and Health Sciences Center(UCDHSC)
Building 500, Mail Stop F418
P.O. Box 6508
Aurora CO 80045

April 7, 2006

Dear Mr. Barden:

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

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

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

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

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

Respectfully,

A handwritten signature in cursive script that reads "Steve Asbell".

Steve Asbell

Taxpayer Service Policy Group

Colorado Dept of Revenue

Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



Special Notice

Purpose of this application

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

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

A separate certificate is required for each project.

Colorado Withholding Account Number

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

Subsidiary:

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

Subcontractor:

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

Staffing Agency:

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

No employees/no subcontractors:

For contractors with no employees, no subcontractors/ staffing agencies:

Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

Subcontractors:

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

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

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

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



DR 0172 (05/01/18)
COLORADO DEPARTMENT OF REVENUE
Denver CO 80261 - 0009
(303) 238-SERV (7378)

Contractor Application for Exemption Certificate

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

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

Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009

Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

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

Contractor/Account No. 89-	Period (MM/YY-MM/YY)
--------------------------------------	----------------------

Must be completed by applicant

Contractor Information

Trade name/DBA			
Owner, partner or corporate last name		First Name	Middle Initial
Mailing Address	City	State	Zip
E-Mail Address	FEIN	Bid amount for your contract (Must match to the penny) \$	
Fax number	Business Phone number		
Colorado withholding tax account number (See instructions)	<input type="checkbox"/> Subsidiary	<input type="checkbox"/> Subcontractors	<input type="checkbox"/> Staffing Agency
<input type="checkbox"/> No employees/subcontractors (see below)			
No Employees/Subcontractors. (Provide explanation or attach a letter of explanation).			

Exemption Information

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

Name of exempt organization (as show on contract)		Exempt organization's number 98	
Address of exempt organization	City	State	Zip
Principal contact at exempt organization-Last Name		First Name	Middle Initial
Housing Authority (if applicable)	Name of Project (if applicable)		
Owner of the Project (if applicable)			
Physical location of project site (give actual address when applicable and Cities and/or County (ies) where project is located)			
City	State	Zip	Principal contact's telephone number
Scheduled construction start date (MM/DD/YY)		Estimated completion date (MM/DD/YY)	
I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.			
Signature of the business owner, partner or corporate officer		Title of corporate officer	Date (MM/DD/YY)

SECTION 00 73 46 - WAGE DETERMINATION SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 PROCEDURE

A. DAVIS-BACON WAGE DETERMINATIONS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 46

SECTION 00 73 80 – SALES TAX

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

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

1.3 DEFINITIONS (Not Applicable)

1.4 DOCUMENTS

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

1.5 PROCEDURE

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 80

CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
09802565	G	010180	Aug 25 2017



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

Executive Director
Department of Revenue



Sales Tax Exemption Certificate Multi - Jurisdiction

See page 2 for instructions

Last Name or Business Name		First Name		Middle Initial
Address				
City		State	ZIP	
I Certify That				
Name of Firm (Buyer) The Regents of University of Colorado				
Address 1800 Grant Street, Suite 600				
City Denver		State CO	ZIP 80203	
Qualifies As (Check each applicable item)				
<input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Charitable or Religious				
<input checked="" type="checkbox"/> Political Subdivision or Governmental Agency <input type="checkbox"/> Other (Specify)				
If Other, specify here				
1) and is registered with the below listed states and cities within which your firm would deliver purchases to us which are for resale or lease by us in the normal course of our business which is <u>Institution of Higher Education</u> or				
2) that such purchases are exempt from payment of sales or use tax in such states and cities because our buyer is:				
<input checked="" type="checkbox"/> Political Subdivision or Governmental Agency <input type="checkbox"/> Charitable or Religious <input type="checkbox"/> Otherwise Exempt By Statute (Specify)				
If Otherwise Exempt By Statute, specify here				
City or State City of Aurora	State Registration or ID Number 98-00799-0000	City or State Colorado (Boulder campus)	State Registration or ID Number 98-02915-0000	
City or State Colorado	State Registration or ID Number 98-02565-0000	City or State Texas	State Registration or ID Number 32002730391	
City or State	State Registration or ID Number	City or State	State Registration or ID Number	
If the list of states and cities is more than six(6), attach a list to this certificate. I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sale or Use Tax we will pay the tax due direct to proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be called until canceled by us in writing or revoked by the city or state.				
General Description of products to be purchased from seller				
Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.				
Authorized Signature (owner, Partner or Corporate Officer) <i>Robert C. Kuehn</i>		Title Associate Vice President/University Controller		Date (MM/DD/YY) 7/4/18



FINANCE DEPARTMENT

Administration
1470 South Havana Street
Aurora, Colorado 80012
303-739-7055
FAX: 303-739-7068

March 12, 2001

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

RE: Letter of Commitment

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Wayne F. Henderson
March 12, 2001
Page Two

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Very truly yours,



John Gross
Director of Finance



Department of Finance
Treasury Division
Tax Compliance – Audit Unit

201 W Colfax Ave #1009
Denver, CO 80202
fax: 720-913-9455
www.denvergov.org/treasury

February 19, 2014

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

Ladies/Gentlemen:

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

Sec. 53-26 (1) Exemptions

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

Sincerely,

Donald Korte, Audit Manager
Tax Compliance/Audit Section
720-913-9339

STATE OF COLORADO

TAXPAYER SERVICE DIVISION

Department of Revenue

1375 Sherman Street
Denver, Colorado 80261



Bill Owens
Governor

M. Michael Cooke
Executive Director

Neil Tillquist
Division Director

Michael J. Barden
University of Colorado at Denver and Health Sciences Center(UCDHSC)
Building 500, Mail Stop F418
P.O. Box 6508
Aurora CO 80045

April 7, 2006

Dear Mr. Barden:

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

Respectfully,

A handwritten signature in cursive script that reads "Steve Asbell".

Steve Asbell

Taxpayer Service Policy Group

Colorado Dept of Revenue

Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



DR 0172 (05/01/18)
COLORADO DEPARTMENT OF REVENUE
Denver CO 80261 - 0009
(303) 238-SERV (7378)

Special Notice

Purpose of this application

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

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

A separate certificate is required for each project.

Colorado Withholding Account Number

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

Subsidiary:

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

Subcontractor:

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

Staffing Agency:

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

No employees/no subcontractors:

For contractors with no employees, no subcontractors/ staffing agencies:

Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

Subcontractors:

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

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

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

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



140172 19999

DR 0172 (05/01/18)
COLORADO DEPARTMENT OF REVENUE
Denver CO 80261 - 0009
(303) 238-SERV (7378)

Contractor Application for Exemption Certificate

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

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

Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009

Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

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

Contractor/Account No. 89-	Period (MM/YY-MM/YY)
--------------------------------------	----------------------

Must be completed by applicant

Contractor Information

Trade name/DBA				
Owner, partner or corporate last name		First Name		Middle Initial
Mailing Address		City	State	Zip
E-Mail Address		FEIN	Bid amount for your contract (Must match to the penny) \$	
Fax number		Business Phone number		
Colorado withholding tax account number (See instructions)	<input type="checkbox"/> Subsidiary	<input type="checkbox"/> Subcontractors	<input type="checkbox"/> Staffing Agency	
<input type="checkbox"/> No employees/subcontractors (see below)				
No Employees/Subcontractors. (Provide explanation or attach a letter of explanation).				

Exemption Information

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

Name of exempt organization (as show on contract)		Exempt organization's number 98		
Address of exempt organization		City	State	Zip
Principal contact at exempt organization-Last Name		First Name		Middle Initial
Housing Authority (if applicable)		Name of Project (if applicable)		
Owner of the Project (if applicable)				
Physical location of project site (give actual address when applicable and Cities and/or County (ies) where project is located)				
City		State	Zip	Principal contact's telephone number
Scheduled construction start date (MM/DD/YY)		Estimated completion date (MM/DD/YY)		
I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.				
Signature of the business owner, partner or corporate officer		Title of corporate officer		Date (MM/DD/YY)

SECTION 01 00 00 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Design Requirements:

1. **Designer Responsibility:** Based on a series of meetings with the University Project Manager and applicable University staff, draft Division 01 Specification Sections consistent with State of Colorado Construction Contract provisions, General and Supplementary Conditions of the Contract, including requirements for administrative procedures consistent with the size and scope of the project.
2. **Content:** Include, as applicable, the following Sections:
 - a. SECTION 01 00 00 – SUMMARY.
 - b. SECTION 01 25 00 – SUBSTITUTION PROCEDURES.
 - c. SECTION 01 26 00 – CONTRACT MODIFICATION PROCEDURES.
 - d. SECTION 01 31 00 – PROJECT MANAGERMENTS AND COORDINATION.
 - e. SECTION 01 32 33 – PHOTOGRAPHIC DOCUMENTATION.
 - f. SECTION 01 33 00 – SUBMITTAL PROCEDURES.
 - g. SECTION 01 35 00 – SPECIAL PROCEDURES.
 - 1) This Section includes special environment health and safety procedures unique to work at University projects.
 - h. SECTION 01 35 46 – INDOOR AIR QUALITY PROCEDURES
 - 1) This Section includes special procedures required by the University to maintain a high level of indoor air quality both during construction and subsequent to occupancy.
 - i. SECTION 01 40 00 – QUALITY REQUIREMENTS.
 - j. SECTION 01 41 00 – REGULATORY REQUIREMENTS.
 - k. SECTION 01 42 00 – REFERENCES.
 - l. SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS.
 - m. SECTION 01 60 00 – PRODUCT REQUIREMENTS.
 - n. SECTION 01 73 00 – CLOSEOUT PROCEDURES.
 - o. SECTION 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
 - p. SECTION 01 78 23 – OPERATION AND MAINTENANCE DATA.
 - q. SECTION 01 78 39 – PROJECT RECORD DOCUMENTS.
 - r. SECTION 01 78 46 – EXTRA STOCK MATERIALS.
 - s. SECTION 01 79 00 – DEMONSTRATION AND TRAINING.
 - t. SECTION 01 81 13 – SUSTAINABLE DESIGN REQUIREMENTS.
 - u. SECTION 01 91 13 – GENERAL COMMISSIONING REQUIREMENTS.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 00 00

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by University.
4. Work under separate contracts.
5. University-furnished and installed products.
6. University-furnished, Contractor-installed products.
7. Access to site.
8. Coordination with occupants.
9. Work restrictions.
10. Specification and drawing conventions.

- B. Related Requirements:

1. Section 01 35 46 "Indoor Air Quality Procedures" for requirements and procedures related to maintaining air quality in adjacent occupied spaces and buildings.

1.3 PROJECT INFORMATION

- A. Project Identification: 23-178871 / Fitz Bldg 3rd Reno CSPH

1. Project Location: Fitzsimons Building Third Floor

- B. Principal Representation: University of Colorado Anschutz Medical Campus.

1. University's Representative: Andy Madsen

- C. Architect/Engineer: RDG Planning and Design

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and, in summary, briefly consists of the following:

1. Remodeling of Q20-C3000 Suite of offices (Rooms Q20-C3000 through Q20-C3000H) on the Third Floor of the Fitzsimons Building. Scope of work includes minor demolition of walls, casework, new carpet, paint, manual window blinds, new aluminum storefront at entry and glass divider wall system and new lighting.

1.5 WORK BY UNIVERSITY

- A. General: Cooperate fully with University so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by University. Coordinate the Work of this Contract with work performed by University.

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited and restricted use of Project site for construction operations as indicated as indicated by Project area in drawings and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Adjust means and methods of construction based on site limits and restrictions.
 2. Locate staging areas only where permitted by University.
 3. As part of this Project, replace damaged lawns, sprinkler systems, sidewalks and any other existing site improvements within staging area and access ways.
- C. Construction Access and Travel:
 1. Use only those entrances, exits, and travel ways on campus roads and within the building designated by University. Contractor's personnel are not permitted in non-designated areas of University's existing facilities. Use only designated travel ways for transporting demolition materials, new construction materials, tools and equipment.
 2. Use of other than designated travel ways on campus roads and within existing buildings requires a minimum of 20 business days prior approval by University.
 3. Access to the site will be as permitted by the University.
 4. Maintain access to fire lanes and campus operations at all times.
 - a. When fire lanes and/or access way must be temporarily disrupted notify University Police and University Parking and Transportation at least 20 business days in advance and reconfirm 72 hours in advance through the University's Project Manager.
- D. Construction Parking:
 1. General: Contractor must pay for all parking and, if available, may be assigned parking spaces in designated contractor parking lots. Parking in lots designated for visitors and patients is not permitted. Make arrangements for designated spaces and payment for long term parking with University Parking Services through the University Project Manager.
 2. Provide temporary parking or use designated areas of University's existing parking areas as applicable to the Project and in accordance with the following:

- a. All parking on University property, including parking on University owned streets, is under the exclusive control and authority of University Parking and Transportation Services. Direct policy question to the department at (303) 724-2555.
 - b. There is no free parking on campus. Displacement or use of existing parking spaces by Contractor, either for parking or for staging, is a Contractor cost.
 - c. University Parking and Transportation Services may require and issue parking permits through the University Project Manager. Permits must be displayed and visible at all times while parked on the campus. Failure to display a permit will result in citations being written and possible removal of the vehicle from University property.
 - d. Keep all designated parking areas clean and free of litter and debris. University reserves the right to direct Contractor to clean areas not kept clean and orderly.
 - e. University Parking and Transportation Services may change parking assignments as deemed necessary, restrict the use of any space(s) or lot(s) at any time, and determine the hours of control and mode of operations for any parking area at any time. University Parking and Transportation Services may deny or revoke parking privileges to any person when deemed necessary and/or considered to be in the best interests of the University.
3. Parking on University property is at the Contractor's own risk. The University and any entity affiliated with it are not responsible for fire, theft, and damage to or loss of contractor's or subcontractor's vehicle or any article left therein. Only a license is granted to the user and no bailment is created.
- E. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

- A. University may occupy site and both existing and adjacent building(s) during entire construction period. Cooperate with University during construction and sequence operations to minimize conflicts and facilitate University usage. Perform the Work so as not to interfere with University's day-to-day operations.
1. Maintain existing exits from existing and adjacent building, unless otherwise indicated.
 2. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from University and approval of authorities having jurisdiction.
 3. Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of University's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
 4. Coordinate with University Project Manager to schedule jack hammering or activities producing dusty conditions, excessive fumes or odors during off-hours.
 5. When work must be accomplished in areas containing existing furniture, upon a minimum of 3 business days notification of the University Project Manager, University will remove or relocate existing furniture.
 6. Provide not less than 72 hours' notice to University Project Manager of activities that will affect University's operations. University Project Manager will coordinate with campus tenants.
 - a. Refer to "Work Restrictions" Article of this Section for procedures and notification requirements related to utility interruptions.
 7. Provide temporary barriers and partitions, or other means as required to protect occupants of existing building and the general public from injury due to construction activities. Prevent the spread of dust and dirt to adjacent occupied areas and building.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
 - 2. In planning and executing the Work, take into consideration the special needs of University patient care, teaching and research settings, for example, supply of critical utilities, noise and dust control, access to existing loading docks, occupied buildings, etc.
- B. Normal Working Hours: Limit work to normal working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday.
 - 1. Notify University Project Manager of all proposed work outside of normal working hours. Include dates, times, names and contact information for contractors and subcontractor performing the Work with notification. University Project Manager will notify, as appropriate, other University personnel and departments including, but not limited to, Building Maintenance and Operations (BMO) Directors, BMO assigned representative, Campus Police and Facilities Management.
- C. Noise and Vibration: Coordinate operations that may result in high levels of noise and vibration, or other disruption to University occupancy with University.
 - 1. Noise during Normal Working Hours: Identify potentially disruptive construction activities at weekly Progress Meeting and adjust active time of day to reduce significant impacts on occupants.
 - 2. Noise outside Normal Working Hours: Schedule construction work or demolition work outside of normal working hours with University Project Manager at minimum of 72 hours in advance.
 - a. The maximum permissible noise level is 75 decibels (dBA), measured at the adjacent property line.
- D. Contractor Identification:
 - 1. Supervisory staff for the primary contractor must obtain an identification badge at the University Anschutz Medical Center (AMC) Building 500. Submit the University Access Control Badge Application form through University Project Manager. Submitted forms shall be complete with all required information including a letter on company letterhead confirming employee status with company and stating whether the company completes background testing and/or drug screening. Contractor supervision must display badge on site during construction activities.
 - 2. To the greatest extent possible, Contractor's and subcontractor's employees must wear a recognizable logo shirt or hardhat identifying them as members of the contractor's work force.
- E. Keys: Submit written request to University Project Manager on University Key Request Form.
 - 1. To the extent the need for keys is demonstrated and required to complete the Work, University Project Manager will issue keys to Contractor.
 - 2. Contractor is responsible for all costs related to lost or non-returned keys.
 - 3. Electrical, mechanical and sensitive research space may require University escort in lieu of issuing keys.
- F. Dock Deliveries: Restrict use exclusively to time required to unload and move construction materials.
- G. Existing Utility Interruptions: Do not interrupt water, sewer, plumbing, gas, steam, chilled water, oxygen, HVAC, electrical power, lighting, telephone and other related utilities serving facilities occupied by University without prior notice to and approval by the University. Coordinate and schedule

interruptions in advance through the University Project Manager in strict conformance with University Utility Interruption/Outage Request Procedure.

1. Form of Notice: University Utility Interruption and Start-up Request form.
 2. Time of Notice: Notice for major and minor outages as defined by the Utility Interruption/Outage Request Procedure is 8 business days for minor outages and 31 business days for major outages.
- H. Fire Alarm and Fire Sprinkler Interruptions: When construction activities require interruption of fire alarm or fire sprinkler service, or when dust from construction activities is likely to cause accidental alarm, advise University Project Manager who will submit an interruption request.
1. Form of Notice: University Fire Alarm/Sprinkler Disable Request Form.
 2. Time of Notice: Prior to noon on the day before the anticipated interruption.
- I. Nonsmoking Campus: Smoking, chewing tobacco, and other related tobacco product use is not permitted at any location on campus or on any adjacent property.
- J. University Policies Applying to All Contractors: Comply with University policies applying to contractors including drug policy, sexual harassment policy and tobacco free policy. Obtain copies of University policies from University Project Manager.
1. Controlled Substances: Use of tobacco products and other controlled substances on Project site and surrounding Campus is not permitted.
- K. Designated Eating Areas: Restrict consumption of food on project site to designated eating areas as approved by University Project Manager.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
 3. Words in the singular number include the plural and those in the plural include the singular.
 4. Words of any gender include any other gender.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 3. Keynoting: Materials and products may be identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or University that are not required in order to meet other Project requirements but may offer advantage to Contractor or University.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit each request for consideration in format and quantities specified in Section 01 33 00 "Submittal Procedures". Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or Contractor-generated form with substantially the same information.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by University and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant

qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect/Engineer's Action: If necessary, Architect/Engineer in consultation with the University will request additional information or documentation for evaluation within seven calendar days of receipt of a request for substitution. Architect/Engineer in consultation with the University will notify Contractor of acceptance or rejection of proposed substitution within 14 calendar days of receipt of request, or seven calendar days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order.
 - b. Use product specified if Architect/Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 14 calendar days prior to time required for preparation and review of related submittals.

1. Conditions: Architect/Engineer in consultation with the University will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect/Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 2. **Design/Build Agreement, State Form SC-8.0 and The General Conditions of the Design/Build Agreement, State Form SC-8.1** for definitions and contractual requirements related to contract modification procedures.

1.3 DEFINITIONS

- A. Change Order: A written order in compliance with the requirements of the Contract authorizing changes in the Work. For the purposes of this Section a Change Order and a Contract Amendment shall have the same meaning.

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Authorized Signatory: Submit name of individual authorized to accept changes and responsible for informing others employed by Contractor of changes in the Work.

1.5 MINOR CHANGES IN THE WORK

- A. Architect/Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.6 CHANGE ORDER BULLETIN

- A. University-Initiated Change Order Bulletin: Architect/Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. It will also state the time period for which the request will remain valid.

1. Change Order Bulletin Form: State Form SC-6.311 available on the website of the Office of the State Architect.
 2. Work Change Order Bulletins issued by Architect/Engineer are not instructions either to stop work in progress or to execute the proposed change.
- B. Contractor-Initiated Change Order Bulletin: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect/Engineer.
1. Change Order Bulletin Form: State Form SC-6.311 available from the website of the Office of the State Architect.
 2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

1.7 CHANGE ORDER PROPOSAL

- A. Change Order Proposal: In response to a University-Initiated Change Order Bulletin or accompanying a Contractor-Initiated Change Order Bulletin, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change described.
1. Change Order Proposal Form: State Form SC-6.312 available from the website of the Office of the State Architect.
 2. Labor Rates: Prior to submitting first Change Order Proposal, submit bare, unburdened hourly labor rates for all contractor and subcontractor labor categories; submit itemized breakdown of all applicable additional labor benefit costs to be added to the bare labor cost to arrive at the total burdened hourly labor cost.
 3. Equipment Costs: Provide cost backup for all equipment clearly indicating equipment billing rates and sufficient to demonstrate, as determined by the University Project Manager, that proposed rates are competitive and reasonable in all cases. Submit completed Change Order Proposal Form within the requested timeframe. Include backup documentation to support calculations consistent with Contract provisions, including but not limited to, the following:
 - a. Contractor and Subcontractor labor, material and equipment costs including:
 - 1) A list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 2) Applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 3) Costs of labor and supervision directly attributable to the change and as permitted by the terms and conditions of the General Contract for Construction.
 - b. Contractor and Subcontractor overhead and profit.
 - c. Contractor's bond cost.
 - d. Justification for Change in Contract Time: An updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 4. Maintain detailed records of work completed. Provide complete information for evaluation of proposed changes and to substantiate proposed changes in Contract Sum or Contract Time.

1.8 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.9 CHANGE ORDER PROCEDURES

- A. Submit three signed copies of Change Order Proposal to Architect/Engineer for review.
 - 1. University-Initiated Change Order Bulletins: University and Architect/Engineer will evaluate Contractor's Change Order Proposal and either request additional information or suggest modifications. Based on this review and evaluation University will either accept or reject the proposal.
 - 2. Contractor-Initiated Change Order Bulletins: Architect/Engineer will evaluate Contractor's claim based on the terms and conditions of the Contractor Agreement and General Conditions of the Construction Contract, as applicable.
 - 3. Architect/Engineer's Action: When satisfied as to the accuracy and completeness of the Change Order Proposal, the Architect/Engineer will sign all three copies and forward to the University for consideration.
- B. On University's approval of a Change Order Proposal, Architect/Engineer will prepare, sign and forward three copies of a Change Order, State Form SC-6.31 available from the website of the Office of the State Architect, for signature by the Contractor. Contractor then forwards all three copies of signed Change Order to the University for signature and distribution of fully executed copies to Architect/Engineer and Contractor for record.
- C. Upon receipt of a fully executed Change Order, promptly perform the following:
 - 1. Revise Schedule of Values on the Application for Payment Form by indicating each authorized Change Order as a separate line item and adjusting the Contract Sum as shown on the Change Order.
 - a. University will not pay for changes to the Work until authorized by a Change Order signed by all parties.
 - 2. Revise the Progress Schedule to reflect any change in the Contract Time.
 - 3. Enter changes in the Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Schedule of values report from cost-loaded Critical Path Method Schedule prepared in accordance with Section 01 32 00 "Construction Progress Documentation" may serve to satisfy requirements for the schedule of values.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 1) Construction Manager's Fee.
 - 2) Estimated Project General Conditions Costs.
 - 2. Submit schedule of values and hold a conference with the Architect/Engineer and University Project Manager to finalize the schedule of values at earliest possible date, but no later than 10 business days before the date scheduled for submittal of initial Certificates and Applications for Payment.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect/Engineer.
 - c. Architect/Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not a direct cost of actual work-in-place shall be shown as separate line items in the schedule of values.
 7. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect/Engineer and paid for by University.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Architect/Engineer. The period covered by each Application for Payment is per the date indicated in the Application.
- C. Payment Application Review: The Architect/Engineer shall, within five (5) business days after the receipt of each Certificate and Application for Payment, review the Project Application for Payment and either execute a Project Certificate for Payment to the University or notify the Contractor in writing of the reasons for withholding a Certificate.
1. All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error
- D. Application for Payment Forms: Use State Form SBP-7.2 "Certification for Contractor Payment."

- E. **Application Preparation:** Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect/Engineer will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under University-requested project acceleration.
- F. **Stored Materials:** Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site as approved in advance by the University Project Manager and items stored at an off-site location previously agreed upon in writing.
1. Provide certificate of insurance, evidence of transfer of title to University, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. **Transmittal:** Email each Application for Payment to University Project Manager and Architect. One copy shall include waivers of lien and similar attachments if required.
- H. **Initial Application for Payment:** Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Schedule of values.
 2. Contractor's construction schedule (preliminary if not final).
 3. Initial progress report.
- I. **Application for Payment at Substantial Completion:** After Architect/Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for University occupancy of designated portions of the Work.
- J. **Final Payment Application:** After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. All items on Pre-acceptance Checklist (State Form SBP-05) have been completed.
2. Notice of Acceptance (State Form SBP-6.27) has been issued.
3. Statements to support local sales tax refunds, if any submitted.
4. Notice of Contractor's settlement has been published.
5. Evidence of completion of Project closeout requirements, including but not limited to:
 - a. Submittal of Record Documents.
 - b. Submittal of all Operation and Maintenance Manuals.
 - c. Completion of all required demonstration and training.
6. Updated final statement, accounting for final changes to the Contract Sum.
7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

1.5 GENERAL COORDINATION PROCEDURES

- A. General: Each entity involved in the performance of work for the entire Project shall cooperate in the overall coordination of the Work; promptly, when requested, furnish information concerning its portion of the Work; and respond promptly and reasonably to the decisions and requests of persons designated with coordination, supervision, administrative or similar authority.
 - 1. University Standard Project Management Forms
 - a. Where applicable, obtain from the University Project Manager and use the following University Standard Forms:
 - 1) Change Order Log

- 2) Access Control Badge Application Form
- 3) Utility Interruption Request Form
- 4) Utility Start-Up Request Form
- 5) Fire Alarm/Sprinkler Disable Request Form
- 6) Hot Work Permit Form
- 7) Anschutz Medical Campus (AMC) Street and Parking Lot Closure Form
- 8) Indoor Air Quality (IAQ) Planning Checklist
- 9) Indoor Air Quality (IAQ) Inspection Checklist

2. Site Utilization:

- a. In addition to the site utilization limitations and requirements indicated in Section 01 10 00 "Summary" and indicated by the Contract Documents; administer the allocation of available space equitably among entities needing access and space, so as to produce the best overall efficiency in the performance of the total work of the project. Schedule deliveries so as to minimize the space and time requirements for storage of materials and equipment on the site; but do not unduly risk delays in the work.
- b. Concurrent with work of the Contractor, other contractors, suppliers, and the University personnel may be working in relatively close proximity. The Contractor is solely responsible for coordinating their work with that of other contractors and will make no claims for failure to do so.

3. Layout:

- a. It is recognized that the Contract Documents are diagrammatic in showing certain physical relationships of the various elements and systems and their interfacing with other elements and systems. Establishment and coordination of these relationships is the exclusive responsibility of the Contractor. Do not scale the drawings. Lay out and arrange all elements to contribute to safety, efficiency and to carry the harmony of design throughout the Work. In case of conflict or undimensioned locations, verify required positioning with Architect/Engineer.

4. Substrate Examination:

- a. The Installer of each element of the work must examine the conditions of the substrate to receive the work, dimensions and spaces adjacent, tolerances, interfacing with other elements and services, and the conditions under which the work will be performed, and must notify the Contractor in writing of conditions detrimental to the proper or timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

B. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections of the Specification that depend on each other for proper installation, connection, and operation.

1. Contractor Communication with the University: Direct all communication with the University through the University Project Manager.
2. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
4. Make adequate provisions to accommodate items scheduled for later installation.

- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for University and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Preinstallation conferences.
 - 6. Project closeout activities.
 - 7. Startup and adjustment of systems.
- E. Coordination Of Submittals: Prior to transmittal to the Architect/Engineer, review shop and erection drawings, product data, and samples for compliance with Contract Documents and for coordination among work of all Sections of the Specifications. Coordination of submittals shall include, but not be limited to the following:
 - 1. Verification of field dimensions and clearances and relationship to available space and anchors.
 - 2. Verification of compatibility with equipment and work of other Sections, electrical characteristics, and operational control requirements.
 - 3. Verification of motor voltages and control characteristics.
 - 4. Coordination of controls, interlocks, wiring of pneumatic switches, and relays.
 - 5. Coordination of wiring and control diagrams.
 - 6. Review of the effect of any changes on work of other Sections.
 - 7. For any item to be installed in or on a finished surface, certify that applicable Contract Documents have been checked and that the item submitted is compatible with the surface finish on which it is to be installed.
 - 8. Equipment and material submittals shall show sufficient data to indicate complete compliance with Contract Documents as follows:
 - a. Proper sizes and capabilities.
 - b. Ability to fit in the available space in a manner that will allow proper service.
 - c. Construction methods, materials, and finishes.
 - d. List of accessories.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect/Engineer will return RFIs submitted to Architect/Engineer by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect/Engineer.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
 14. Space for response and signature by Architect/Engineer.
- C. RFI Forms: Hard copy form or software-generated form with substantially the same content as indicated above, acceptable to Architect/Engineer.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect/Engineer's Action: Architect/Engineer will review each RFI, determine action required, and respond. Allow seven calendar days for Architect/Engineer's response for each RFI. RFIs received by Architect/Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect/Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect/Engineer's action may include a request for additional information, in which case Architect/Engineer's time for response will date from time of receipt of additional information.
 3. Architect/Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Contractor-Initiated Change Order Bulletin and Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect/Engineer in writing within seven calendar days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by RFI number. Submit log weekly. **Use Contractor-generated form of substantially same content.** Include the following:
1. Project name.

2. Name and address of Contractor.
 3. Name and address of Architect/Engineer.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect/Engineer's response was received.
- F. On receipt of Architect/Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect/Engineer within seven calendar days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify University and Architect/Engineer of scheduled meeting dates and times a minimum of 4 business days prior to meeting.
 - a. Participants, including representatives of subcontractors and suppliers, shall be qualified, familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including University and Architect/Engineer, within three business days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time and site convenient to all parties, but not later than 14 calendar days after Notice to Proceed.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
 - a. Authorized representatives of University:
 - 1) University Project Manager.
 - 2) University Building Maintenance Operations (BMO) Representative.
 - b. Architect/Engineer and their consultants.
 - c. Contractor's project manager and superintendent.
 - d. Major subcontractors and suppliers.
 - e. Other concerned parties shall attend the conference.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Designation of key personnel and their duties.
 - b. Lines of communications.
 - c. List of major subcontractors and suppliers.
 - d. Tentative construction schedule.
 - 1) Phasing.
 - 2) Critical work sequencing and long-lead items.

- 3) Equipment deliveries and priorities.
- e. Procedures and processing of:
 - 1) Change Order Bulletin, Change Order Proposal and Change Orders.
 - 2) RFI's
 - 3) Testing and inspecting.
 - 4) Applications for Payment.
 - 5) Submittals.
 - 6) Preparation of record documents.
- f. Use of the premises, existing building and adjacent buildings as applicable.
 - 1) Work restrictions.
 - 2) Working hours.
 - 3) University's occupancy requirements.
 - 4) Procedures for disruptions and shutdowns.
 - 5) Construction parking and staging.
 - 6) Progress cleaning and housekeeping procedures.
- g. Project coordination.
- h. Distribution of the Contract Documents.
- i. Temporary facilities and controls.
- j. Indoor Air Quality Plan and Monitoring including procedures for moisture and mold control.
- k. Construction waste management and recycling.
- l. Safety.
 - 1) Fire and Life Safety.
 - 2) Health and Safety.
- m. First aid.
- n. Security.
- o. Building Department.
- p. Telecommunications.
- q. Building Services.
- r. Building Operations.
- s. University Work Related Policies.
- t. Contractor Contacts.
- u. University Contacts.
- v. University Process Forms.
 - 1) Key Request Form.
 - 2) Access Control Badge Application Form.
 - 3) Utility Interruption Request Form.
 - 4) Fire Alarm/ Sprinkler Disable Request Form.
 - 5) Indoor Air Quality (IAQ) Plan.
 - 6) IAQ Planning Checklist.
 - 7) IAQ Inspection Checklist.
 - 8) Request for Variance.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
 - a. University Project Manager.
 - b. University Health Safety Department Representative.
 - c. University Building Maintenance Operations Representative.
 - d. University Campus Building Official.
 - e. Architect/Engineer and their consultants.
 - f. Contractor's project manager and superintendent.
 - g. Major subcontractors and suppliers.
 - h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities.
 - i. As needed, University Building Maintenance Operations (BMO), Subject Matter Experts (SME), and University Facility Support Services (FSS) Representatives.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule:
 - 1) Review progress since the last meeting.
 - 2) Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule.
 - 3) Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 4) Review schedule for next two week period.
 - 5) Review schedule of deliveries.
 - 6) Review off-site fabrication.
 - b. Site Safety.
 - c. Indoor Air Quality Management monitoring.
 - d. Status of submittals.
 - e. Status of RFIs.
 - f. Status of Changes including:
 - 1) Change Order Bulletins.
 - 2) Change Order Proposals.
 - 3) Change Orders.
 - 4) Pending claims and disputes.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Weekly project status reports.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
 - 2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
- B. Startup construction schedule (bar chart).
 - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

1.5 QUALITY ASSURANCE

1.6 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date is not permitted. Contract completion date may only be modified by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 21 calendar days, unless specifically allowed by Architect/Engineer.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 calendar days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal scheduleStartup and Testing Time: Include adequate time for startup, testing and commissioning.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect/Engineer's administrative procedures necessary for issuing Notice of Substantial Completion.
- C. Constraints: Include the following constraints and work restrictions as indicated in the Contract Documents and as applicable in schedule; show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work by University: Include a separate activity for each portion of the Work performed by University.
 - 3. Work Restrictions: Show the effect of the following items, as applicable, on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Partial occupancy before Substantial Completion.
 - d. Use of premises restrictions.

4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Submittals.
 - b. Deliveries.
 - c. Installation.
 - d. Tests and inspections.
5. Construction Areas: As applicable, identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Commencement of Work, Substantial Completion, Notice of Occupancy and Use, and Final Acceptance. As applicable, also include milestones for Partial Substantial Completion and Partial Notice of Occupancy and Use.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (BAR CHART OR GANTT CHART)

- A. Bar-Chart or Gantt-Chart Schedule: Submit startup, horizontal, bar-chart-type or a comprehensive, fully developed, horizontal, Gantt-chart-type construction schedule within 30 calendar days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Use the same breakdown of construction activities as indicated in the Schedule of Values.
 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar. With each required construction schedule update, place a contrasting mark in each bar to indicate actual completion.
- C. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- D. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Main events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the schedule of values).
- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.3 REPORTS

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to University within one calendar day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise University in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule draft update schedule for discussion and review at monthly project progress schedule and pay application review meeting.
 1. Revise schedule immediately after each meeting and issue updated schedule concurrently with submittal of monthly Application for Payment.
 2. Include summary reports with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
 4. Schedule updates may change logic but may not change milestone or critical path without prior approval of University and Architect/Engineer.
- B. Distribution: Distribute copies of approved schedule to Architect/Engineer University, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 1. When revisions are made, distribute updated schedules to the same parties.

END OF SECTION 01 32 00

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Division 02 through 33 for additional submittal requirements specific to indicated Specification Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals." Submittals not specifically indicated as informational submittals are considered to be action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals" and include, but are not limited to:
 - 1. Schedules.
 - 2. Permits.
 - 3. Applications for payment.
 - 4. Performance and payment bonds.
 - 5. Insurance certificates.
 - 6. List of Subcontractors.
 - 7. Schedule of Values.
 - 8. Inspection and test results.
 - 9. Closeout documents.

10. Indoor Air Quality Management Plan.

- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittals: Refer to individual CSI divisions for additional submittal requirements. If CSI division submittal requirements does not fully cover project scope, contractor shall submittal product data, shop drawings, testing data, certifications, and additional information for all permanent materials and components.
- B. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect/Engineer and additional time for handling and reviewing submittals required by those corrections.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect/Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect/Engineer for Contractor's use in preparing submittals.
 - 1. Architect/Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Architect/Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in CAD.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to University and Architect/Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit for review with sufficient time to avoid construction delays.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect/Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect/Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
4. Large and/or Complex Submittals: For large and/or complex submittals, as determined by the Architect/Engineer and for submittals that require sequential reviews by Architect/Engineer's consultants, a review period greater than 14 calendar days may be required. Architect/Engineer and Contractor shall identify such submittals upon submission of the submittal schedule and determine a mutually agreed upon review period.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a dash and then a sequential number (e.g., LNHS-061000-01). Resubmittals shall include an alphabetic suffix after another dash (e.g., LNHS-061000-01-A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect/Engineer.
4. Transmittal Form for Electronic Submittals: Use **electronic form** acceptable to University, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect/Engineer.
 - d. Name and address of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.
 - o. Transmittal number.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.
 - r. Contractor's certification that information complies with Contract Document requirements.
 - s. Remarks.

E. Options: Identify options requiring selection by Architect/Engineer.

F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect/Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

- G. Contractor Certification: On transmittal include Contractor's certification that information complies with Contract Document requirements.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect/Engineer's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect/Engineer's action stamp.
- K. Record Documents: Retain complete additional copies of submittals on Project site to be submitted as record documents in accordance with requirements of Section 01 78 39 "Project Record Documents."
- L. Legibility: Provide clear and legible submittals. Submittals that are blurry or are for any reason unreadable will be returned without action.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Send electronic submittals as PDF electronic files directly to Architect and University Project Manager.
 - a. Architect/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's printed recommendations.
 - e. Standard color charts.
 - f. Statement of compliance with specified referenced standards.
 - g. Statement of compliance with specified trade association standards.
 - h. Testing by recognized testing agency.
 - i. Application of testing agency labels and seals.

- j. Notation of coordination requirements.
 - k. Notation of dimensions verified by field measurement.
 - 4. Submit Product Data before or concurrent with Samples.
 - 5. Confirm compliance of Product Data with requirements of Contract Documents. Submit cover letter indicating Contractor's certification of compliance.
 - 6. Submit additional copies of Product Data as required complying with requirements of Section 01 78 39 "Project Record Documents."
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Highlight, encircle or otherwise indicate deviations from Contract Documents. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect/Engineer's digital data drawing files is otherwise permitted. Standard information prepared without specific reference to the Project is not considered a shop drawing.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than size of Construction Drawings.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Mount, display or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect/Engineer's Sample.
 - 3. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 - f. Compliance with recognized standards.
 - g. Availability and delivery time.
 - 4. For projects where electronic submittals are acceptable, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

- a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect/Engineer will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit one set of Samples for Architect review. Mark up and retain one returned Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
7. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as University's property, are the property of Contractor.
8. Distribution of Samples: Prepare and distribute additional sets to Subcontractors, manufacturers, fabricators, suppliers, Installers, and others as required for performance of the Work. Show distribution on transmittal forms.
9. Field Samples and Mock-Ups: Field Samples and mock-ups specified in individual Sections are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
- E. Selection of Related Materials: Where selections of colors, patterns, textures are specified to be made by Architect/Engineer, assemble complete samples of all specified or approved products for all Specification Sections and submit to Architect/Engineer. Review specifications and assemble all such samples for a combined single submittal. Indicate on the transmittal the latest date for selections to be made for each item to permit delivery of material in accordance with Progress Schedule. Architect/Engineer's action is limited solely to the specified selections or rejection of submittal items not in accordance with Specifications.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."

- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect/Engineer. Submittals received without Contractor's substantive review and approval stamp will be rejected and returned to the Contractor.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

- C. **Approval Stamp:** Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT/ENGINEER'S ACTION

- A. **Action Submittals:** Architect/Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. **Informational Submittals:** Architect/Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect/Engineer will forward each submittal to appropriate party.
- C. **Partial submittals** prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect/Engineer.
- D. **Incomplete submittals** are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. **Submittals not required by the Contract Documents** may be returned by the Architect/Engineer without action.

END OF SECTION 01 33 00

SECTION 01 35 44

SPECIAL PROCEDURES FOR ENVIRONMENTAL HEALTH AND SAFETY AND FIRE AND LIFE SAFETY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes special administrative and procedural requirements related to environmental health and safety.
- B. University is Authority Having Jurisdiction (AHJ) for Fire and Life Safety. This responsibility is administered by the University's Fire and Life Safety Officer.
- C. Related Requirements:
 - 1. Section 01 35 46 "Indoor Air Quality Procedures" for procedure related to maintaining indoor air quality during construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ENVIRONMENTAL HEALTH AND SAFETY AND FIRE AND LIFE SAFETY PROCEDURES

- A. Physical, Life, and Fire Safety:
 - 1. All contractors are required to conform to the Federal Occupational Safety and Health Administration (OSHA) regulations for construction (29 CFR 1926). Certain General Industry Standards (29 CFR 1910) may also apply, depending on location of work.
 - 2. Provide an effective health and safety program to control hazards, including but not limited to compressed gases, welding, electrical, safety netting, cranes, scaffolding and supplies on the roof.
 - 3. Provide fire protection in all construction areas to the satisfaction of the Authority Having Jurisdiction.
 - 4. During the construction phase, the Authority Having Jurisdiction may conduct oversight inspections to observe and provide recommendations regarding applicable safety standards. The following minimum items are included:
 - a. Do not block exit corridors. Install signage clearly identifying exit routes.
 - b. Provide physical barriers with appropriate warning signage to protect public areas from construction work.
 - c. Conduct daily inspections to eliminate fire hazards and any other safety hazards.

- d. Periodic safety inspections will be performed on job sites by the Authority Having Jurisdiction. The Authority Having Jurisdiction for fire safety will present University's Project Manager with a written summary of the findings who will then take these issues to the Contractor's superintendent, foreman or other designated representative and return the summary form with documentation of the resolution of safety items to AHJ. Abate deficient items in a timely manner. Include documentation and resolution of safety items presented in weekly Progress Meeting minutes. Inspections by University AHJ are spot-checks only. They are not all encompassing. These inspections and recommendations do not relieve the Contractor from obligations related to safe work practices, as required under federal law.
- e. AHJ has the right to access the site at all times. Should a potential threat to personnel or property be observed, AHJ may require the hazard related operation immediately altered until adequate safeguards are addressed.
- f. Supply AHJ, through the University Project Manager, with a copy of Contractor's weekly safety meeting minutes and safety inspection reports.
- g. Provide signs used for proper identification of construction areas.
- h. Provide adequate number of appropriately rated fire extinguishers to be available on-site for emergency use in the construction area.
- i. Insure standpipes, pull stations, electrical panels, water control valves and fire hydrants are accessible at all times.
- j. Post emergency notification phone numbers provided by Contractor and University in all construction areas.
- k. Notify University Project Manager of any lost time injuries occurring on University's property within one (1) calendar day and of any fatalities immediately.
- l. Submit copies of all injury reports to AHJ, through University's Project Manager.
- m. Equip construction personnel with personal protective equipment (PPE) where required. Coordinate with University Project Manager to identify where use of PPE will be required.

B. OSHA Hazard Communication Standard:

- 1. Every Contractor and Subcontractor performing work shall to comply with the OSHA Hazard Communication Standard. Compliance includes joint University and Contractor responsibilities for the purpose of providing timely communications and information sharing with regard to hazardous materials, chemicals and chemical sources which may be present on-site or brought in by Contractor.
- 2. University Project Manager will provide Contractor with the following:
 - a. Information regarding known hazardous chemicals and agents or other hazards present at the job site.
 - b. University emergency procedures and contact numbers.
- 3. Provide safety training and environmental surveillance of all workers.
- 4. Inform and provide University's Project Manager the following:
 - a. Material safety data sheets (MSDS) for all chemicals introduced into the workplace.
 - b. Information regarding potential sources of pollutants which may be entrained in University's air intakes, e.g., roofing tar fumes, nuisance dusts, exhaust from internal combustion engines, welding or cutting fumes, and asbestos - if damaged or encountered during the course of the work.

C. Asbestos and Lead Paint:

- 1. The presence of asbestos-containing materials and/or paint containing lead on the job site does not mean a problem exists. Areas where asbestos is friable and not contained or lead paint is present or will be caused to be present in airborne or settled dust are of concern.
- 2. Responsibilities of University and Contractor regarding asbestos and lead paint are as follows:

a. University:

- 1) Notify the Contractor of the condition and location(s) where asbestos is known to be present or may reasonably be encountered, e.g., asbestos insulation, ceiling tiles, floor tiles, fire doors, wall and ceiling plasters, concrete, grouting, etc., and lead paint on metal building materials, walls, windows, etc.
- 2) Coordinate with Contractor when response action is required by a Subcontractor.
- 3) Contract with third party contractor to monitor areas where friable asbestos and/or lead-containing particles are present during construction/renovation projects for its own records and purpose. Monitoring results can be shared with Contractors but are in no way to be used for Contractor employee monitoring.
- 4) Final authority on all asbestos-related concerns and contractual arrangements.

b. Contractor:

- 1) Notify University's Project Manager of any suspected or existing problem involving asbestos or lead and cease work in that area until University has assessed the situation.
- 2) Ensure that undamaged asbestos-containing material and/or material containing lead, not included in the scope of the project, are not damaged.
- 3) Train and monitor their own employees, including Asbestos Awareness training and Lead Paint Awareness training, where applicable.
- 4) Be responsible for all environmental/industrial hygiene surveillance of its work staff and subcontractors and for required area monitoring where potential contamination of adjacent areas exists.
- 5) Prevent problems which can result in asbestos or lead exposure to building occupants.
- 6) Coordinate with the University's EHS Department and Building Maintenance and Operations through University's Project Manager and perform all activities that may potentially disturb asbestos containing materials in a manner acceptable to the EHS.
- 7) Follow State of Colorado regulation, Emission Standards for Asbestos, Part B, Control of Asbestos, "Regulation 8" and OSHA standards regulating exposure to asbestos and lead.
- 8) Where applicable, comply with Section 02 81 00 "Transportation/Disposal of Hazardous Materials."
- 9) Comply with current "Asbestos-Contaminated Soil Management Standard Operating Procedure Document, University of Colorado Anschutz Medical Campus" during excavation operations.

D. Carcinogens:

1. Contractor or any Subcontractor shall not knowingly install or cause to be installed any material or product containing carcinogens. Refer to Annual Report on Carcinogens, U.S. Department of Health and Human Services, National toxicology Program.

E. Hazardous Waste:

1. All hazardous wastes are to be handled and disposed of according to current EPA and CDPHE guidelines which can be obtained through University Project Manager. Only individuals specifically authorized by University may sign hazardous waste manifests for wastes generated on University's property. Only University approved transporters and disposal facilities are to be used for transportation and disposal of hazardous wastes.

F. Green Tagging of Work Area:

1. Obtain a Green Tag and Construction Permit from the University Project Manager prior to any work being conducted in a laboratory or on any exhaust ductwork system serving a laboratory. If a Green Tag has been issued, it will be displayed at the entry of the laboratory area. The Green Tag assures that any radioactive, chemical or biological materials have been removed from the laboratory verifying the area is free from hazards to workers. If a Green Tag is not displayed, coordinate tagging with EHS through University's Project Manager.

END OF SECTION 01 35 44

SECTION 01 35 46

INDOOR AIR QUALITY PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for managing emissions and moisture control during construction.

1.3 DEFINITIONS

- A. Sustainable Design Related Terminology: As defined is ASTM E 2114.
- B. Adequate Ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of particulates, dust, fumes, vapors, or gases.
- C. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261. Throughout this specification, hazardous material includes hazardous chemicals.
 - 1. Hazardous materials include: pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).
- D. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.
- E. Interior Final Finishes: Materials and products that will be exposed at interior, occupied spaces including but not limited to flooring, wallcovering, finish carpentry, and ceilings.
- F. Packaged Dry Products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging including but not limited to carpets, resilient flooring, ceiling tiles, and insulation.
- G. Wet Products: Materials and products installed in wet form, including paints, sealants, adhesives, special coatings, and other materials which require curing.

1.4 PRECONSTRUCTION MEETING

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with University and Architect/Engineer to review and discuss the proposed IAQ Management Plan and develop a mutual understanding of detailed requirements for maintaining indoor air quality and environmental protection.

1.5 SUBMITTALS

- A. Indoor Air Quality (IAQ) Management Plan: Not less than 10 business days before the Pre-construction meeting, prepare and submit an IAQ Management Plan including, but not limited to, the following:
 - 1. Procedures for control of emissions during construction.
 - a. Identify schedule for application of interior finishes.
 - 2. Procedures for moisture control during construction.
 - a. Identify porous materials and absorptive materials.
 - b. Identify schedule for inspection of stored and installed absorptive materials.
 - 3. Revise and resubmit Plan as required by University.
 - a. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.
- B. Product Data:
 - 1. Submit product data for filtration media used during construction and during operation. Include Minimum Efficiency Reporting Value (MERV).
 - 2. Submit air pressure difference maps for each mode of operation of HVAC.
 - 3. Material Safety Data Sheets: Submit MSDSs for inclusion in Operation and Maintenance Manual for the following products. Coordinate with Section 01 78 23 – Operation and Maintenance Data.
 - a. Adhesives.
 - b. Floor and wall patching/leveling materials.
 - c. Caulking and sealants.
 - d. Paint.
 - e. Cleaning products.
- C. Inspection and Test Reports:
 - 1. Moisture content testing.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 IAQ MANAGEMENT - EMISSIONS CONTROL

- A. Provide point person responsible for the implementation and assurance that the Indoor Air Quality Plan is being implemented.

- B. University Indoor Air Quality Plan: Comply with the requirements of the University IAQ Plan, latest version, appended to this Specification Section.
- C. Flush-Out: After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees F and relative humidity no higher than 60%.

3.2 IAQ MANAGEMENT - MOISTURE CONTROL

- A. Housekeeping:
 - 1. Keep materials dry. Protect stored on-site and installed absorptive materials from moisture damage.
 - 2. Verify that installed materials and products are dry prior to sealing and weatherproofing the building envelope.
 - 3. Install interior absorptive materials only after building envelope is sealed and weatherproofed.
- B. Inspections: Document and report results of inspections; state whether or not inspections indicate satisfactory conditions.
 - 1. Examine materials for dampness as they arrive. If acceptable to University, dry damp materials completely prior to installation; otherwise, reject materials that arrive damp.
 - 2. Examine materials for mold as they arrive and reject materials that arrive contaminated with mold.
 - 3. Inspect stored and installed absorptive materials regularly for dampness and mold growth. Inspect weekly.
 - a. Where stored on-site or installed absorptive materials become wet, notify Architect/Engineer and University. Inspect for damage. If acceptable to University, dry completely prior to closing in assemblies; otherwise, remove and replace with new materials.
 - 4. Basement: Monitor basement and crawlspace humidity, and dehumidify when relative humidity is greater than 85 percent for more than 2 weeks or at the first sign of mold growth.
 - 5. Site drainage: Verify that final grades of site work and landscaping drain surface water and ground water away from the building.
 - 6. Weather-proofing: Inspect moisture control materials as they are being installed. Include the following:
 - a. Air and weather-resistive barrier: Verify air and weather-resistive barrier is installed without punctures and/or other damage. Verify air barrier and weather-resistive is sealed completely.
 - b. Flashing: Verify correct shingling of the flashing for roof, walls, windows, doors, and other penetrations.
 - c. Insulation layer: Verify insulation is installed without voids.
 - d. Roofing: In accordance with ASTM D7186 Standard Practice for Quality Assurance Observation of Roof Construction and Repair
 - 7. Plumbing: Verify satisfactory pressure test of pipes and drains is performed before closing in and insulating lines.
 - 8. HVAC: Inspect HVAC system as specified in Section 23 08 00 – Commissioning.
 - a. And, inspect HVAC to verify:

- 1) Condensate pans are sloped and plumbed correctly.
- 2) Access panels are installed to allow for inspection and cleaning of coils and ductwork downstream of coils.
- 3) Ductwork and return plenums are air sealed.
- 4) Duct insulation is installed and sealed.
- 5) Chilled water line and refrigerant line insulation are installed and sealed.

C. Schedule:

1. Schedule work such that absorptive materials, including but not limited to porous insulations, paper-faced gypsum board, ceiling tile, and finish flooring, are not installed until they can be protected from rain and construction-related water.
2. Weather-proof as quickly as possible. Schedule installation of moisture-control materials, including but not limited to air and weather-resistive barriers, flashing, exterior sealants and roofing, at the earliest possible time.

D. Testing for Moisture Content: Test moisture content of porous materials and absorptive materials to ensure that they are dry before sealing them into an assembly. Document and report results of testing. Where tests are not satisfactory, dry materials and retest. If satisfactory results cannot be obtained with retest, remove and replace with new materials.

1. Concrete: Moisture test prior to finish flooring application as specified in Division 09.
2. Wood: Moisture test as per ASTM D4444 - Standard Test Methods for Use and Calibration of Hand-Held Moisture Meters; unless otherwise indicated acceptable upper limits for wood products are < 20% at center of piece; < 15% at surface.
3. Gypsum Board, Gypsum Plaster, Insulation, and other absorptive materials: Moisture test with a Pinless Moisture Meter to assess patterns of moisture, if any.

E. Testing for Moisture Penetration:

1. Windows: Test as per ASTM E1105 Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference at 100 percent static-air-pressure difference specified in applicable Division 08 Sections; unless otherwise indicated, acceptable upper limits are no leakage for 15 minutes.
 - a. Number of Tests: 1 percent of openings but not less than two.
2. Horizontal Waterproofing (not roofing): Test as per ASTM D5957 Standard Guide for Flood Testing Horizontal Waterproofing Installations; acceptable upper limits are no leakage for 15 minutes.
 - a. Test frequency: 100 percent of horizontal waterproofed surfaces.
3. Masonry: Test as per ASTM C1601 Standard Test Method for Field Determination of Water Penetration of Masonry Wall Surfaces; acceptable upper limits are no leakage for 15 minutes.
4. Exterior Walls:
 - a. Air tightness of the enclosure test: ASTM E779 Standard Test Method for Determining Air Leakage Rate by Fan Pressurization or ASTM E1827

- 1) Air Leakage: The mean value of the air leakage flow rate calculated from measured data at 0.3 in wg (75 Pa) must not exceed 0.25 cu ft/ minute per square foot of envelope area. Measurements must be referenced at standard conditions of 14.696 psi (101.325 KPa) and 68 deg F.
- F. Testing for Support of Microbial Growth: Test and report in accordance with ASTM D6329 Standard Guide for Developing Methodology for Evaluating the Ability of Indoor Materials to Support Microbial Growth Using Static Environmental Chambers. Indicate susceptibility of product or material to colonization and amplification of microorganisms. Identify microorganisms and conditions of testing.
1. Normal conditions: Perform testing at 35 degrees Centigrade and 50 percent relative humidity.
 2. Extreme conditions: Perform worst case scenarios screening tests by providing an atmosphere where environmental conditions may be favorable for microbial growth.
 3. Perform testing for the following:
 - a. Fireproofing material on appropriate substrate.
 - b. Ceiling tile.
 - c. Wall covering.
 - d. Other appropriate material.

END OF SECTION 01 35 46

Indoor Air Quality Plan

DATE

Project _____

Completed by: _____
(Name & Company)

Date: _____

This plan describes the measures to be taken to provide good indoor air quality (IAQ) during construction and after construction is complete and the occupants have moved into the building. This plan is based on the SMACNA standard "IAQ Guidelines for Occupied Buildings under Construction" and the requirements of the LEED.

It is not the intent of this document to replace or supersede OSHA regulations as to safe construction workplace practices. It remains the responsibility of the Construction Manager and the individual sub-contractors to maintain safe building and site operations. Addition precautions may be necessary when hazardous materials are present.

The plan will address construction IAQ by recommending procedures in five areas of concern, which in turn will allow the building to achieve two LEED program points:

- HVAC system protection
- Containment source control
- Pathway interruption
- Housekeeping
- Scheduling

The following describes the specific measures to be performed in each area of concern:

1. HVAC Protection

- During construction, provide MERV 13 filters for supply air intake when in use. Provide MERV 8 filters at the return air system openings when in use. Perform frequent maintenance when the HVAC system is being utilized and replace filters as they become loaded, prior to building flushout, and prior to occupancy.
- When performing construction activities that produce dust, such as drywall sanding, concrete cutting, masonry work, wood sawing or adding insulation, seal off the supply diffusers and return air system openings completely for the duration of the task.
- Shut down and seal off the supply diffusers and return air ducts during any demolition operations.
- Whenever the HVAC system is not used during construction, seal off the supply diffusers and return air system openings to prevent the accumulation of dust and debris in the duct system.
- Do not use the mechanical rooms to store construction or waste materials. Keep rooms clean and neat.
- Provide periodic duct inspections during construction; if the ducts become contaminated due to inadequate protection, clean the ducts professionally in accordance with NADCA (National Air Duct Cleaning Association) standards.
- The General Contractor shall take photographs showing measures in place.

2. Source Control

- Use low VOC products as indicated by the specifications to reduce potential problems.
- Restrict traffic volume and prohibit idling of motor vehicles where emissions could be drawn into the building.

- Utilize electric or natural gas alternatives for gasoline and diesel equipment where possible and practical. Use low-sulfur diesel in lieu of regular diesel.
- Cycle equipment off when not being used or needed.
- Exhaust pollution sources to the outside with portable fan systems. Prevent exhaust from recirculating back into the building from construction equipment outside the building.
- Keep containers of wet products closed as much as possible. Cover or seal containers of waste materials that can release odor or dust.
- Protect stored on-site or installed absorptive building materials from weather and moisture; wrap with plastic and seal tight to prevent moisture absorption.
- The General Contractor shall take photographs showing measures in place.

3. Pathway Interruption

- Provide dust curtains or temporary enclosures to prevent dust from migrating to other areas when applicable.
- Locate pollutant sources as far away as possible from supply ducts and areas occupied by workers when feasible. Supply and exhaust systems may have to be shut down or isolated during such activity.
- During construction, isolate areas of work to prevent contamination of clean or occupied areas. Pressure differentials may be utilized to prevent contaminated air from entering clean areas.
- Depending on weather, ventilation using 100% outside air will be used to exhaust contaminated air directly to the outside during installation of VOC emitting materials.

4. Housekeeping

- Provide regular cleaning concentrating on HVAC equipment and building spaces to remove contaminants from the building prior to occupancy.
- All coils, air filters, fans and ductwork shall remain clean during installation and, if required, will be cleaned prior to performing the testing, adjusting and balancing of the systems.
- Suppress and minimize dust with wetting agents or sweeping compounds. Utilize efficient and effective dust collecting methods such as a damp cloth, wet mop, or vacuum with particulate filters, or wet scrubber.
- Remove accumulations of water inside the building. Protect porous materials such as insulation and ceiling tile from exposure to moisture.
- Thoroughly clean all interior surfaces prior to replacing filters and running HVAC system for system balancing, commissioning and building flushout.
- Provide photographs of the above activities during construction to document compliance.

5. Scheduling and Construction Activity Sequence

- Schedule high pollution activities that utilize high VOC level products (including paints, sealers, insulation, adhesives, caulking and cleaners) to take place prior to installing highly absorbent materials (such as ceiling tiles, gypsum wall board, fabric furnishing, carpet and insulation, for example). These materials will act as 'sinks' for VOCs, odors and other contaminants, and release them later after occupancy.

PLANNING AND INSPECTION CHECKLISTS

The planning and inspection checklists included in this document are useful to ensure construction IAQ management is planned and implemented correctly. The planning checklist should be completed by the contractor prior to construction. The inspection checklists should be completed monthly to confirm the IAQ management plan is being followed. At the time of inspection, photographs should be taken to support the checklist and to provide audit documentation for the USGBC.

University of Colorado Anschutz | Denver IAQ

DATE

Planning Checklist

(Must be completed weekly)

Project _____

Completed by: _____
(Name & Company)

Date: _____

1. HVAC Protection

- ☐ MERV 13 filters at supply air intake
- ☐ MERV 8 filters at return air openings
- ☐ Seal supply diffusers and return air during demolition
- ☐ Seal supply diffusers and return air openings during construction
- ☐ Mechanical rooms clean and neat
- ☐ Periodic duct inspections during construction
- ☐ General Contractor to document with photographs

2. Source Control

- ☐ Low/no VOC products as indicated by specifications
- ☐ Restrict vehicle traffic volume and prohibit idling
- ☐ Utilize electric or natural gas alternatives for gasoline and diesel
- ☐ Cycle equipment off when not being used or needed
- ☐ Exhaust pollution sources to the outside
- ☐ Keep containers of wet products closed
- ☐ Cover or seal containers of waste materials
- ☐ Protect absorptive building materials from weather and moisture
- ☐ Prevent fume migration from construction vehicles and equipment into adjacent buildings
- ☐ General Contractor to document with photographs

3. Pathway Interruption

- ☐ Provide dust curtains or temporary enclosures
- ☐ Locate pollutant sources as far away as possible from supply dusts and areas occupied by workers
- ☐ General Contractor to document with photographs
- ☐ Isolate areas of work to prevent contamination of clean or occupied areas
- ☐ When using VOC emitting materials ventilate using 100% outside air

- ☐ General Contractor to document with photographs

4. Housekeeping

- ☐ Provide regular cleaning, including HVAC equipment
- ☐ If necessary clean HVAC equipment prior to testing, adjusting and balancing the systems
- ☐ Suppress and minimize dust with wetting agents or sweeping compounds
- ☐ Remove accumulations of water inside the building
- ☐ Protect porous materials
- ☐ General Contractor to document with photographs

5. Scheduling and Construction Activity Sequence

- ☐ Schedule high pollution activities prior to installing absorbent materials
- ☐ General Contractor to document with photographs

I confirm the checked activities to be proceeding according to the Construction Indoor Air Quality Plan. Items that are not checked will be addressed, initialed and dated once corrective actions have been taken. Items that are not applicable are labeled as such.

Signed: _____
(Contractor)

Date: _____

University of Colorado Denver | Anschutz IAQ

DATE

Inspection Checklist

(Must be completed weekly)

Project _____

Completed by: _____
(Name & Company)

Date: _____

1. HVAC Protection

- ☐ MERV 13 filters at supply air intake
- ☐ MERV 8 filters at return air openings
- ☐ Seal supply diffusers and return air during demolition
- ☐ Seal supply diffusers and return air openings during construction
- ☐ Mechanical rooms clean and neat
- ☐ Periodic duct inspections during construction
- ☐ General Contractor to document with photographs

2. Source Control

- ☐ Low/no VOC products as indicated by specifications
- ☐ Restrict vehicle traffic volume and prohibit idling
- ☐ Utilize electric or natural gas alternatives for gasoline and diesel
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Signed: _____
(Contractor)

Date: _____

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Building Department Authority.
 - 2. Applicable Codes and Standards.

1.3 BUILDING DEPARTMENT AUTHORITY

- A. The University of Colorado Denver is charged with the responsibility of ensuring that provision of applicable codes, standards and guidelines are met on its campuses.
- B. The University Denver campus has an established Building Authority responsible to review and examine buildings and plan documents, to permit and inspect construction and/or demolition to ensure conformance to codes adopted by the University and issue certificates of temporary occupancy and occupancy if satisfactory conformance is demonstrated.
- C. The authority is executed by the Campus Building Official (CBO) who has the responsibility to perform all the duties set forth in the Current Approved State Buildings Codes and other applicable codes and standards indicated in the "Applicable Codes and Standards" Article of this Section.
- D. Permits: Obtain a separate permit for each Project from the Office of the CBO prior to erecting, constructing, enlarging, repairing, moving, removing, converting or demolishing any building or portion thereof. Coordinate and obtain all permits through the University Project Manager. The Contractor is not responsible for costs associated with construction permits.
 - 1. Exempt work: A building permit is not required for the following:
 - a. Movable casework, counters and partitions not over 5 feet 9 inches tall with no electrical or plumbing.
 - b. Painting, papering and similar finish work.
 - c. Other work of limited scope at the discretion of the CBO.
- E. Permit Issuance: The CBO, or at the discretion of the CBO a third party code consultant, will review application, Drawings, Specifications, computations and other data filed for permit. Complete the permit application with the University Project Manager. Permits require submittal of two (2) stamped, signed sets of Construction Documents, including Drawings, Specifications and all Addenda, and one (1) set of each engineering discipline's calculations, where such calculations are required. If CBO determines that submittal conforms to the requirements of the Building Code and other applicable codes, standards, laws, regulations and ordinances, an inspection record card will be issued with the building permit. Keep one

stamped set of documents on site. The University will keep one stamped set in the Campus Support plan room.

- F. Suspension or Revocation of Permit: CBO may, in writing, suspend or revoke a permit issued in error or on the basis of submitted information that is incorrect or that is in violation of the Building Code and other applicable codes and standards.
- G. Posting of Permit: Post the Permit in a visible and protected location near the access to the project.
- H. Inspection Record Card: Post the Inspection Record Card next to the permit in a visible and protected location near the access to the project. CBO will make required entries based on inspection of the work.
- I. Inspection Requests:
 - 1. Notify CBO that work is ready for inspection two business days before such inspection is desired by telephoning the number posted on the permit. The CBO retains the right to require requests in writing.
 - 2. A re-inspection fee may be charged for prior rejected items.
- J. Construction Inspections:
 - 1. Contractor is not responsible for costs associated with construction inspections, except re-inspections. The CBO or his/her designee will perform all general building, electrical and plumbing inspections. All construction or work for which a permit is required must remain accessible and exposed for inspection purposes. Provide access to and means for inspection of work.
 - 2. Site Utilities: Contact and comply with all requirements of City of Aurora.
 - 3. Plumbing and Electrical Inspections: For new buildings and major additions, contact and comply with all requirements of State of Colorado Plumbing and Electrical Boards.
 - 4. Provisions for structural and other special inspections required by Contract Documents, current approved State Building Codes and University Codes will be provided by the University.
- K. Certification of Occupancy:
 - 1. When CBO inspects the project and finds no violations of any provision of the Building Code, other applicable codes, standards, laws, regulations and ordinances, CBO will issue a Certification of Occupancy (CO) which will contain the following:
 - a. Building permit number.
 - b. Address of building.
 - c. Name and address of Owner.
 - d. Description of building or portion thereof for which certification is issued.
 - e. Statement that described building or portion thereof has been inspected for compliance with the requirements of the Building Code, other applicable codes, standards, laws, regulations and ordinances, as relates to type of occupancy and use for which the building is intended.
 - 2. Temporary Certificate of Occupancy (TCO): If CBO finds no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, CBO may issue a TCO for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.

3. Posting of CO: Provide a copy to the University Project Manager and post in a conspicuous location on the premises. CO may not be removed except by CBO upon initial occupancy.
4. Revocation of CO:

1.4 APPLICABLE CODES AND STANDARDS

- A. The following approved building codes and standards have been adopted by State Buildings Programs (SBP) as the minimum requirements to be applied to all state-owned buildings and physical facilities including capital construction and controlled maintenance construction projects. Current applicable codes can be obtained from The Office of the State Architect's website.
- B. University of Colorado Denver Codes and Standards: The following codes and standards supplement those indicated on the Office of the State Architect website.

1. The Manual of Guidelines and Standards for Construction Projects
 - a. <http://ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/GuidelinesStandards.aspx>
2. Colorado Rules and Regulations pertaining to Radiation Control, 6 CCR 1007 Part 1-20.
3. Colorado Rules and Regulations pertaining Air Quality Control Commission Regulations, 5 CCR 1001-10, Part B "Asbestos Control."
4. Colorado Rules and Regulations pertaining to Solid Waste, 6 CCR 1007-2.
5. Colorado Rules and Regulations pertaining to Hazardous Waste, 6 CCR 1007-3.
6. Federal Hazardous Waste Regulations, 40 CFR, Parts 260 through 264.
7. Federal Clean Water Act (CWA) is 33 U.S.C § 1251 et seq. (1972).
8. University of Colorado Denver | Anschutz Medical Campus, Asbestos Contaminated Soil Management, Standard Operating Procedure (SOP) Document.
9. NFPA 30: Flammable and Combustible Liquids Code.
10. NFPA 45: Standard on Fire Protection for Laboratories Using Chemicals.
11. NFPA 72: National Fire Alarm and Signaling Code.
12. Life Safety Code (NFPA 101) – latest edition.
 - a. Use the most restrictive interpretation where NFPA 101 conflicts with the IBC requirements.
13. ANSI/AIHA Z9.5 Laboratory Ventilation – latest edition.
 - a. <http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx>
14. ANSI/AIHA Z9.6 Exhaust Systems for Grinding, Buffing and Polishing – latest edition.
 - a. <http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx>
15. ANSI/AIHA Z9.10 Fundamentals Governing the Design and Operation of Dilution Ventilation Systems in Industrial Occupancies – latest edition.
 - a. <http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx>
16. ANSI/ASHRAE/ASHE Standard 170 – Ventilation of Healthcare Facilities – latest edition.
17. ASHRAE 62.1 – Ventilation for Acceptable Indoor Air Quality.
18. OSHA "Safety and Health Regulation for Construction" (29 CFR 1926).
19. OSHA "Occupational Safety and Health Standards" (29 CFR 1910).

20. American Institute of Architects, Academy of Architecture for Health (AIA AAHA) and Facility Guidelines Institute (FGI), Guidelines for Design and Construction of Hospital and Healthcare Facilities – latest edition (FOR PATIENT CARE AREAS ONLY).
21. CDC-NIH Biosafety in Microbiological and Biomedical Laboratories (BMBL); latest edition.
22. NIH Design Requirements Manual (DRM) – latest edition.
 - a. <http://orf.nih.gov/PoliciesAndGuidelines/BiomedicalandAnimalResearchFacilitiesDesignPoliciesandGuidelines/DesignRequirementsManualPDF.htm>
23. NIH Guidelines for Research Involving Recombinant DNA Molecules – latest edition.
24. ILAR Guide for Care and Use of Laboratory Animals - latest edition.
25. National Research Council of the National Academies, Institute for Laboratory Animal Research, Division on Earth and Life Studies: Guide for the Care and Use of Laboratory Animals - latest edition.
26. Uniform Federal Accessibility Standards (UFAS) – latest edition.
27. Metro Wastewater District's Rules and Regulations, (Sections 6.17 [6.13, 6.14] and 6.18).
28. City of Aurora Asphalt and Paving Standards - latest edition.

C. Other Standards: As indicated in individual Specification Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 41 00

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Definitions.
 - 2. Industry Standards.
 - 3. Abbreviations and Acronyms.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for an explanation of specification and drawing conventions.
 - 2. Section 01 41 00 "Regulatory Requirements" for a list of applicable codes.

1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
 - 1. Definitions in this Section are not intended to be complete, exhaustive or exclusive. They are general and apply to the Work to the extent that such definitions are not stated more explicitly in other provisions of the Contract Documents.
- B. "Approved": When used to convey Architect/Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect/Engineer's duties and responsibilities as stated in the Conditions of the Contract. Except where expressly indicated, such approval does not release the Contractor from responsibility to fulfill requirements of the Contract Documents.
- C. "Backup": N+1 system.
- D. "Directed": A command or instruction by Architect/Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- E. "EHS": Environmental Health and Safety.
- F. "Engineer": Architect/Engineer. Other terms including "Mechanical Engineer", "Electrical Engineer", or "Structural Engineer" have the same meaning as "Engineer."
- G. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
 2. Where required by individual Specification Sections provide and maintain copies of referenced codes and standards at Project Site.
- H. Unreferenced Standards: Unreferenced standards are not directly applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.
- I. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AABC	Associated Air Balance Council www.aabc.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.americanbearings.org	(202) 367-1155
ACI	American Concrete Institute (Formerly: ACI International) www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955

AHRI	Air-Conditioning, Heating, and Refrigeration Institute (The) www.ahrinet.org	(703) 524-8800
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aite-glulam.org	(303) 792-9559
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(607) 256-3313
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute (See AHRI)	
ARI	American Refrigeration Institute (See AHRI)	
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400

ASME	ASME International (American Society of Mechanical Engineers) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Safety Engineers (The) www.asse.org	(847) 699-2929
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWEA	American Wind Energy Association www.awea.org	(202) 383-2500
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWMAC	Architectural Woodwork Manufacturers Association of Canada www.awmac.com	(403) 453-7387
AWPA	American Wood Protection Association (Formerly: American Wood-Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.gobrick.com	(703) 620-0010
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
BOCA	BOCA (Building Officials and Code Administrators International Inc.) (See ICC)	

BWF	Badminton World Federation (Formerly: International Badminton Federation) www.bwfbadminton.org	60 3 9283 7155
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.electricity.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CFSEI	Cold-Formed Steel Engineers Institute www.cfsei.org	(866) 465-4732 (202) 263-4488
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(404) 622-0073
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(703) 724-1128
CRI	Carpet and Rug Institute (The) www.carpet-rug.org	(706) 278-3176
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(800) 328-6306 (847) 517-1200
CSA	Canadian Standards Association www.csa.ca	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300

CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
CWC	Composite Wood Council (See CPA)	
DASMA	Door and Access Systems Manufacturers Association www.dasma.com	(216) 241-7333
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
ECA	Electronic Components Association www.ec-central.org	(703) 907-8024
ECAMA	Electronic Components Assemblies & Materials Association (See ECA)	
EIA	Electronic Industries Alliance (See TIA)	
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (703) 538-1616
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ESTA	Entertainment Services and Technology Association (See PLASA)	
EVO	Efficiency Valuation Organization www.evo-world.org	(415) 367-3643 44 20 88 167 857
FIBA	Fédération Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Fédération Internationale de Volleyball (The International Volleyball Federation) www.fivb.org	41 21 345 35 45
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000

FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarooft.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council U.S. www.fscus.org	(612) 353-4511
GA	Gypsum Association www.gypsum.org	(301) 277-8686
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GS	Green Seal www.greenseal.org	(202) 872-6400
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association (See AHRI)	
HMMA	Hollow Metal Manufacturers Association (See NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAPSC	International Association of Professional Security Consultants www.iapsc.org	(415) 536-0288
IAS	International Approval Services (See CSA)	
ICBO	International Conference of Building Officials (See ICC)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (202) 370-1800
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICPA	International Cast Polymer Alliance www.icpa-hq.org	(703) 525-0511
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830

IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society (Formerly: Illuminating Engineering Society of North America) www.ies.org	(212) 248-5000
IESNA	Illuminating Engineering Society of North America (See IES)	
IENT	Institute of Environmental Sciences and Technology www.ient.org	(847) 981-0100
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
IGSHPA	International Ground Source Heat Pump Association www.igshpa.okstate.edu	(405) 744-5175
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
Intertek	Intertek Group (Formerly: ETL SEMCO; Intertek Testing Service NA) www.intertek.com	(800) 967-5352
ISA	International Society of Automation (The) (Formerly: Instrumentation, Systems, and Automation Society) www.isa.org	(919) 549-8411
ISAS	Instrumentation, Systems, and Automation Society (The) (See ISA)	
ISFA	International Surface Fabricators Association (Formerly: International Solid Surface Fabricators Association) www.isfanow.org	(877) 464-7732 (801) 341-7360
ISO	International Organization for Standardization www.iso.org	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association (See ISFA)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (See CPA)	
LPI	Lightning Protection Institute	(800) 488-6864

www.lightning.org

MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MCA	Metal Construction Association www.metalconstruction.org	(847) 375-4718
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MMPA	Moulding & Millwork Producers Association (Formerly: Wood Moulding & Millwork Producers Association) www.wmmpa.com	(800) 550-7889 (530) 661-9591
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.org	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6223 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698

NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFPA	NFPA International (See NFPA)	
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NHLA	National Hardwood Lumber Association www.nhla.com	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association (See NWFA)	
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSPE	National Society of Professional Engineers www.nspe.org	(703) 684-2800
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736

NWFA	National Wood Flooring Association www.nwfa.org	(800) 422-4556 (636) 519-9663
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PLASA	PLASA (Formerly: ESTA - Entertainment Services and Technology Association) www.plasa.org	(212) 244-1505
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(706) 882-3833
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	SAE International (Society of Automotive Engineers) www.sae.org	(877) 606-7323 (724) 776-4841
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	
SCTE	Society of Cable Telecommunications Engineers www.scte.org	(800) 542-5040 (610) 363-6888
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 293-1995
SMA	Screen Manufacturers Association www.smainfo.org	(773) 636-0672
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association	(703) 803-2980

	www.smacna.org	
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SRCC	Solar Rating and Certification Corporation www.solar-rating.org	(321) 638-1537
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWPA	Submersible Wastewater Pump Association www.swpa.org	(847) 681-1868
TCA	Tilt-Up Concrete Association www.tilt-up.org	(319) 895-6911
TCNA	Tile Council of North America, Inc. (Formerly: Tile Council of America) www.tileusa.com	(864) 646-8453
TEMA	Tubular Exchanger Manufacturers Association, Inc. www.tema.org	(914) 332-0040
TIA	Telecommunications Industry Association (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance) www.tiaonline.org	(703) 907-7700
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance (See TIA)	
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute www.tpinst.org	(703) 683-1010

TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UBC	Uniform Building Code (See ICC)	
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WDMA	Window & Door Manufacturers Association www.wdma.com	(800) 223-2301 (312) 321-6802
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WMMPA	Wood Moulding & Millwork Producers Association (See MMPA)	
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 938-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DIN	Deutsches Institut für Normung e.V.	49 30 2601-0
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www.din.de

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
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ICC	International Code Council www.iccsafe.org	(888) 422-7233
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ICC-ES	ICC Evaluation Service, LLC www.icc-es.org	(800) 423-6587 (562) 699-0543
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C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

COE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
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CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
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DOC	Department of Commerce National Institute of Standards and Technology www.nist.gov	(301) 975-4040
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DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-2664
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DOE	Department of Energy www.energy.gov	(202) 586-9220
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EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
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FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
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FG	Federal Government Publications www.gpo.gov	(202) 512-1800
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GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 619-8925
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HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
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LBL	Lawrence Berkeley National Laboratory Environmental Energy Technologies Division http://eetd.lbl.gov	(510) 486-4000
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OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742
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SD	Department of State www.state.gov	(202) 647-4000
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TRB	Transportation Research Board National Cooperative Highway Research Program www.trb.org	(202) 334-2934
USDA	Department of Agriculture Agriculture Research Service U.S. Salinity Laboratory www.ars.usda.gov	(202) 720-3656
USDA	Department of Agriculture Rural Utilities Service www.usda.gov	(202) 720-2791
USDJ	Department of Justice Office of Justice Programs National Institute of Justice www.ojp.usdoj.gov	(202) 307-0703
USP	U.S. Pharmacopeia www.usp.org	(800) 227-8772 (301) 881-0666
USPS	United States Postal Service www.usps.com	(202) 268-2000

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CFR	Code of Federal Regulations Available from Government Printing Office www.gpo.gov/fdsys	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil Available from Defense Standardization Program www.dsp.dla.mil Available from General Services Administration www.gsa.gov Available from National Institute of Building Sciences/Whole Building	(215) 697-2664 (800) 488-3111 (202) 619-8925 (202) 289-7800

Design Guide
www.wbdg.org/ccb

MILSPEC Military Specification and Standards
(See DOD)

USAB United States Access Board
www.access-board.gov

(800) 872-2253
(202) 272-0080

USATBCB U.S. Architectural & Transportation Barriers Compliance Board
(See USAB)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
 - 2. Section 01 42 00 "References" for applicable industry standards for products specified.
 - 3. Section 01 77 00 "Closeout Procedures" for submittal of project warranties.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Requests for consideration of comparable products will only be entertained during bidding.
2. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
3. Architect/Engineer's Action: If necessary, Architect/Engineer will request additional information or documentation for evaluation of a comparable product request. Architect/Engineer will notify Contractor of approval or rejection of proposed comparable product.

a. Form of Approval: Written Addendum.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturers or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- C. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents. Such disclaimers and limitations do not relieve warranty requirements on Work that incorporates product nor do they relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to University.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for University.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time and Form: Comply with requirements in Section 01 77 00 "Closeout Procedures."
- D. Warranty Requirements:
 - 1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
 - 2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
 - 3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the University has benefited from use of the Work through a portion of its anticipated useful service life.
 - 4. University's Recourse:
 - a. Written warranties made to the University are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the University can enforce such other duties, obligations, rights, or remedies.
 - b. Rejection of Warranties: The University reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 - c. The University reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged, are asbestos free, and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. University reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect/Engineer will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product and provide only products previously approved during bid phase by written Addendum. The determination of equivalence is at the sole discretion of the Architect/Engineer who has no obligation to prove non-equivalence.
 7. Mechanical and electrical equipment design and their space requirements are based on the first named item of the Section in which specified or that scheduled on the Drawings. If other than the first named or scheduled item listed for use is selected, modification to other elements of Work may be required. Show all such modification on shop drawings and submittals as appropriate. The cost of such modifications is solely the responsibility of the Contractor.
 8. Where manufacturers are listed as acceptable for specific proprietary products but precise identification by model, series, or trade name is not specified, submit detailed product information for such products for Architect/Engineer's acceptance prior to ordering. Include specific requirements for modifications to other construction, including but not limited to, power and utility requirements, characteristics, capacities, size and locations. The cost of such modifications is solely the responsibility of the Contractor.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. If proposing a comparable product by another manufacturer, whether named or not, provide a custom product if manufacturer's standard product does not include salient features of the Basis-of-Design product indicated. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect/Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect/Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Prior to bid, Architect/Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect/Engineer will reject request:
 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00

EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Coordination of University-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for limits on use of Project site and procedures related to utility interruptions.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- 1. Include the following information:
 - a. Extent: Describe reason for and extent of each occurrence of cutting and patching, including explanation of why cutting and patching operation cannot be reasonable avoided.
 - b. Changes to In-Place Construction: Describe cutting and patching methods and anticipated results.
 - c. Products: List products to be used for patching and firms or entities that will perform patching work.

2. Limitations: Approval of cutting and patching request does not waive right of Architect/Engineer or University to later require complete removal and replacement of work found to be unsatisfactorily cut and patched.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 1. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 2. Visual Elements: Do not cut and patch construction exposed to the exterior or exposed in occupied spaces in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect/Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect/Engineer for the visual and functional performance of in-place materials.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present, for compliance with requirements for installation tolerances and other conditions affecting performance.
 - 1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility or University, as appropriate, that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect/Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect/Engineer promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated to the extent they are more explicit or stringent than requirements of the Contract Documents.
- C. Install products at the time and under conditions, including weather that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Isolate each part of complete installation from incompatible material as needed to prevent deterioration.
- E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned, true and level as applicable, with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
- H. Joints: Unless indicated otherwise, make joints of uniform width. Where joint locations in exposed work are required but not indicated, arrange joints for the best visual effect. Confirm arrangement with Architect/Engineer before proceeding. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Responsibility: Provide cutting and patching work, including attendant excavation and backfill required to complete the Work or to:
 - 1. Make components fit together properly.
 - 2. Uncover portions of the Work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work or work not conforming to requirements of Contract Documents.
 - 4. Remove samples of installed work as specified for testing.
 - 5. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements, including tolerance, specified in other Sections, where applicable.
1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 2. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven calendar days during normal weather or three calendar days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Collection Point: Review location with University and obtain approval.
- C. Site: Maintain Project site free of waste materials and debris.
- D. Dust: Keep dust particles contained.
- E. Packing Materials: Immediately after uncrating or unpacking materials or equipment, remove all crating, lumber, excelsior, wrapping or other like combustible materials from building to central collection facility.
- F. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- G. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - H. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - I. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."
 - J. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - K. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - L. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 1. Excessively high or low temperatures.
 2. Thermal shock.
 3. Excessively high or low humidity.
 4. Air contamination or pollution.
 5. Water or ice.
 6. Solvents.
 7. Chemicals.
 8. Light.
 9. Puncture.
 10. Abrasion.
 11. Heavy traffic.
 12. Soiling, staining and corrosion.
 13. Unusual wear or other misuse.

14. Contact between incompatible materials.
15. Misalignment.
16. Unprotected storage.
17. Improper shipping or handling.
18. Theft.
19. Vandalism.

END OF SECTION 01 73 00

SECTION 01 77 00

CLOSEOUT PROCEDURES

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures, including Notice of Completion and Final Inspection procedures.
 - 2. Occupancy procedures, including Notice of Approval of Occupancy/Use and University Supplemental Notice of Occupancy and Use List.
 - 3. Final Acceptance procedures, including Pre-Acceptance Checklist and University Supplemental Building/Project Acceptance List.
 - 4. Inspections after completion.
 - 5. Warranties.
 - 6. Final cleaning.
 - 7. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for progress cleaning of Project site.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Notice of Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Acceptance.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 NOTICE OF COMPLETION AND SUBSTANTIAL COMPLETION PROCEDURES

- A. Procedures and Submittals Prior to Notice of Completion: Complete and submit all of the following items prior to submitting Notice of Completion to Architect/Engineer. Include Contractor's comprehensive list of items to be completed, corrected or not in compliance with the Drawings and Specifications.
 - 1. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's preliminary punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
 - 2. Building Inspection Record: Submit completed record with all required corrections noted.
 - 3. Certificate of Occupancy: Submit Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO).
 - 4. Final Completion Schedule: Submit schedule for performing and completing all work indicated on the Contractor's list of incomplete items.
 - 5. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- B. Final Inspection: Submit Notice of Completion to Architect/Engineer. Upon receipt, Architect/Engineer and University will review and if all items on the University Supplemental Notice of Completion Checklist are complete will, within the timeframe required by the Contract, schedule and make an inspection of the Project to determine whether the Work is substantially complete.
 - 1. Final Punch List: Based on the inspection, Architect/Engineer will prepare a final punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work for any reason.
 - 2. Re-inspection: If the cumulative number of items identified on the final punch list prevents a determination that the work is substantially complete, complete those items and when complete resubmit Notice of Completion. Upon receipt of resubmittal, Architect/Engineer and University will then schedule and make a re-inspection of the Project to determine whether the Work is substantially complete.
- C. Notice of Substantial Completion: When inspection of the Work indicates that the Project is substantially complete and all other Contract provisions required for substantial completion have been satisfied, Architect/Engineer will issue a Notice of Substantial Completion (State Form SBP-07).

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor or as approved by Architect/Engineer.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect/Engineer.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect/Engineer will return annotated file.

1.8 OCCUPANCY PROCEDURES

- A. Procedures and Submittals Prior to Occupancy: Complete and submit all items on both State Form SBP-01 "Notice of Approval of Occupancy/Use" and University Supplemental Notice of Occupancy and Use List.

1.9 FINAL ACCEPTANCE PROCEDURES

- A. Procedures and Submittals Prior to Final Acceptance: Complete and submit all items on both State Form SBP-05 "Pre-Acceptance Checklist" and University Supplemental Building/Project Acceptance List.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 business days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.10 SETTLEMENT AND FINAL PAYMENT

- A. Submit and complete all of the following as a condition precedent to settlement and final payment:
 1. All guarantees and warranties.
 2. All statement to support local sales tax refunds, if any.
 3. Three (3) sets of operation and maintenance manuals.
 4. One (1) set of as-built Contract Documents showing all job changes.
 5. All demonstration and training completed in accordance with Section 01 79 00.
 6. All punch list items documented as complete.
- B. Final Certificate of Payment: Submit in accordance with the requirements of Section 01 29 00 "Payment Procedures."

1.11 INSPECTIONS AFTER COMPLETION

- A. Warranty/Guarantee Inspections: During the warranty period, accompany Architect/Engineer and University Representative, and participate in inspection(s) of the Project to identify defective and deficient work at intervals and as required by the Contract.
- B. List of Deficient or Defective Work: Within 10 business days of inspection, Architect/Engineer will provide Contractor with a list of items requiring correction.
- C. Remedial Work: Upon receive of itemized list, immediately correct and remedy deficiencies and defects in a manner satisfactory to the Architect/Engineer and University.

1.12 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties to the Architect/Engineer prior to advertisement of the Notice of Contractor's Settlement. If the Notice of Acceptance designates a commencement date for warranties other than the date of Notice of Acceptance for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
- B. Partial Occupancy: When a designated portion of the Work is completed and occupied or used by the University, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect/Engineer within fifteen (15) calendar days of completion of that designated portion of the Work.
- C. Special Warranties: When a special warranty is required to be executed by the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the University through the Architect/Engineer for approval prior to final execution. Refer to individual Specification Sections for specific requirements for special warranties.
- D. Form of Submittal: Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Number of Copies: Two.
 - 2. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 3. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 5. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.
- F. List of Extended Warranties: Provide a comprehensive list of all manufacturers' standard and special warranties with duration greater than one year after Notice of Acceptance. Organize list into an orderly sequence based on table of contents of the Project Manual.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.
 - 2. Do not use sweeping compounds on concrete floors that will leave residue affecting finish floor materials.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations immediately prior to Occupancy for entire Project or for a designated portion of Project:
 - a. Clean Project site, in areas disturbed by construction activities, including rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - c. Remove snow and ice to provide safe access to building.
 - d. Clean exposed interior finishes to a dirt-free condition, free of grease, dust, stains, films, fingerprints, and similar foreign substances. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from site.
 - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - g. Power scrub and power buff resilient flooring surfaces, tile and fluid-applied flooring.
 - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - i. Remove labels that are not permanent.
 - j. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - k. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3.3 ATTACHMENTS

- A. Samples of the following forms are appended to this Section for reference following End of Section 01 77 00:
1. University of Colorado Denver | Anschutz Medical Campus Supplemental Notice of Occupancy and Use List.
 2. University of Colorado Denver | Anschutz Medical Campus Supplemental Building / Project Acceptance List.

END OF SECTION 01 77 00

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

- A. Schedule: Submit each manual in final form prior to requesting inspection for Substantial Completion. Architect/Engineer will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect/Engineer's comments. Submit copies of each corrected manual within 15 calendar days of receipt of Architect/Engineer's comments and prior to commencing demonstration and training.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect/Engineer.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Compile entirely from documents with searchable text.
 - c. Enable inserted reviewer comments on draft submittals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

- B. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 GENERAL REQUIREMENTS MAINTENANCE MANUALS

- A. Intent: Prepare data in form of an instructional manual for use by University personnel.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- C. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of University.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Architect/Engineer.
 - 8. Name and contact information for Commissioning Authority.
 - 9. Names and contact information for major consultants to the Architect/Engineer that designed the systems contained in the manuals.
 - 10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- G. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size and enable OCR (optical character recognition) to provide searchable text.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

H. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in minimum 1 inch and maximum 2 inch thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20 lb., white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 SYSTEMS, SUBSYSTEMS AND EQUIPMENT OPERATION AND MAINTENANCE MANUALS

- A. General: Provide maintenance manuals where indicated in individual Specification Sections
- B. Maintenance Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
 1. Source Information: Provide the following information in a list for each product included in manual:

- a. Name, address, and telephone number of Installer or supplier and maintenance service agent.
 - b. Name, address, and telephone number of local source for supply of replacement parts.
 - c. Name, address, and telephone number of maintenance contractor, where appropriate.
 - d. Cross-reference Specification Section number and title.
 - e. Drawing or schedule designation or identifier where applicable.
2. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - a. Standard maintenance instructions and bulletins.
 - b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - c. Identification and nomenclature of parts and components.
 - d. List of items recommended to be stocked as spare parts.
3. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - a. Test and inspection instructions.
 - b. Troubleshooting guide.
 - c. Precautions against improper maintenance.
 - d. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - e. Aligning, adjusting, and checking instructions.
 - f. Demonstration and training video recording, if available.
4. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - a. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - b. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
5. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - a. Include procedures to follow and required notifications for warranty claims.
 - b. Include information sheet covering proper procedures in event of failure and instances which might affect validity of warranties and bonds.

2.4 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Separate into two manuals: one for exterior moisture protection products and those exposed to weather and one for interior products. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: Provide the following information for each product included in manual:
 1. Name, address, and telephone number of Installer or supplier and maintenance service agent.
 2. Cross-reference Specification Section number and title.
 3. Drawing or schedule designation or identifier where applicable.

- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 23

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for final property survey.
 - 2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
 - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. General: Submit record drawings with duplicate original transmittal letters containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Certification that each document as submitted is complete and accurate.
 - 5. Signature of authorized representative of the Contractor.
- B. Record Drawings: Submit copies of record Drawings as follows:
 - 1. Submit three paper-copy sets of marked-up record prints, two copies will be retained by the University and one copy retained by the Architect/Engineer.
 - 2. Submit three paper-copy sets and three digital copies on CD of electronic files for all delegated-design submittals. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
- C. Record Specifications: Submit three paper copies of Project's Specifications, including addenda and contract modifications. Two copies will be retained by the University and one copy retained by the Architect/Engineer.

- D. Record Product Data: Submit three paper copies of each submittal. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 - f. Mark using line types and symbols conforming to Contract Documents.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities referenced to permanent surface improvements.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities referenced to visible and accessible features of structure.
 - j. Locations of concealed valves, dampers, controls, balancing devices, junction boxes, cleanouts, and other items requiring access or maintenance.
 - k. Changes made by Change Order.
 - l. Changes made following Architect/Engineer's written orders.
 - m. Details not on the original Contract Drawings.
 - n. Field records for variable and concealed conditions.
 - o. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark additional information important to University that was either shown schematically or omitted from original Drawings.

6. Note Change Order numbers, and similar identification, where applicable.
- B. Record Delegated Design Electronic Files: For all delegated design submittals, including but not limited to landscape irrigation, fire alarm and fire sprinkler plans, prepare electronic files in full compliance with University of Colorado Denver | Anschutz Medical Campus Guidelines and Design Standards, Part 1.0, Paragraph "Drawing Production Standards."
- C. Identification: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect/Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to substitutions, selection of options, and similar information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders where applicable.
 4. Maintain one complete copy of all Addenda, Change Orders and other written change documents in printed form during construction.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Directory: Include record Product Data directory organized by Specification Section number and title.
- C. Product List: Update and record any changes to Product List submitted in accordance with Section 01 60 00 "Product Requirements", including any changes to brand, model, subcontractor, or Installer so that final list reflects materials, equipment and systems incorporated into the Work.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project. Update at least weekly.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect/Engineer's and University's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 01 78 46

EXTRA STOCK MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes descriptions and quantities of required extra stock materials.

1.3 INFORMATIONAL SUBMITTALS

- A. Schedule of Maintenance Materials: Prepare a schedule in tabular form of all extra stock materials required in individual Specification Sections including:
 - 1. Specification Section number and title.
 - 2. Description of required material
 - 3. Quantity of required material.

1.4 MAINTENANCE MATERIALS

- A. Furnish extra materials that match and are from the same production runs as the product installed.
- B. Provide in the quantities indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 MAINTENANCE MATERIAL SCHEDULE

SECTION	TITLE	DESCRIPTION	QUANTITY
09 65 13	RESILIENT BASE	Resilient base	Furnish 8 linear ft. of full-size units for each type, composition, color, pattern, and size indicated.
09 65 16	RESILIENT SHEET	Resilient sheet flooring	Furnish 4'X8' section for each color, pattern

END OF SECTION 01 78 46

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Items indicated to be removed and salvaged remain Owner's property. Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.
- B. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- C. It is not expected that hazardous materials will be encountered in the Work. If hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with EPA regulations and with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.
- B. Locate, identify, shut off, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.
- D. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

- E. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- F. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
- G. Requirements for Building Reuse:
 - 1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
 - 2. Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
- H. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- I. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill. Do not burn demolished materials.
- J. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and color Samples.
- B. Environmental Limitations: Do not proceed with installation of joint sealants when ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
 - 1. Use: For joints in vertical surfaces.
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dow Corning Corporation, 790
 - b. GE Advanced Materials – Silicones: SilPruf LM SC2700.
 - c. Tremco Incorporated; Spectrem 1
- B. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. Use: For door frames and other static joints.
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Sonolac
 - b. Bostik, Inc.; Chem-Calk 600
 - c. Pecora Corporation; AC-20+
 - d. Tremco Incorporated; Tremflex 834
- C. Acoustical Joint Sealant: Non-sag, paintable, non-staining latex sealant complying with ASTM C 834 that effectively reduces airborne sound transmission as demonstrated by testing according to ASTM E 90.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Pecora Corporation; AC-20 FTR
 - b. USG Corporation; SHEETROCK Acoustical Sealant.
- D. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.

2.2 MISCELLANEOUS MATERIALS

- A. Provide sealant backings of materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.
- D. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with ASTM C 1193.
- B. Install sealant backings to support sealants during application and to produce cross-sectional shapes and depths of installed sealants that allow optimum sealant movement capability.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal perimeters, control joints, openings, and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions. Comply with ASTM C 919.

END OF SECTION 079200

SECTION 081416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals:
 - 1. Samples for factory-finished doors, including samples for veneer cut matching.
 - 2. Shop drawing of door types, door schedule.
- B. Manufacturer information: Door construction, door features, available pre-finish options.

PART 2 - PRODUCTS

2.1 FLUSH WOOD DOORS

- A. Design Requirements:
 - 1. Provide solid-core doors only; hollow core not permitted.
 - 2. Match style and finish of existing doors
- B. MANUFACTURERS
 - 1. Algoma Hardwoods, Inc.
 - 2. Eggers / VT Industries
 - 3. Marshfield Door Systems, Inc.
 - 4. Oshkosh Architectural Door Company

2.2 MATERIALS, GENERAL

- A. Quality Standard: WDMA I.S.1-A.
- B. WDMA I.S.1-A Performance Grade:
 - 1. Heavy duty unless otherwise indicated.
 - 2. Formed-steel edges and astragals for pairs of doors.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

- A. Interior Solid-Core Doors :
 - 1. Grade: Premium, with Grade A faces.
 - 2. Species: Close-grained
 - 3. Cut: To match existing

4. Assembly of Veneer Leaves on Door Faces: Center-balance match
5. Core: Particleboard
6. Rails and Stiles: LSL, adhered to core
7. Construction: Five or seven plies, bonded
8. Edge Band: With matching veneers

2.4 FABRICATION AND FINISHING

- A. Factory-fit doors to suit frame-opening sizes indicated and to comply with clearances specified.
- B. Factory-machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3.
- C. Factory Finishing: Doors indicated to receive transparent finish.
- D. Transparent Factory Finishes:
 1. Grade: Premium
 2. Finish: Catalyzed polyurethane
 3. Stain color: To match existing suite doors.
- E. All glazing in doors to be tempered.
- F. All glazing heights and hardware attachment/prep in/of doors to meet ADA/ANSI A117.1 Accessibility standards and requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install doors to comply with manufacturer's written instructions and WDMA I.S.1-A, and as indicated.
- B. Align and fit doors in frames with uniform clearances and bevels. Machine doors for hardware. Seal cut surfaces after fitting and machining.
- C. Clearances: As follows unless otherwise indicated:
 1. 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors.
 2. 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering.
 3. 1/4 inch (6.4 mm) from bottom of door to top of threshold.

END OF SECTION 081416

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, Shop Drawings, and color Samples.
 - 1. For entrance doors, include hardware schedule.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Design, engineer, fabricate, and install aluminum-framed storefronts to withstand deflections as noted.
 - 1. Limit deflection of framing members to L/360 of clear span or 1/8 inch, whichever is smaller.

2.2 ALUMINUM-FRAMED STOREFRONTS

- A. MANUFACTURERS
 - 1. EFCO Corporation
 - 2. Oldcastle Building Envelope
 - 3. United States Aluminum
 - 4. YKK AP America Inc.

2.3 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer.
- B. Steel reinforcement as required for loads.

2.4 FRAMING SYSTEMS

- A. Framing members: Manufacturer's standard extruded-aluminum framing members.
 - 1. Glazing system: Retained mechanically with gaskets on four sides.
 - 2. Nominal size: 2 inch wide by 4 ½ inch deep.

2.5 ENTRANCE DOOR SYTEMS

- A. Entrance Doors:
 - 1. Door Construction: 1 ¾ inch overall thickness
 - 2. Door Design: To match other interior entrance doors in the building.
 - a. Stiles must be wide enough to accommodate hardware and security equipment.

- B. Glazing: Comply with Section 088000 "Glazing."
- C. Entrance Door Hardware:
 - 1. Butt hinges; pivot hinges not permitted.
 - 2. Closers: surface mounted.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set continuous sill members and flashing in full sealant bed as specified in Section 079200 "Joint Sealants".
- B. Install framing components true in alignment with established lines and grades to the following tolerances:
 - 1. Variation from Plane: Limit to 1/8 inch in 12 feet over total length.
 - 2. Alignment: For surfaces abutting in line, limit offset to 1/16 inch.
 - 3. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.
- C. Install doors without warp or rack. Adjust doors and hardware to provide tight fit at contact points and smooth operation.

END OF SECTION 084113

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Hardware schedule.

1.2 SYSTEM PERFORMANCE REQUIREMENTS

A. Design Requirements

1. Provide Mortise and Rim Cylinders capable of accepting small format (7 pin) interchangeable cores.
 - a. Dull chromium (626) finish, unless otherwise specified and approved by the University Locksmith through the University Project Manager.
2. Consult with the University Locksmith, through the University Project Manager, regarding the various lock functions and keyway for each building.
3. Provide dull chromium (626) finish durable stops, holders, flush bolts, etc.
4. Provide backing behind doorstops.
5. Computer operated proximity card access systems are allowed. Coordinate design with the University Project Manager.
6. Provide electric strikes or electric locks where required. Use of electrified hinges must be approved by the University Project Manager.
7. Provide manual lock-down capability via locking doors or manual key override to electronic lock systems. Egress doors must maintain all required egress characteristics.
8. Coordinate door hardware with security hardware requirements.
9. Coordinate all hardware and access control at the University of Colorado Denver with the University Locksmith.

B. Performance Requirements

1. Key interchangeable cores at factory.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:

1. Lock sets:
 - a. University of Colorado Anschutz Medical Campus:
 - 1) Best 9K Series Heavy Duty Lockset with 14D Lever Style Cylindrical Lever sets.
2. Automatic Door Opener:
 - a. Stanley Magic Door, Magic Swing Micro (preferred)
 - b. Dorma ED800
3. Closers:
 - a. LCN 4041
 - b. LCN Door Closer, 1460 Series Aluminum
3. Hinges:
 - a. Hager
 - b. Stanley – FBB179
 - c. Stanley – FBB168
4. Exit Device:
 - a. Von Duprin (preferred)
5. Automatic Door Sweep:
 - a. Quiet Door
6. Triple Fin Acoustic Door seals:
 - a. National Guard Products

2.2 MATERIALS

A. Lock sets:

1. Lock functions: Selected by the University locksmith through the University Project Manager. Stock numbers provided by the University locksmith from acceptable manufacturers.

B. Door guards:

1. Kickplates: Stainless steel with 626 finish.

- C. Fire-Resistance-Rated Assemblies: Provide products that comply with NFPA 80 and are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for applications indicated. On exit devices provide label indicating Exit Hardware.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Mount hardware in locations required to comply with governing regulations and according to SDI A250.8 and DHI WDHS.3.
- B. All hardware to be mounted to meet all ADA/ANSI A117.1 requirements.
- C. Acoustic door treatments to be as continuous as possible with no gaps in the material and to fit firmly against adjacent material without any gaps.
- D. Deliver keys to Owner.

END OF SECTION 087100

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.

PART 2 - PRODUCTS

2.1 GLASS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.

- 1. GANA Publications: "Glazing Manual."

2.2 GLASS PRODUCTS

- A. Annealed Float Glass: ASTM C 1036, Type I, Quality-Q3.
- B. Glass Manufacturers: Subject to compliance with requirements, provide products from one of the following:
 - 1. AFG Industries, Inc.
 - 2. Guardian Glass
 - 3. Pilkington North America
 - 4. PPG Industries
 - 5. Viracon

2.3 GLAZING SEALANTS

- A. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use NT.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Bostik, Inc.
 - b. Dow Corning Corporation.
 - c. GE Construction Sealants; Momentive Performance Materials Inc.
 - d. Sika Corporation.
 - e. Tremco Incorporated.

- B. Low-Emitting Materials: Sealants shall have a VOC content of not more than 250 g/L.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with combined recommendations of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are contained in GANA's "Glazing Manual."
- B. Remove nonpermanent labels, and clean surfaces immediately after installation.

3.2 MONOLITHIC-GLASS TYPES

- A. Glass Type Annealed float glass.
 - 1. Thickness: match existing

END OF SECTION 088000

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.
- B. Extra Materials: Deliver to Owner at least 10 linear feet of each type and color of resilient wall base installed.

PART 2 - PRODUCTS

2.1 RESILIENT BASE AND ACCESSORIES

- A. Resilient Base:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Johnsonite
 - b. Musson, R.C. Rubber Co.
 - c. Roppe Corporation, USA
 - 2. Material Requirement: Rubber
 - 3. Style: Cove at all locations
 - 4. Minimum thickness: 0.125 inch
 - 5. Height: 4 inches
 - 6. Lengths: Coils in manufacturer's standard lengths
 - 7. Outside corners: Preformed
 - 8. Inside corners: Preformed
- B. Resilient Molding Accessory: Rubber
 - 1. Edge Strips: 0.125 inch thick, 1 inch wide, with tapered or bullnose edge.

2.2 INSTALLATION ACCESSORIES

- A. Adhesives: Water-resistant type recommended by manufacturer to suit floor covering and substrate conditions indicated.
 - 1. Low-Emitting Materials: Adhesives shall have a VOC content of **50** g/L or less.
 - 2. Low-Emitting Materials: Adhesives shall comply with Green Seal's GS-36 and with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Prepare horizontal surfaces according to ASTM F 710. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- B. Adhesively install resilient wall base and accessories.
- C. Install wall base in maximum lengths possible. Apply to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required.
- D. Install reducer strips at edges of floor coverings that would otherwise be exposed.

END OF SECTION 096513

SECTION 096813 - TILE CARPETING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Extra Materials: Deliver to Owner carpet tiles equal to 5 percent of each type and color installed, packaged with protective covering for storage.

1.2 SUBMITTALS

- A. Review shop drawings for pattern match, if any, for matching during installation and possible waste factors in ordering required amounts. Provide copy of approved shop drawings on job site during installation.
- B. Verification samples: Submit two full size samples illustrating color and pattern.
- C. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications
 - 1. 5 year documented experience in manufacturing of carpet tile.
- B. Installer Qualifications
 - 1. Flooring contractor must be certified by the carpet manufacturer prior to bid.
 - 2. Flooring contractor to be a specialty contractor normally engaged in this type of work and has prior experience in the installation of carpet tiles.
 - 3. Flooring contractor will be responsible for proper installation, including floor testing and preparation, as specified by the carpet manufacturer and job conditions herein.
- C. Single source responsibility: Obtain each type of carpet from one source and by a single manufacturer.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in manufacturer's original packaging listing manufacturer's name, product name, identification number, and related information.
- B. Store in a dry location, between 60 degrees F and 80 degrees F and a relative humidity below 65%. Protect from damage and soiling. Stack carpet in boxes.
- C. Store materials in area of installation for minimum period of 48 hours prior to installation.

1.5 PROJECT CONDITIONS

- A. Sub floor preparation is to include all required work to prepare the existing floor for installation of the product as specified in this document and Manufacturer's installation instructions.
- B. Provide all material used in sub-floor preparation and repair as recommended by the carpet manufacturer and chemically and physically compatible with the carpet system being bid.
- C. Maintain minimum 65 degrees F ambient temperature and 65% Relative Humidity for 72 hours prior to, during and 48 hours after installation.
- D. Provide one full box extra materials.

1.6 WARRANTY

- A. Warranty to be sole source responsibility of the Manufacturer. Second source warranties and warranties that involve parties other than the carpet manufacturer are unacceptable.
- B. If the product fails to perform as warranted when properly installed and maintained, repair or replace the affected area at the discretion of the manufacturer.
- C. Provide warranty for a specifically defined non-prorated period of 15 years to cover the following. "Lifetime" warranties are not acceptable.
 - 1. Excessive Surface Wear: More than 10% loss of pile fiber weight
 - 2. Excessive static electricity: More than 3.5 kV per AATCC 134; 3.0 kV in areas of heavy electronic usage
 - 3. No delamination
 - 4. No edge ravel
 - 5. No zippering
- D. Provide an additional warranty for a minimum non-prorated period of two years and cover against shrinkage, cupping, and doming.
- E. Tuft Bind warranty in lieu of edge ravel and zippering is not acceptable.

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

A. CARPET

- 1. Nylon Fiber: Fiber must be premium branded nylon. Mill extruded nylon will not be accepted. 100% type, 6,6 bulk continuous filament (BCF) nylon. Hollow filament fiber shape for optimal soil hiding capability. A modification ratio of less than 1.5. Polymer identification to AATCC TM 20.

2. Construction: Texture – level loop or textured loop with maximum pile height variation of 1/32 inch.
3. Pile weight: minimum 17 oz/yd², ASTM D5848 test method.
4. Pile density: Minimum 5500 for heavy or severe traffic.
5. Dye method: Fiber to minimum 75% solution dyed; 95% preferred.
6. Stain resistance: AATCC TM 171 (HWE) for 2 cleanings to simulate removal of topical treatments by hot water extraction, followed by AATCC TM 175 Stain Resistance test; minimum rating of 8 using AATCC Red 40 Stain Scale.
7. Soil resistance: Soil resistance treatment to be heat cured by mill during manufacturing process.
8. Coloration/Patterning: Minimum five (5) color hues. Recommended: Hue values to be in medium to medium-dark range with random or complex patterning for optimum soil hiding capability.

2.2 BACKING CHARACTERISTICS

1. Primary Backing: Synthetic Woven or Non-Woven
2. Pre-coat (Fusion Coat): Sealant Vinyl
3. Secondary backing: Vinyl Closed cell. 100% reclaimed-content, nylon reinforced vinyl matrix backing is preferred and should be provided if available.
 - a. High performance, moisture impermeable modular, vinyl
 - b. 24”X24”

2.3 PERFORMANCE CHARACTERISTICS

- A. Test reports for the following performance assurance testing to be submitted upon request. Submitted results shall represent average results for production goods of the referenced style.
- B. Requirements listed below must be met by all products.
 1. Flooring Radiant Panel; ASTM E-648/NFPA 253: Class 1 (CRF: 0.45 watts/sq cm or greater)
 2. Federal Flammability: CPSC FF 1-70: Passes (must pass Methenamine Pill test, ASTM D2859 test method)
 3. Smoke Density: ASTM E-662/NFPA 258: < 450 Flaming Mode (or to state code)
 4. Electrostatic Propensity: AATCC TM 134 (Step and Scuff): 3.5 kV or less by permanent means (i.e. antistatic filaments) and without chemical treatment. 3.0 kV in areas of heavy electronic usage

5. Static Coefficient of Friction: ASTM C-1028: Passes ADA Requirements for Accessible Routes (minimum 0.60)
6. Tuft Bind: ASTM D1335 test method. Must resist a minimum of 10 lbs-force.
7. Dimensional stability: Aachen method/ISO 2551. Maximum change +/-0.20%
8. Delamination of Secondary Backing of Pile Floor Coverings: ASTM D-3936; Minimum 15 lbs.
9. Colorfastness to Light: AATCC TM 16.3 to 200 AFU; minimum rating 3-4 using AATCC Grey Scale for Color change.
10. Colorfastness to atmospheric contaminants: AATCC TM 164 (resistance to fade from oxides of nitrogen) and AATCC Gray Scale for Color Change.
11. Colorfastness to crocking: AATCC TM 165, minimum rating of 4 using the AATCC Chromatic Transference Scale. Texture Retention: Vetterman Drum; ASTM D-5417
12. Moisture Barrier: Moisture Penetration by Impact Test: No penetration of backing after 10,000 impacts at 10 psi.

2.4 ACCESSORIES

- A. Adhesives: Product to be installed using manufacturer's recommended adhesive. Non adhesive methods are preferred and should be provided if available.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Prepare sub-floor to comply with criteria established in Manufacturer's installation instructions. Use only preparation materials that are acceptable to the manufacturer.
 1. Remove all deleterious substances from substrate(s) that would interfere with or be harmful to the installation (i.e. floor wax).
 2. Remove sub-floor ridges and bumps. Fill cracks, joints, hole and other defects.
- B. Verify that sub floor is smooth and flat within specified tolerances and ready to receive carpet.
- C. Verify that substrate surface is dust free and free of substances that would impair bonding of product to the floor.
- D. There will be no exceptions to the provisions stated in the manufacturer's installation instructions.

3.2 INSTALLATION, GENERAL

- A. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures and built in furniture including cabinets, pipes, outlets, edgings, thresholds.

- B. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves and similar openings.
- C. Trim carpet neatly at walls and around interruptions.
- D. Completed carpet is to be smooth and free of bubbles, puckers, and other defects.

3.3 TESTING, CLEANING AND CERTIFICATION

- A. Remove excess adhesive and/or seam sealer from floor and wall surfaces without damage.
- B. All rubbish, wrappings, debris, trimmings, etc. to be removed from site and disposed of properly.
- C. Clean and vacuum carpet surfaces per manufacturer's instructions.
- D. After each area of carpet is installed, protect from soiling and damage by other trades.

END OF SECTION 096813

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SYSTEM REQUIREMENTS

A. Design Requirements:

1. Single-source Responsibility: Provide primers and undercoats produced by and certified compatible with each other and with topcoat.
2. Quality: Provide manufacturer's first line commercial products.
3. Locally available: Provide products readily available within the Denver metro area in 1 and 5 gallon containers. Readily available means within 24 hours of placing order.
4. Dry Film Thickness (DFT): Apply all coatings in strict conformance with manufacturer's recommendations for minimum DFT.

1.2 SUBMITTALS

- A. MSDS: Contractor to provide Material Safety Data Sheets (MSDS) for all coatings to the University Project Manager prior to application.
1. Product Data
 2. Samples.
- B. Extra Materials: Deliver to Owner 1 gal. of each color and type of finish-coat paint used on Project, in containers, properly labeled and sealed.

1.3 QUALITY ASSURANCE

- A. MPI Standards: Provide products that comply with Master Painter Institute (MPI) standards indicated and that are listed in it's "MPI Approved Products List"
- B. All painting must be of journeyman level craftsmanship, paying special attention to preparation, etching, priming and undercoating.

PART 2 - PRODUCTS

2.1 PRIMERS/SEALERS

- A. Primer Sealer, Interior, Institutional Low Odor/No VOC, for Gypsum Board and plaster substrates: MPI #149

2.2 METAL PRIMERS

- A. Primer, Rust-inhibitive, water based, for ferrous metal substrates: MPI #107

2.3 WATER BASED PAINTS

- A. Latex, Interior Gloss (Gloss Level 6, except minimum gloss of 65 units at 60 degrees): MPI #114
- B. Latex, Interior, Institutional Low-Odor/No VOC, Flat (Gloss Level 1): MPI #143
- C. Latex, Interior, Institutional Low-Odor/No VOC, Egg shell (Gloss Level 2) MPI #144 or (Gloss Level 3) MPI #145

PART 3 - EXECUTION

3.1 PREPARATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.
- C. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

3.2 APPLICATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Paint exposed surfaces, new and existing, unless otherwise indicated.
 - 1. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
 - 2. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint the back side of access panels.
 - 4. Color-code mechanical piping in accessible ceiling spaces.
 - 5. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.
- C. Apply paints according to manufacturer's written instructions.
 - 1. Use brushes only where the use of other applicators is not practical.
 - 2. Use rollers for finish coat on interior walls and ceilings.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
 - 1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

END OF SECTION 099123

SECTION 10 22 15 – FIXED GLASS PANEL PARTITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes fixed, framed glass panel partitions with swinging wood doors and fixed wood panels.

1.2 REFERENCE STANDARDS

- A. American Architectural Manufacturers Association (AAMA): www.aama.org:
 - 1. AAMA 611 Voluntary Specification for Anodized Architectural Aluminum
- B. ASTM International (ASTM): www.astm.org:
 - 1. ASTM A666 Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
 - 2. ASTM B221/ASTM B221M Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
 - 3. ASTM C1048 Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass
 - 4. ASTM E84 Test Method for Surface Burning Characteristics of Building Materials
- C. Code of Federal Regulations
 - 1. 16 CFR 1201 Safety Standard for Architectural Glazing Materials
- D. U.S. Architectural & Transportation Barriers Compliance Board: www.access-board.gov:
 - 1. Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate installation of glass panel partitions with installation of floor, wall, and ceiling construction to comply with substrate tolerance requirements of partition manufacturer.
 - 2. Coordinate installation of anchors and secondary structural members indicated on approved glass panel partition shop drawings and specified in other sections.
- B. Preinstallation Conference: Conduct conference at Project Site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each glass panel partition and door component specified, including:
 - 1. Glass panels.

2. Wood panels
3. Frame and sill tracks.
4. Door hardware and accessories.

B. Shop Drawings: For fixed glass panel partitions.

1. Include plans, elevations, sections, and details. Provide numbered panel installation sequence.
2. Show locations and requirements for tracks, bracing, blocking, and attachments to other work.

C. Samples for Verification: For each exposed component with finish selected indicated below:

1. Wood panel

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified installer.
- B. Warranty: Sample of unexecuted manufacturer warranty.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced Installer equipped and trained for installation of glass panel partitions required for this Project with record of successful completion of not less than five projects of similar scope.
- B. Single Source Responsibility: Provide glass panel partitions and associated hardware by a single manufacturer through a single source.

1.7 WARRANTY

- A. Special Manufacturer's Warranty: Standard form in which manufacturer agrees to repair or replace components of glass panel partitions that demonstrate deterioration or faulty operation due to defects in materials or workmanship under normal use within warranty period specified.
1. Warranty Period: Five years date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Provide **ALUR** framed glass panel partitions with swinging doors and fixed wood panel, manufactured by ALUR; website: <https://www.alurwalls.com>.

2.2 GLASS PANEL PARTITIONS

- A. Fixed Glass Panel Partitions: Framed glass panel partition with perimeter channel frames, butt-glazed joint and framed joints between panels, equipped with swinging doors where indicated and fixed wood panel.
1. Basis of Design: **ALUR** Glass Dividing wall.

- a. Framed partition with ½" thick tempered and laminated glass.
- b. Swinging wood door to match existing wood door finish in the suite.
- c. Fixed wood panel to match existing wood door finish in the suite.

2. Partition Frames: Anodized Aluminum extrusion, manufacturer's standard size.

2.3 GLASS PANELS AND DOORS

- A. Laminated Fully Tempered Clear Float Glass: ASTM C1172; consisting of two plies of 6 mm. thick glass with interlayer of 0.060-inch-thick clear polybutyral; unit thickness 12.7 mm.

2.4 SWINGING DOORS

- A. Accessibility Standard: Comply with applicable provisions in ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1.
- B. Single Door: Wood panel to match existing finish of existing suite doors.

2.5 MATERIALS

- A. Aluminum: ASTM B221 (ASTM B221M), with strength and durability characteristics of not less than Alloy 6063-T5.
- B. Stainless Steel: ASTM A666, Type 304.

2.6 FINISHES

- A. Aluminum Finish:
 - 1. Clear anodic finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

2.7 DOOR HARDWARE AND FITTINGS

- A. Door Hardware, General: Per section 08 71 00 and drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine partition substrates to determine if work is within glass panel partition manufacturer's required tolerances and ready to receive work. Proceed with installation of partitions once conditions affecting installation and performance of partitions meet manufacturer's requirements.
- B. Verify that partition construction adjacent to acoustically-rated glass panel partitions complies with requirements of ASTM E557.

3.2 PARTITION INSTALLATION

- A. General: Comply with glass panel partition manufacturer's written installation instructions and approved shop drawings.

- B. Install glass panel partitions after other finishing operations have been completed.
- C. Set units level, plumb, and true to line, with uniform joints.
- D. Fasten glass panel partition framing to building structure and supports as indicated on approved shop drawings, utilizing approved fasteners and spacing.
- E. Set framing in continuous bed of sealant or in positive contact with preformed gasket where indicated.
- F. Set, seal, and grout floor closer cases.

3.3 ADJUSTING

- A. Adjust doors and hardware to produce smooth operation and tight, uniform fit.
- B. Adjust latches and locks for smooth operation.
- C. Replace damaged panels and accessories.

3.4 CLEANING

- A. Clean glass panels in accordance with glass manufacturer's written instructions. Do not use cleaning agents or methods not approved by glass manufacturer.
- B. Clean exposed metal surfaces to factory new appearance.

END OF SECTION

SECTION 26 05 00 – COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Refer to Article 100 of the currently adopted National Electrical Code for definitions as applicable to this project.
- B. Other definitions:
 - 1. "Concealed": Embedded in masonry, concrete or other construction, installed in furred spaces, within double partitions or hung ceilings, in trenches, in crawl spaces, or in enclosures.
 - 2. "Exposed": Not installed underground or "concealed" as defined above.
 - 3. "Furnish" or "Provide": To supply, install and connect up complete and ready for safe and regular operation of particular work unless specifically otherwise noted.
 - 4. "Install": To erect, mount and connect complete with related accessories.
 - 5. "Indicated", "Shown" or "Noted": As indicated, shown or noted on drawings or specifications.
 - 6. "Related Work" includes, but is not necessarily limited to, mentioned work associated with, or affected by, the work specified.
 - 7. "Reviewed", "Satisfactory", "Accepted", or "Directed": As reviewed, satisfactory, accepted, or directed by or to Engineer.
 - 8. "Similar": Equal in materials, weight, size, design, construction, capacity, performance, and efficiency of specified product.
 - 9. "Supply": To purchase, procure, acquire and deliver complete with related accessories.
 - 10. "Wiring": Raceway, fittings, wire, boxes and related items.

1.02 SUBMITTALS

- A. Submittals shall be made in accordance with General Conditions of Contract and the requirements of Section 01 33 00.
- B. Shop drawings shall include equipment catalog cuts or manufacturer's printed data identifying: dimensions, weights, recess openings, equipment arrangements, electrical characteristics with bus size, electrical rating, material, wiring diagrams indicating circuit arrangement and NEMA rating for, but not limited to the following:
 - 1. Network Lighting Controls
 - 2. Contactors
 - 3. Wiring Devices
 - 4. Interior and Exterior Lighting
 - 5. Hangers and Supports for Electrical
 - 6. Grounding and Bonding
 - 7. Multi-Outlet Assemblies
 - 8. Electrical Systems
- C. Submit composite coordination drawings to include location and routing of the electrical system components in relation to the mechanical ducts, piping and structural beams.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: All electrical work at the University shall be performed by a State of Colorado licensed contractor under the supervision of a licensed electrician. Contractors shall verify that electricians are currently licensed by the State of Colorado and shall supply Project Manager with names and license numbers. Contractor shall have a minimum of 3 years of satisfactory performance in conducting the type of work specified.

1. ANSI/NFPA 70 - National Electrical Code.
 2. ANSI/IEEE C2 - National Electrical Safety Code.
 3. NECA - Standard of Installation.
 4. NFPA – National Fire Protection Association.
 5. IEEE – The Institute of Electrical and Electronics Engineers.
 6. NEMA – National Electrical Manufacturer Association.
 7. The University/Anschutz Medical Campus Project Guidelines and Standards.
 8. International Building Code in accordance with the Campus Building Official.
 9. ASTM - American Society of Testing Materials
 10. IPCEA - Insulated Power Cable Engineers Associate
 11. Underwriter's Laboratories (UL)
 12. American National Standards Institute (ANSI)
 13. Other requirements as listed elsewhere in these specifications.
- B. The drawings and specifications take precedence when they are more stringent than codes, statutes, or ordinances in effect. Applicable codes, ordinances, standards and statutes take precedence when they are more stringent than, or conflict with the drawings and specifications.
- C. Record Documents:
Maintain a separate set of contract electrical drawings at the site in accordance with Section 01 74 00 to show the following:
1. Major raceway systems, size and location, for both exterior and interior; locations of control devices; distribution and branch electrical circuitry; and fuse and circuit breaker size and arrangements.
 2. All branch circuits, feeders, communications conduits embedded in concrete, dimensioned from prominent building lines.
 3. Equipment locations (exposed and concealed) dimensioned from prominent building lines.
 4. Approved substitutions, Contract Modifications, and actual equipment and materials installed.
- D. Operations and Maintenance
Data:
1. O and M Data shall be provided in accordance with Section 01 78 23 including the following information:
 - a. Description of function, normal operating characteristics and limitations, fuse curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.
 - b. Manufacturer's printed operating procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
 - c. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
 - d. Servicing instructions and lubrication charts and schedules.
 - e. Complete list of parts and wiring diagrams.
 - f. Names, addresses and telephone numbers of the Contractor, Sub-contractors and local company responsible for maintenance of each system or piece of equipment.
 - g. All information shall be permanently bound in a 3-ring binder. The job name and address, and Contractor's name and address shall be placed on the cover and spine of each binder in a permanent manner. Dymo-tape is not acceptable.
 - h. Copies of all test reports shall be included in the manuals.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products in accordance with manufacturer's instructions, and the requirements of Section 01 10 00.

1.05 WARRANTY

- A. All electrical equipment, materials and workmanship warranties shall be provided in accordance with the requirements of Section 01 78 36 and the following:
1. The Contractor warrants the electrical system, material and workmanship, for a period of one year from the date of the University final acceptance of the installation unless as otherwise noted in Commissioning.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. All equipment and materials installed shall be new, unless otherwise specified. Defective or damaged materials shall be replaced or repaired, prior to final acceptance, in a manner acceptable to the Engineer or The University and at no additional cost to the University.
- B. All electrical materials shall be acceptable for installation only if labeled or listed UL and, if accepted, by the authority having jurisdiction.
- C. All major equipment components shall have the manufacturer's name, address, model number, and serial number permanently attached in a conspicuous location.
- D. Fire Seals:
1. Material: Fire stopping material shall be asbestos free, 100% intumescent, have code approval under BOCA, ICBO, SSBC, NFPA 101, NFPA 70, and be capable of maintaining an effective barrier against flame and gases in compliance with the following requirements.
 2. Flame Spread: 25 or less, ASTM E84
 3. Fire Resistance and Hose Stream Tests: Fire stopping materials shall be rated "F" and "T" in accordance with ASTM E 814 or UL 1479. Rating periods shall conform to the following:

(F)	3	(T)	3	Time-rated floor or wall assemblies.
(F)	3	(T)	3	Openings between floor slabs & curtain wall.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Construct Work in sequence under provisions of Division 1 where applicable.
- B. Electrical Contractor shall coordinate Divisions 26, 27, and 28 work with the installer of Division 21, 22 and 23 and other work to ensure that code required clearances relating to space required for access to electrical equipment is properly maintained.
- C. Install Work using procedures defined in NECA Standard of Installation.

- D. Workmanship shall conform to highest industry standards for each trade involved in installation of the Work.
- E. Upon completion of work, all equipment and materials shall be installed complete, thoroughly checked, correctly adjusted, and left ready for intended use or operation. All work shall be thoroughly cleaned and all residues shall be removed from surfaces.
- F. Exterior surfaces of all material and equipment shall be delivered in a perfect, unblemished condition.
- G. Carefully lay out all work in advance so as to eliminate where possible, cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings and roofs. Any damage to the building, structure, piping, ducts, equipment or any defaced finish shall be repaired by skilled mechanics of the trades involved at no additional cost to the University.
- H. All openings made in fire-rated walls, floors, or ceilings shall be patched and made tight in a manner to conform to the fire rating for the surface penetrated. Paint to match surface when visible.
- I. All penetrations required through completed concrete construction shall be core drilled at minimum size required. Precautions shall be taken when drilling to prevent damage to structural concrete. The Contractor shall obtain permission from the Architect and Structural engineer before proceeding with drilling.
- J. Sleeve Seals: Provide sleeve seals for penetrations located in foundation walls below grade, or in exterior walls, of one of the following:
 - 1. Caulk between sleeve and raceway with approved Caulk material.
 - 2. Mechanical Sleeve Seals: Modular mechanical type, as manufactured by Thunder line Corp., consisting of interlocking synthetic rubber links shaped to continuously fill annular space between raceway and sleeve, connected with bolts and pressure plates which cause rubber sealing elements to expand when tightened, providing watertight seal.
- K. Install equipment and materials to provide required Code clearances and access for servicing and maintenance. Coordinate the final location with piping, ducts, and equipment of other trades to insure proper access for all trades. Coordinate locations of concealed equipment, disconnects, and boxes with access panels and doors. Allow ample space for removal of parts, fuses, lamps, etc., that require replacement or servicing according to the National Electric code and the AHJ.
- L. Extend all conduits so that junction and pull boxes are in accessible locations.
- M. Install access panel or doors where equipment or boxes are concealed behind finished surfaces in areas such as restrooms. These access doors shall be a minimum of twenty by twenty inches or as required to accommodate full pull box or equipment access.
- N. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- O. Electrical system layouts indicated on drawings are generally diagrammatic but shall be followed as closely as actual construction and work of other trades will permit. Govern exact routing of raceways and locations of outlets by structure and equipment served. Take all dimensions from engineering drawings.
- P. Consult all other drawings. Verify all scales and report any dimensional discrepancies or other conflicts to Engineer before submitting bid.

- Q. All home runs to panel boards are indicated as starting from outlet nearest panel and continuing in general direction of that panel. Continue such circuits to panel as though routes were completely indicated.
- R. Furnish and install all necessary hardware, hangers, blocking, brackets, bracing, runners, etc. required for equipment specified under this Division.
- S. Remove all unused or abandoned conduit, junction boxes, panels, and other electrical components back to the source.
- T. Provide GFCI type receptacles for all "above counter" receptacles located within 6' of any sink or basin.
- U. Clean all luminaries, lamps and lenses prior to final acceptance. Replace all inoperative lamps.
- V. Provide all power feeds and final connections to motors and other electric equipment furnished under Divisions 21, 22, and 23.
 - 1. Install and wire through all control devices which directly handle full load motor or electric heating equipment current, such as magnetic starters, line voltage thermostats, P.E. switches, etc. which are furnished by Electrical Contractor. Located where shown on the electrical drawings.
 - 2. Provide disconnects for all mechanical equipment as indicated on project drawings.
 - 3. Provide all power and control wiring which directly handles full load current of motors or electric heating equipment.

3.02 TESTING, CLEANING AND CERTIFICATION

- A. Operating and Acceptance Tests: Provide all labor, instruments, and equipment for the performance of tests as specified below and elsewhere in these specifications.
 - 1. Perform a careful inspection of the main switchboard bus structure and cable connections to verify that all connections are mechanically and electrically tight.
 - 2. For a one-day period after the remodeled area has been placed into normal service, record the full load current in each phase or each line at the panel bus and submit to the Engineer.
- B. Test Reports:
 - 1. Test Reports: Submit three (3) copies of test results.
 - 2. The final University inspection of the project will not be made until a satisfactory report is received and approved by the University Project Manager.
 - 3. Results shall include:
 - a. Insulation resistance readings for all motors and motor feeders 5 horsepower or greater.
- C. Clean-Up: Remove all materials, scrap, etc., relative to the electrical installation, and leave the premises and all equipment, lamps, fixtures, etc. in a clean, orderly condition. Any costs to the University for clean-up of the site will be charged against the Contractor.

3.03 COMMISSIONING (DEMONSTRATION)

- A. Acceptance Demonstration: Upon completion of the work, at a time to be designated, the Contractor shall demonstrate for the University the operation of the entire installation, including all systems provided under this contract.
- B. The Contractor shall furnish the services of a qualified representative of the supplier of each item or system who shall instruct specific personnel, as designated by the University, in the operation and maintenance of that item or system.

1. Instruction shall be given when the particular system is complete, and shall be of the number of hours indicated. A representative of the Contractor shall be present for all demonstrations.

END OF SECTION

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SECTION 26 05 19 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Product data shall be submitted for in accordance with the requirements of Section 26 05 00 each of the following:
 - 1. Wires
 - 2. Cables
 - 3. Connectors

1.02 QUALITY ASSURANCE

- A. Wire and cable shall be provided and installed in accordance with the requirements of Section 26 05 00.
- B. Installer Qualifications and Certifications: Firms with at least 3 years of successful installation experience with projects utilizing electrical wiring cabling work similar to that required for this project.
- C. Regulatory Requirements: Conform to applicable code relations regarding toxicity of combustion products of insulating materials
- D. Manufacturers: Firms regularly engaged in manufacture of electrical wire and cable products of types, sizes, and ratings required, whose products have been in satisfactory use in similar service for not less than 5 years.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Wire and cable shall be delivered, stored and handled in accordance with the requirements of Section 26 05 00.
- B. Deliver wire and cable properly packaged in factory-fabricated type containers, or wound on NEMA- specified type wire and cable reels.
- C. Store wire and cable in clean dry space in original containers. Protect products from weather, damaging fumes, construction debris and traffic.
- D. Handle wire and cable carefully to avoid abrading, puncturing and tearing wire and cable insulation and sheathing. Ensure that dielectric resistance integrity of wires/cables is maintained.

1.04 WARRANTY

- A. Wire and cable warranties shall be provided in accordance with the requirements of Section 26 05 00.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide products by the following (for each type of wire, cable, and connector):

1. Wire and cable:
 - a. Triangle - PWC
 - b. American Wire and Cable Co.
 - c. Anaconda-Ericsson Inc; Wire and Cable Div.
 - d. Belden Div; Cooper Industries
 - e. General Cable Corporation
 - f. General Electric
 - g. Okonite
2. Connectors:
 - a. O-Z/Gedney Co.
 - b. AMP, Inc.
 - c. Burndy Corporation
 - d. Ideal Industries, Inc.
 - e. 3M Company
 - f. Thomas and Betts Corp.

2.02 MATERIALS, GENERAL

A. Wires and Cables:

1. Provide new wire and cable suitable for the temperature, conditions, and location where installed. All cable shall be new and shall conform to or exceed IPCEA requirements. Building wire shall be insulated with THHN/THWN/THW or XHHW insulation, rated 600 volt.
2. Conductors: Provide solid conductors for power and lighting circuits 12 AWG and smaller. Provide stranded conductors for 10 AWG THHN/THWN and larger. In sizes 250 MCM and larger use type THW or THWN. In sizes #1 AWG and smaller all conductors shall have heat/moisture resistant thermoplastic insulation type THW or THWN (75 degree C), except as follows:
 - a. Where conduit temperature will exceed 100 degree F, use type THHN (90 degree C). Type XHHW (90 degree C) permissible in dry locations.
 - b. In 120-volt incandescent fixtures, type AF (150 degree C).
 - c. In wire ways of fluorescent lighting fixtures types THW-MTW, THHN (90 degree C).
3. Conductor Material: Provide copper for all wires and cables.
4. Metal Clad cable is acceptable.
5. Use colors of wires as specified in paragraph 3.5 of this section.
6. For general applications, other than special use, use THHN insulated wire.
7. Type NM, NMC, NMS cable are not acceptable for any application.
8. Use copper wire only.
9. No wire splices shall be allowed in the conduit or conduit fittings. All splices shall be done in an approved box.
10. Grounding conductors shall be copper type THHN with green integrally-colored insulation, sized to meet NEC.
11. Plenum rated cable when required by Plenum conditions.

B. Connectors:

1. Provide UL type factory-fabricated, solder less metal connectors of sizes, ampacity ratings, materials, types and classes for applications and for services indicated. Use connectors with temperatures equal to or greater than those of the wires upon which used.

C. Wiring to Light Fixtures:

1. Type THHN to fluorescent light fixtures, 12-gauge minimum.
2. Type THHN to incandescent fixtures, 12-gauge minimum.

D. Wire Connectors:

1. For wires size #8 AWG and smaller, insulated pressure type (with live spring) rated 105 degree C, 600 volt, for building wiring and 1000 volt in signs or fixtures. 3M or Ideal.

2. For wires size #6 AWG and larger, T & B or equivalent compression type with 3M #33 or #88 tape insulation.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that mechanical work likely to damage cable has been completed.

3.02 INSTALLATION, GENERAL

- A. Install electrical cables, wires and connectors in compliance with applicable requirements of NEC, NEMA, UL, and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Coordinate wire/cable installation work, including electrical raceway and equipment connection work, with other work. Pull no wire into any portion of conduit system until all construction work, which might damage the wire, has been completed.
- C. BAS Conductor installation: (see Section 23 09 13)
- D. Wires and Cables:
 1. On systems greater than 600V thoroughly swab raceway before installing wire. Pull conductors simultaneously where more than one is being installed in same raceway. Use pulling compound or lubricant on all cable installations. compound used shall not deteriorate conductor or insulation.
 2. Use pulling means including, fish tape, cable, rope and basket weave wire/cable grips which will not damage cables or raceway. Do not use rope hitches for pulling l attachment to wire or cable. Do not exceed manufacturer's tension requirements.
 3. Keep conductor splices to minimum. Install all wire continuous from outlet to outlet or terminal to terminal. Splices in cables when required shall be made in hand holes, pull boxes, or junction boxes and shall be in strict accordance with cable manufacturer's recommendations utilizing solder less connectors NEMA/UL approved for the use. Splice only in accessible junction boxes. Use splices and tap connectors which are compatible with conductor material.
 4. Install splices and tapes, which possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
 5. Tighten electrical connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening values. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Standard 486 for copper.
 6. Support cables above accessible ceilings, do not rest on ceiling tiles. Use spring clips and hanger rods, bridle rings or 'J' hooks, independent from the ceiling suspension system to support cables from structure.
 7. Provide adequate length of conductors within electrical enclosures and form the conductors to terminal points with no excess. Bundle multiple conductors, with conductors larger than 10 AWG cables to individual circuits. Make terminations so there is no bare conductor at the terminal.
 8. Make up splices in outlet boxes with 8-inch minimum of correctly color-coded tails left in box. Splices in wires size #8 AWG and smaller shall be made with insulated spring type wire connectors, "Scotchlok" or equivalent. Splices in larger wire and cables shall be made with indent connectors NEMA/UL approved for the purpose.
 9. Use split bolt connectors for copper wire splices and taps, 6 AWG through 1 AWG. Tape un- insulated conductors and connectors with electrical tape to 150% of the insulation value of

- conductor. Rubber, friction and 3M-33 or 88 or better. Two (2) layers minimum each.
10. Use copper compression connectors for copper wire splices and taps, 1/0 AWG and larger. Tape un-insulated conductors and connectors with electrical tape to 150% of the insulation value of the conductor. Rubber, friction and 3M-33 or 88.
 11. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
 12. Thoroughly tape the ends of spare conductors in boxes and cabinets.
 13. Install exposed cable, parallel and perpendicular to surfaces, or exposed structural member, and follow surface contours, where possible.
 14. Make all ground, neutral and line connections to receptacle and wiring device terminals as recommended by manufacturer. Provide ground jumper from outlet box to individual ground terminal of devices.
 15. Parallel conductors shall be cut to the same length and be the same type of wire.
 16. All splices in control panels, terminal junction boxes, low voltage control circuits and fire alarm conductors shall be on numbered terminal strip.
 17. When routed in a wall, install all thermostat wire, fire alarm, computer cable, low voltage cable, and other communication cable in conduit.
 18. All junction boxes shall be fully accessible.
 19. All wiring shall be routed through an acceptable raceway regardless of voltage application, unless specified otherwise under other sections of these standards.

3.03 TESTING, CLEANING AND CERTIFICATION

- A. Refer to Section 26 05 00 for testing, cleaning, and certification requirements.
- B. Prior to energizing circuitry, check installed wires and cables with megaohm meter to determine insulation resistance levels to ensure requirements are fulfilled. Test shall be made on all feeders regardless of size and on all branch circuits with No. 4 AWG and larger conductors.
- C. Prior to energizing, test wires and cables for electrical continuity and for short-circuits.
- D. Subsequent to wire and cable hook-up, energize circuitry and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.

3.04 COMMISSIONING (DEMONSTRATION)

3.05 SCHEDULES

- A. Color code secondary service, feeder, and branch circuit conductors as follows:

120/208 Volts	Phase	277/480 Volts
Black	A	Brown
Red	B	Orange
Blue	C	Yellow
White	Neutral	Gray
Green	Ground	Green
Switch leg - Pink		
3 & 4 way travelers - Purple		

- B. Conductors shall be solid color for entire length.
- C. EXCEPTION:
 1. Conductors 8 AWG and larger may be black and shall be with color-coded at each termination

and in each box or enclosure. For a distance of 6 inches use half-lapped 3/4 inch plastic tape in the specified color. Do not cover cable identification markings. Adjust tape locations to prevent covering of markings.

END OF SECTION

SECTION 26 05 29 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 DESIGN REQUIREMENTS

- A. Provide equipment supports rated for the supported loads.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Conduit Hangers: Galvanized steel with special accessories for purpose and adequate to support load imposed.
- B. Coatings: Supports, support hardware, and fasteners shall be protected with zinc coating or with treatment of equivalent corrosion resistance-using NEMA/UL approved alternative treatment, finish, or inherent material characteristic. Products for use outdoors shall be hot-dip galvanized.
- C. Raceway Supports: Clevis hangers, riser clamps, conduit straps, threaded C-clamps with retainers, ceiling trapeze hangers, and wall brackets.
- D. Fasteners: Types, materials, and construction features as follows:
 - 1. Expansion Anchors: Carbon steel wedge or sleeve type.
 - 2. Toggle Bolts: All steel springhead type.
- E. Conduit Sealing Bushings: Factory-fabricated watertight conduit sealing bushing assemblies suitable for sealing around conduit, or tubing passing through concrete floors and walls. Construct seals with steel sleeve, malleable iron body, neoprene sealing grommets or rings, metal pressure rings, pressure clamps, and cap screws.
- F. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for no armored electrical cables in riser conduits. Provide plugs with number and size of conductor gripping holes as required to suit individual risers. Construct body of malleable-iron casting with hot-dip galvanized finish.
- G. U-Channel Systems: 16-gauge steel channels, with 9/16-inch-diameter holes, at a minimum of 8 inches on center, in top surface. Provide fittings and accessories that mate and match with U-channel and are of the same manufacture.
- H. Supports: Provide supporting devices of types, sizes and materials indicated; and having the following construction features:
 - 1. One-Hole Conduit Straps or Minerallac: For supporting 3/4 inch and smaller conduit, galvanized steel.
 - 2. Two-Hole Conduit Straps or Minerallac or industry approved equal: For supporting 1 inch and larger conduit, galvanized steel; 3/4 inch strap width; and 2-1/8 inch between center of screw holes.
- I. Fabricated Supporting Devices:
 - 1. General: Shop- or field-fabricated supports or manufactured supports assembled from U-channel components.
 - 2. Steel Brackets: Fabricated of angles, channels, and other standard structural shapes. Connect with welds and machine bolts to form rigid supports.

3. Pipe Sleeves: Provide pipe sleeves of one of the following:
 - a. Sheet Metal: Fabricate from galvanized sheet metal; round tube closed with snap lock joint, welded spiral seams, or welded longitudinal joint.
 - b. Fabricate sleeves from the following gauge metal for sleeve diameter noted:
 - 1) 3-inch and Smaller: 20 gauge
 - 2) 4-inch to 6-inch: 16 gauge
 - 3) Over 6-inch: 15 gauge
 - c. Steel Pipe: Fabricate from Schedule 40 galvanized steel pipe.
 - d. EMT, IMC, or Rigid Conduit.
- J. J-Hooks and Bridle Rings
 1. J-hooks and bridle rings may be used to support low voltage wiring systems.
- K. The following are prohibited.
 1. Plastic or fiber anchors.
 2. Drilling or structuring steel members.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Conduit Hangers: Support individual conduit 1-1/2 inch and larger and all multiple conduit runs with hangers. Clamp conduits individually to each support.
- B. Supports and Hangers:
 1. Support and align all raceways, cabinets, boxes, fixtures, etc., in an accepted manner and as herein specified. Support raceways on accepted types of wall brackets, specialty steel clips or hangers, ceiling trapeze hangers or malleable iron straps. Provide lead expansion shields in concrete, machine screws, bolts or welding on metal surfaces, and wood screws on wood construction. Use of powder-driven studs is prohibited without express permission from the University Project Manager.
 - a. Mount all conduits to structure a minimum of 7 inches above any accessible type ceiling, or with spacing as required to permit relocation of recessed fixtures to any location.
 2. Structural and post tensioned concrete members shall not be drilled or pierced without prior approval from the University Project Manager.
 3. Where outlets are installed in steel stud type systems, provide additional cross bracing, bridging and/or straps as required to make outlet completely rigid prior to application of wall facing material.
 4. Design hangers and wall brackets so that maximum deflection will be no greater than 1/8 inch.
 5. Install supporting devices to fasten electrical components securely and permanently in accordance with NEC requirements.
 6. Coordinate with the building structural system and with other electrical installation.
- C. Raceway Supports: Comply with the NEC and the following requirements:
 1. Conform to manufacturer's recommendations for selection and installation of supports.
 2. Strength of each support shall be adequate to carry present and future load multiplied by a safety factor of at least four. Where this determination results in a safety allowance of less than 200 pounds, provide additional strength until there is a minimum of 200 pounds safety allowance in the strength of each support.
 3. Install individual and multiple (trapeze) raceway hangers and riser clamps as necessary to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assembly and for securing hanger rods and conduits.

4. Use of ceiling support wires is unacceptable.
 5. Support parallel runs of horizontal raceways together on trapeze-type hangers. Use 3/8-inch diameter or larger threaded steel rods for support. Threaded rod shall be covered by 1/2 inch conduit from bottom of (trapeze) support to 6-inches above cable tray.
 6. Support individual horizontal raceways by separate pipe hangers.
 7. Space supports for raceways in accordance with NEC.
 8. In all runs, arrange support so the load produced by the weight of the raceway and the enclosed conductors is carried entirely by the conduit supports with no weight load on raceway terminals.
 9. Threaded rod supports to have bottoms cut off at a maximum length equal to rod diameter below bottom double nut. Remove sharp edges.
- D. Miscellaneous Supports: Support miscellaneous electrical components separately and as required to produce the same structural safety factors as specified for raceway supports. Install metal channel racks for mounting cabinets, panel boards, disconnects, control enclosures, pull boxes, junction boxes, transformers, and other devices.
- E. In open overhead spaces, support metal boxes directly from the building structure or by bar hangers. Where bar hangers are used, attach the bar to raceways on opposite sides of the box and support the raceway with an engineer approved type of fastener not more than 24 inches from the box.
- F. Sleeves: Install in walls and all other fire-rated floors and walls for raceways and cable installations as required. Where sleeves through floors are installed, extend above finish floor. For sleeves through fire rated-wall or floor construction, apply UL listed fire stopping sealant in gaps between sleeves and enclosed conduits and cables. See Engineering plans for location and extent of fire rated assemblies.
- G. Fastening: Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including but not limited to conduits, raceways, cables, cable trays, bus ways, cabinets, panel boards, transformers, boxes, disconnect switches, and control components in accordance with the following:
1. Fasten by means of wood screws or screw-type nails on wood, toggle bolts on hollow masonry units, concrete inserts or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Powder-driven studs are not acceptable. Do not weld conduit, pipe straps, or items other than threaded studs to steel structures. In partitions of light steel construction, use sheet metal screws.
 2. Holes cut to depth of more than 1-1/2 inches in reinforced concrete beams or to depth of more than 3/4 inch in concrete shall not cut the main reinforcing bars. Fill holes that are not used.
 3. Ensure that the load applied to any fastener does not exceed 25% of the proof test load. Use vibration- and shock-resistant fasteners for attachments to concrete slabs.
- H. Telecommunications Systems Cable Supports: Use cable tray or telecommunications approved cable supports.

END OF SECTION

SECTION 26 05 33 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - PRODUCTS

1.01 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide products by the following:
1. Conduit: Allied
 - a. Republic
 - b. Carlon
 2. Fittings and Bodies:
 - a. O/Z Gedney
 - b. Regal was purchased by Bridgeport
 - c. Bridgeport
 - d. Raco
 - e. Appleton
 3. Conduit Seals:
 - a. Chase-Foam CTC PR-855, or approved equal
 4. Wire ways:
 - a. Hinged cover or screw cover complete with all necessary fittings which shall be of one manufacturer.

1.02 MATERIALS, GENERAL

- A. Metal Conduit and Tubing:
1. Galvanized Steel Rigid Conduit (GRC):
 - a. Conduit: Provide rigid steel conduit, hot-dipped galvanized with threaded ends
Fittings: Threaded galvanized steel, bushings shall have nylon-insulated throat.
 2. Electrical Metallic Tubing (EMT):
 - a. Conduit: Galvanized steel tubing, galvanized on the outside and coated on the inside with a hard smooth lacquer finish. Fittings: Steel compression fittings for rain-tight and concrete-tight applications. Steel set-screw for interior connections. Set-screw quick fit type for 2- 1/2 inch and larger may be used. Bushings shall be threaded and have nylon insulated throat or nylon bushing.
 3. Intermediate metal conduit (IMC)
 - a. Conduit: Provide intermediate steel conduit hot-dipped galvanized Fittings: Threaded galvanized steel, bushings shall have nylon-insulated throat.
 4. Rigid Aluminum Conduit:
 - a. Not allowed unless otherwise noted.
 5. Flexible Metal Conduit:
 - a. Conduit: Continuous spiral wound, interlocked, zinc-coated steel, NEMA/UL approved for grounding.
 - b. Fittings: Cadmium plated, malleable iron. Straight connector shall be one-piece body, female end with clamp and deep slotted machine screw for securing conduit, and threaded male end provided with a locknut. Angle connectors shall be two-piece body with removable upper section, female end with clamp and deep slotted machine screw for securing conduit, and threaded male end provided with a locknut. All fittings 1 inch and larger shall be terminated with threaded bushings having nylon insulated throats.
 - c. Maximum length of 6 feet.
 - d. Minimum size of 1/2 inch.
 6. Liquid-Tight Flexible Metal Conduit:
 - a. Conduit: Continuous spiral wound, interlocked zinc-coated steel with polyvinyl chloride (PVC) jacket, NEMA/UL approved for grounding.
 - b. Fittings: Cadmium plated malleable iron. Straight and angle connectors shall be the same as used with flexible metal conduit but shall be provided with a compression type steel ferrule and neoprene gasket sealing rings.

7. Non-metallic Rigid Conduit
 - a. PVC plastic schedule 40

B. Conduit Bodies:

1. General: Types, shapes and sizes, as required to suit individual applications and National Electric Code (NEC) requirements. Provide matching gasket covers secured with corrosion-resistant screws.
2. Metallic Conduit and Tubing: Use metal conduit bodies. Use bodies with threaded hubs for threaded raceways and in hazardous locations.
3. Telephone EL's are not acceptable.

1.03 MATERIALS, GENERAL

- A. Sheet Steel: Flat rolled, code-gage, galvanized steel.
- B. Fasteners for General Use: Corrosion resistant screws and hardware including cadmium and zinc plated items.
- C. Fasteners for damp or wet locations: Stainless steel screws and hardware.
- D. Exterior Finish: Gray baked enamel for items exposed in finished locations except as otherwise indicated.
- E. Metal outlet, device, and small wiring boxes:
 1. General: Boxes shall be of type, shape, size, and depth to suit each location and application.
 2. Steel Boxes: Boxes shall be sheet steel with stamped knockouts, threaded screw holes and accessories suitable for each location including mounting brackets and straps, cable clamps, exterior rings and fixture studs.
- F. Outlet Boxes, Pull and Junction Boxes (J-Boxes):
 1. General: Boxes shall have screwed or bolted-on covers of material same as box and shall be of size and shape to suit application.
 2. Steel Boxes: Sheet steel with welded seams. Where necessary to provide a rigid assembly, construct with internal structural steel bracing.
 3. Hot dipped galvanized steel boxes: Sheet steel with welded seams. Where necessary to provide a rigid assembly, construct with internal structural steel bracing. Hot-dip galvanized after fabrication. Cover shall be gasketed.
 4. Outlet Boxes: Hot-dipped galvanized of required size, 4 inch square, 2" depth minimum or octagonal and of depth required for flush mounted devices and lighting fixtures. Cast-type with gasketed covers for surface-mounted devices. All outlets for exterior application shall be cast, weatherproof type with gasket and cast cover plate.
 5. Junction and Pull Boxes: Use outlet boxes as J-boxes wherever possible. Larger J-boxes pull boxes shall be accessible and shall be fabricated from sheet steel, sized according to code.
- G. Non metallic boxes are not permitted.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

A. Conduit Sizes:

1. The conduit shall be sized in accordance with NEC.
 - a. For power and lighting circuits, the minimum conduit size shall be 3/4"
 - b. Flexible and Liquid-tight Flexible Conduit: 1/2 inch for all runs. Maximum 6-foot length.
 - c. Conduits used for home runs shall contain only the conductors for the circuits indicated on the drawings. Combining unrelated multiple home runs into a single conduit would not be permitted.

B. Type of Conduit Used

1. Rigid Galvanized conduit or intermediate metallic steel conduit shall be installed in the following areas.
 - a. All outdoor non-conditioned locations concealed and exposed.
 - b. Interior exposed. Below 10 feet to floor. PVC coated 90 degree elbows underground when penetrating floor slabs.
2. Electrical Metallic Tubing (EMT):
 - a. Interior concealed spaces.
 - b. Interior exposed above 10 feet to floor.
 - c. Not permitted underground, in concrete, and in hazardous or corrosive areas.
3. Sealtite metal conduit shall be provided for: Makeup of motor, transformer or equipment, and/or raceway connections where isolation of sound and vibration transmission is required. For connections in locations exposed to weather, or in interior locations subject to moisture, watertight flexible conduit shall be used.
4. Non-metallic Rigid Conduit:
 - a. In concrete and underground.
 - b. Not permitted for interior use.

C. General: Install electrical raceway in accordance with manufacturer's written installation instructions, applicable requirements of NEC, and as follows:

1. Conceal all conduits unless indicated otherwise, within finished walls, ceilings, and floors. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes.
2. Elevation of Raceway: Where possible, install horizontal raceway runs above water and steam piping, keep close to structure.
3. Complete installation of electrical raceways before starting installation of conductors within raceways.
4. Provide supports for raceways as required per NEC. Prevent foreign matter from entering raceways by using temporary closure protection.
5. Make bends and offsets so the inside diameter is not effectively reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel. All bends shall be made in an approved bending machine or factory-made. Hickey bends will not be permitted in conduits larger than 3/4 inch.
6. Use raceway fittings that are of types compatible with the associated raceway and suitable for the use and location. Install expansion fittings across all structural construction joints and expansion/deflection couplings across all structural expansion joints and in every 200 feet of linear conduit run. A flexible bonding jumper at least three times the nominal width of the joint shall be installed.
7. Run concealed raceways parallel and perpendicular to building elements at right angles.
8. Install exposed raceways parallel and perpendicular to nearby surfaces or structural members and follow the surface contours as much as practical. Paint all exposed raceways to match surrounding area.
9. Run exposed and parallel raceways together. Make bends in parallel runs from the same centerline so that the bends are parallel. Factory elbows may be used only where they can be installed parallel. In other cases, provide field bends for parallel raceways.
10. Make raceway joints tight. Where joints cannot be made tight, use bonding jumpers to provide electrical continuity of the raceway system. Make raceway terminations tight. Where terminations are subject to vibration, use bonding bushings or wedges to assure electrical continuity. Where subject to vibration or dampness, use insulating bushings to protect conductors. Joints in non-metallic conduits shall be made with solvent cement in strict accordance with manufacturer's recommendations.

11. Terminations: Where raceways are terminated with locknuts and bushings, align the raceway to enter squarely and install the locknuts with dished part against the box. RGC shall be secured with double locknuts and an insulated metallic bushing. EMT shall be secured with one locknut and shall have nylon-insulated throats or threaded nylon bushings from 1/2 inch to 1 inch. 1-1/4 inch and above shall be metal with nylon insulated throats. Use grounding type bushings for feeder conduits at switchboards, panel boards, pull boxes, transformers, motor control centers, VFDs, etc.
12. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
13. Install pull wires in empty raceways. Use #14 AWG zinc-coated steel or monofilament plastic line having not less than 200-pound tensile strength. Leave not less than 12 inches of slack at each end
14. Telecommunications and Signal Systems Raceways: Refer to Section 27 05 28 Pathways for Communications.
15. Install raceway-sealing fittings in accordance with the manufacturer's written instructions. Locate fittings at suitable, approved, accessible locations and fill them with UL Listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway-sealing fittings at the following points and elsewhere as indicated:
 - a. Where conduits enter or leave hazardous locations.
 - b. Where conduits pass from warm locations to cold locations, such as the boundaries of refrigerated spaces and air-conditioned spaces.
 - c. Where required by the NEC.
16. Flexible Connections: Use short length (maximum of 6 feet) of flexible conduit for recessed and semi-recessed lighting fixtures, for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquid tight flexible conduit in wet locations. Install separate ground conductor in all flexible connections.
17. Conduit Seals: Conduit passing through concrete walls shall be sealed.
18. Where conduits are to be installed through structural framing members, the contractor shall provide sleeves. Cut all openings in concrete with rotary type drill, or other method as approved by the University Project Manager. Holes cut with pneumatic hammer will not be accepted. For areas where sleeves have not been provided, the Engineer's written approval must be obtained prior to cutting, notching or drilling of structural framing members.
19. Ream the ends of all cut and/or threaded conduit. Ends shall be cutsquare.
20. Use of running threads for rigid metallic conduit are not permitted. When threaded couplings cannot be used, provide 3-piece union or solid coupling.
21. Conduits shall not cross pipe shafts or ventilation duct openings "access panel".
22. Conduit shall not obstruct full and direct access to equipment requiring maintenance. This includes but is not limited to valves, actuators and terminal box controllers.
23. Install an insulated ground conductor in all conduits.
24. Where individual conduits penetrate fire-rated walls and floors, provide pipe sleeve one size larger than conduit; pack void around conduit with fire rated insulation and seal opening around conduit with UL Listed foam silicone elastomer compound. Conduits on trapeze type support system shall require fire taping only.
25. Where conduit sleeves penetrate fire rated floors or walls for installation of system cables, AC or MC cables, or modular wiring cables, pack void around cables or empty sleeve with fire rated insulation and fill ends with fire-resistive compound. Seal opening around sleeve with UL Listed foam silicone elastomer compound.
26. Provide separate raceway systems for each of the following:
 - a. Lighting
 - b. Power Distribution
 - c. Emergency (Essential)
 - 1) Lighting
 - 2) Power distribution
 - d. Low voltage systems, including telephone and communications, EQ alarm, security, fire alarm.

- e. Audio/Visual
- 27. Provide for waterproofing of all raceways, fittings, etc., which penetrate the roof to preserve the weatherproof integrity of the building. Installation of materials shall conform to the following:
 - c. General:
 - 1) Install all raceways concealed except at surface cabinets, for motor and equipment connections and in mechanical equipment rooms. Install a minimum of 6 inch from flues, steam pipes or other heated pockets for water-flashing and counter-flashing or pitch pockets for waterproofing of all raceways, outlets, fittings, etc., which penetrate roof. Route exposed raceways parallel or perpendicular to building lines with right angle turns and symmetrical bends. Concealed raceways shall be run in a direct line, and where possible, with long sweep bends and offsets.
 - 2) Provide raceway expansion joints with necessary bonding conductor at building expansion joints and where required to compensate for raceway or building thermal expansion and contraction. Terminate raceways 1-1/4 inch and larger with insulated bushing or rain tight connections with insulated throats.
- 28. Special areas methods for raceway installation (with appropriate seal-offs, explosion-proof fittings, etc.), in all special occupancy areas, as defined and classified in Article 500 of the National Electric Code (NEC), shall be in accordance with that Article.
- 29. If type MC or AC cable is used for branch circuits, the home run conduit will be EMT and must run from the panel to within 10 feet horizontally of the first device served.
- 30. All underground raceways, not under the building footprint, shall be installed so it slopes away from the building.

D. Raceway Installation:

- 1. Surface raceways, where indicated on drawings, shall be metal and of a size approved for number and size of wires to be installed, shall be installed in a neat, workmanlike manner, with runs parallel or perpendicular to walls and partitions. Raceways, elbows, fittings, outlets and devices shall be of same manufacturer, and designed for use together.
- 2. Wire ways, where indicated, complete with elbows, tees, connectors, adaptors, etc., with all parts factory-fabricated and of same manufacture.

3.02 INSTALLATION, GENERAL

A. Boxes:

- 1. Every J-box shall be secured, independent of conduit entries into the box. Boxes shall be secured to the building structure. Ceiling wire shall not be used to support (secure) J-boxes.
- 2. Box fill shall be governed by code requirements. Only the allowable amount of conduit entries shall be allowed into the box.
- 3. Box covers shall be marked so as to indicate the voltage, panel number, and circuit number of the enclosed conductors.
- 4. Each J-box shall have only one voltage installed.
- 5. Cap unused knockout holes where blanks have been removed and plug unused conduit hubs.
- 6. Sizes shall be adequate to meet NEC volume requirements, but in no case smaller than sizes indicated.
- 7. Remove sharp edges where they may come in contact with wiring or personnel.
- 8. All conduits connected to a flush panel shall be concealed.

B. Outlet Boxes:

- 1. Exact location of outlets and equipment shall be governed by structural conditions and obstructions or other equipment items. When necessary, relocate outlets so that when fixtures or equipment are installed, they will be symmetrically located according to room layout and will not interfere with other work or equipment. Verify final location of all outlets, panels, equipment, etc. with the University Project Manager.
- 2. Switch Outlet and Panel board height dimensions to meet ADA requirements.
- 3. Above counters, benches, special equipment, baseboards, fin tube radiators, etc., or at wainscoting, outlets shall be mounted minimum 6 inches above to prevent interferences to service equipment, or as noted on drawings.

4. Fire rated poke-through shall be installed in areas to miss beams and ductwork in ceiling below. Floors shall be X-rayed before core drilling.
 5. Outlets at windows and doors: Locate close to window trim in an accessible location. For outlets indicated above doors center outlets above the door opening except as otherwise indicated.
 6. Column and pilaster locations: Locate outlet boxes for switches and receptacles on columns or pilasters so the centers of the columns are clear for future installation of partitions. Locate in an accessible location.
 7. Locations in special finish materials: For outlet boxes for receptacles and switches mounted in desks or furniture cabinets or in glazed tile, concrete block marble, brick, stone or wood walls, use rectangular shaped boxes with square corners and straight sides. Install such boxes without plaster rings. Saw cut all recesses for outlet boxes in exposed masonry walls.
 8. Mounting: Mount outlet boxes for switches and receptacles with the long axis vertical or as indicated. Three or more gang boxes shall be mounted with the long axis horizontal. Locate box covers or device plates so they will not span different types of building finishes either vertically or horizontally. Locate boxes for switches near doors on the strike side, close to door trim. Provide far side box supports for electrical boxes installed on metal studs.
 9. Ceiling outlets: For fixtures, where wiring is concealed, use outlet boxes 4-inches square by 1-1/2 inches deep, minimum.
 10. Protect outlet boxes to prevent entrance of plaster, and/or debris. Thoroughly clean foreign material from boxes before conductors are installed.
 11. Concrete boxes: Use extra deep boxes to permit side conduit entrance without interfering with reinforcing, but do not use such boxes with over 6-inch depth.
 12. Existing outlet boxes: Where extension rings are required to be installed, drill new mounting holes on the existing boxes where existing holes are not aligned.
 13. Back to back outlet boxes are not permitted. Separate boxes a minimum of 6 inches in standard walls and 24 inches in acoustical walls.
- C. Installation of Pull and J-Boxes:
1. Box selection: For boxes in main feeder conduit runs, use minimum 8-inches square by 4-inches deep or as needed per NEC. Do not exceed 6 entering and 6 leaving raceways in a single box.
 2. Cable supports: Install clamps, grids, or devices to which cables may be secured. Arrange cables so they may be readily identified. Support cable at least every 30 inches inside boxes.
 3. Mount pull boxes in inaccessible ceilings with the covers flush with the finished ceiling.
 4. Every J-box shall be secured, independent of conduit entries into the box. Boxes shall be secured to the building structure. Provide rigid supports for all J-boxes, ceiling wire supports are not acceptable.
 5. Box fill shall be governed by code requirements. Only the allowable amount of conduit entries shall be allowed into the box.
 6. Box covers shall be marked so as to indicate the voltage, panel numbers, and circuit number of the enclosed conductors. Use pre-printed labels, marking cover with permanent marker is not acceptable.
- D. Grounding:
1. Electrically ground metallic cabinets, boxes, and enclosures. Where wiring to item includes a grounding conductor, provide a grounding terminal in the interior of the cabinet, box or enclosure.
- E. Outlets:
1. Provide zinc-coated or cadmium-plated sheet steel outlet boxes not less than 4 inch octagonal or square, unless otherwise noted. Equip fixture outlet boxes with 3/8-inch no-bolt fixture studs. Where fixtures are mounted on or in an accessible type ceiling, provide a J-box and extend flexible conduit, maximum 6' to each fixture. Outlet boxes in finished ceilings or walls shall be fitted with appropriate covers, set to come flush with the finished surface. Where more than one switch or device is located at one point, use gang boxes and covers unless otherwise indicated. Sectional switch boxes or utility boxes will not be permitted. Provide tile box or a 4-inch square box with tile ring where "drywall" type materials are applied.
- F. Pull and J-Boxes and Cabinets:

1. Construct J-boxes or pull boxes not over 150 cubic inches in size as standard outlet boxes, and those over 150 cubic inches the same as "Cabinets," with hinged covers of same gauge metal. Removable covers must be accessible at all times.
2. Provide a standard access panel having a hinged metal door neatly fitted into a flush metal trim, where a J-box or equipment is located above non-accessible ceilings or behind finished walls. Coordinate location and type with the University Project Manager. Access panels shall be minimum 24"x24" or 6" larger than pull box.
3. All cabinets shall be set rigidly in place with fronts straight and plumb, center panel board interiors in door openings.

END OF SECTION

SECTION 26 09 43 – NETWORK LIGHTING CONTROLS

PART 1 - GENERAL

1.01 DESIGN REQUIREMENTS

- A. Provide distributed network lighting control system. Define the lighting control zones to individual rooms, areas or individual fixtures as coordinated with the university Facilities Group.
- B. Interface lighting control zones with the Building Automation System (BAS) control zones. Provide all hardware, cabling and devices as needed for required hardwired interface.
- C. Provide minimum 25% spare capacity including equipment ratings, housing capacities, spare relays, terminals and controls.
- D. Provide a graphic user interface with a graphic display for programming lighting control zones.
- E. Complete coordination drawings for occupancy zones to interface with mechanical zones for HVAC operation
- F. Coordinate the location of the components on the shop drawings using the reflected ceiling plans. Do not mount devices over fixtures, diffusers, or sprinkler heads. Do not mount occupancy sensors in ceiling tiles with sprinkler heads.
- G. Network Backbone devices to be install on UPS system, if UPS is unavailable install on generator power.
- H. All areas with A/V equipment shall have coordination with controls to initiate shutdown sequence when area goes unoccupied.

1.02 PERFORMANCE REQUIREMENTS

- A. Provide lighting control software capable of linking switch inputs to relay outputs, retrieving links, viewing relay output status, controlling relay outputs, simulating switch inputs, setting device addresses and assigning switch inputs and relay outputs modes.
- B. Provide automatic time controls with automatic adjustment of dawn to dusk switching. System shall automatically adjust for leap year and daylight savings time.
- C. System shall include daylight harvesting control capabilities.
- D. Provide system with energy usage reporting which can be downloaded to the BAS.
- E. Provide automatic notification means of reporting of problem areas
- F. The vendor shall input all of the fixture wattage information into the lighting software.
- G. All devices be identified in the software with a software label per the naming convention tables
- H. Demonstrate the operation of the emergency lighting during generator operation and signal from the fire alarm.

1.03 SUBMITTALS

- A. Provide shop drawings with complete layout of all lighting control equipment including but not limited to programmable controllers, network cable, relays, switches, occupancy sensors and photocell sensors.
- B. Provide one-line diagrams showing the relative placement of all equipment and interconnections to equipment supplied by other manufactures.
- C. Provide complete wiring details showing connections to relays, switches, occupancy sensors, photocell sensors, etc.
- D. Clearly identify lighting zones which are coordinated and interface with the BAS control zones. Coordinate with Division 23.
- E. NAMING CONVENTION
 - 1. See table Naming-Encelium for Encelium Devices
 - 2. Submit naming convention for any devices not cover in Encelium tables

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: subject to compliance with requirements, provide programmable lighting control equipment of one of the following (for each type and rating of equipment).
 - 1. Controls: Encelium Technologies Inc.
 - 2. Sensors: Sensor Switch, Inc., Greengate. Hubbell Building Automation, Inc., PLC Multipoint Inc., The Watt Stopper, Inc., or equivalent.

2.02 SYSTEM REQUIREMENTS

- A. Provide windows graphic user interface for programming and status of lighting control system.
- B. Reports: Energy performance reports shall be printable in a printer friendly format and downloadable for use in spreadsheet applications, etc.
- C. Interoperability: Control module shall be configured to connect to a BACnet-compliant network, resulting in extending control to any network-compliant devices such as occupancy switches.
- D. Emergency Mode: There shall be a mode, when activated through the System, that will immediately adjust lights to full light output and retain that level until the mode is deactivated. This setting shall override all other inputs. The System shall interface with the building emergency monitoring system at a convenient point and not require multiple connections.
- E. Addressing: I/O Modules shall be centrally addressable, on a per fixture basis, through the software. To simplify installation and maintenance, the System shall not require manual recording of addresses for commissioning or reconfiguration.
- F. LAN Operations: System shall operate independently of building's existing network infrastructure and shall not rely on tenant supplied PCs for operation. Network infrastructure shall only be utilized for software. Manufacturer must provide software to facilitate communications. Manufacturer shall provide connection from the PC running energy management and lighting control software to the System communication bus.
- G. Firewall Security: System firewall technology shall maintain network security.

- H. Re-configurability: The assignment of individual fixtures to zones shall be centrally configurable by software such that physical rewiring will not be necessary when workspace reconfiguration is performed. Removal of covers, faceplates, ceiling tiles, etc. shall not be required.

2.03 I/O MODULE

- A. General:
 - 1. Addressing: All I/O modules shall be individually addressable via software.
 - 2. Memory: Retains all system settings in non-volatile memory.
 - 3. Coordinate installation of I/O modules on mechanical equipment with control contractor for zone occupancy status. Relays to be mounted on enclosure of mechanical equipment. Dry contacts wired by control contractor to mechanical equipment. Relay to be provided by electrical contractor.

2.04 WALL CONTROLLERS

- A. General
 - 1. Addressing: All wall modules shall be individually addressable via software.
 - 2. Memory: Retains all system settings in non-volatile memory.
 - 3. Ratings: Shall be low voltage input.

2.05 PHOTO SENSOR

- A. General
 - 1. Addressing: All photo sensors modules shall be individually addressable via software.
 - 2. Memory: Retains all system settings in non-volatile memory.
 - 3. A sensor that measures ambient light in a finite area shall be available.
 - 4. Mounting: The sensor shall be flush mounted on or recessed inside ceiling tile

2.06 OCCUPANCY SENSORS

- A. General:
 - 1. Addressing: All I/O modules shall be individually addressable via software.
 - 2. Memory: Retains all system settings in non-volatile memory.
 - 3. Technology: Provide dual technology sensors where the sensitivity adjustment for each technology is configured through the System software
 - 4. Provide sensor with minimum timeout of 30 seconds..
 - 5. Sensor timeouts shall be configurable by System software. Above the minimum sensor timeout setting.
 - 6. Mounting: Sensors for mounting on ceilings and walls, including corners, must be available.
 - 7. Self-learning sensors will not be allowed.

2.07 LIGHTING CONTROL PANELS

- A. General
 - 1. Addressing: All relays shall be individually addressable via software.
 - 2. Memory: Retains all system settings in non-volatile memory.
 - 3. Wiring: Relay control panels shall be interconnected with any other devices on the same wiring loop.
 - 4. Provide phenolic labeling on the ceiling grid for any network communication devices, such as routers, bridges, or gateways

2.08 EMERGENCY SHUNT DEVICES:

- A. General

1. Operation: Normally-closed electrically-held relay to be wired in parallel with control switch/relay. Relay automatically turns lamp on when power supply circuit voltage drops to 80 percent of nominal voltage or below.
2. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
3. LED Indicator Light: Indicates status of normal and emergency power.
4. All emergency lighting shall be 'on' upon activation of the fire alarm system.
5. Emergency lighting shall be controlled with a shunt to keep off based upon occupancy and emergency operation.
6. Relays will indicate off, on, and shunt status in the system software

PART 3 - EXECUTION

3.01 ENCLOSED OFFICES

- A. Provide occupancy sensor control in all offices with manual override controls. Configure office with manual on and auto off controls. Provide manual dimming controls.
- B. Provide daylight harvesting controls for all perimeter offices by dim to minimum 10% before switching off fixture(s) when adequate daylight is detected by photocell.
- C. Provide hardwired I/O module interface with BAS controls

3.02 LOBBIES AND CORRIDORS

- A. Provide occupancy sensors configured for automatic on/off. Provide daylight harvesting dimming to minimum 10% before turning off fixtures where possible.
- B. Coordinate occupancy time delay with university project manager.
- C. Egress lighting may be controlled under certain conditions. Coordinate with the University Project Manager.
- D. Provide hardwired I/O module interface with BAS controls.

3.03 SPECIALTY AREAS

- A. Coordinate lighting control requirements with the university project manager for all specialty areas such as but not limited to laboratories, conference centers, animal facilities and clinical facilities.
- B. Provide hardwired I/O module interface with BAS controls.

PART 4 - PROJECT DOCUMENTATION

4.01 PROJECT RECORD DOCUMENTATION

- A. At least 3 working days before final acceptance demonstration, the contractor shall submit project record drawings of the network lighting for approval by the university. If more than three errors or omissions are found during the university review or during the acceptance procedure the acceptance procedure will be cancelled and rescheduled when accurate and complete drawings are received.
- B. Project Record Documents shall include all the information in the submittal drawings plus:
 1. All communication wiring shall have the exact route shown on a floor plan.

2. Include the working construction drawings set from the installation sub-contractor.
 3. Exact locations of all devices including panels, communication devices, IO devices, etc. shall be shown. Any room numbers changes during construction will be incorporated into the record documentation
 4. All changes made during installation shall be shown, update the devices to where they are actually installed.
 5. The electrical circuits used by the network lighting should be clearly indicated as panel and circuit number.
 6. Unit communication address identifiers shall be shown.
 7. Conductor and network identifier numbers shall be shown.
 8. Update the bill of material to show the installed device quantities.
 9. The electric circuiting layer needs to be turned on for the drawing.
 10. Update drawings and remove any notes, clouds, x's and removed devices.
 11. Include the X-ref(s) to the AutoCAD drawings.
 12. Update the Title Block on the drawings.
- C. After receiving final approval, supply six (or as specified on Division 1) complete project record drawing sets together with an electronic copy, PDF and AutoCAD, to the university. The project is not considered complete until record documents have been received and certified complete and accurate by the university
- D. O&M manuals shall be provided that detail any maintenance required for any device in the system.

PART 5 – WARRANTY

- A. The lighting controls shall be warranted to be free from defects in both material and workmanship for a period of one (1) year of normal use and service. This warranty shall become effective the date the university accepts the system. The warranty shall include 24 hour per day, 7 day per week emergency problem response and all standard service contract preventative maintenance items (i.e. I/O calibration, sensor adjustment, etc.). An emergency service number shall be provided to the university. Response shall be within twenty-four (24) hours to the phone call. Provide a phone number for the factory service for 24 hour response to the owner.
- B. Provide factory trained technicians familiar with the installation for emergency warranty service. An electrician will be available to support the activities of the technician, as needed.
- C. Upgrades: Include all controller firmware and software updates for the installed system version at no additional cost to the system the owner during the warranty period. The controller firmware and software will be installed by a factory trained technician.
- D. Tuning: Include 4 site visits by a factory trained technician for lighting system analysis for efficiency and effectiveness of energy savings. Provide operation and seasonal fine-tuning of parameters to provide an optimized control system to the university by a factory trained technicians. The visits will be to be completed at the 3rd, 6th, 9th, and 11th months of the warranty period.
- E. Provide a professional service report for any of the warranty work, system analysis, and changes to parameters

PART 6 – QUALITY ASSURANCE

- A. Installation

1. All installers will have the required training from the controls manufacture on installation of the network lighting before installation of the system. If certification is available from the vendor, the installer shall complete the certification. Provide a list of trained installers to the general contractor for record keeping.

					EPW Supply				
							Device		
Backbone Devices	222	2000	ECU	1-000	N/E	222-2000-ECU	ECU-EXPORT-CP2	Emergency Control Network	
	222	2000	GWV	1-000	N/E	222-2000-GWV	EN-GW-DEFO	Wireless Gateway to EnOcean	
	Building	Room	Device	Instan	Swi	Example	Device	Device Description	Note:
	222	2000	WSC	1-000	N/E	222-2000-WSC	EN-WSC-ZC2-CP2	Wall Station - 2 Zone Controller - White	
	222	2000	WSC	1-000	N/E	222-2000-WSC	EN-WSC-SC2D	Dimming Scene Controller - White	
	222	2000	WSC	1-000	N/E	222-2000-WSC	EN-WSC-INDDD	Wall Station - Industrial Controller	
	222	2000	WSC	1-000	N/E	222-2000-WSC	EN-WSC-INDDD	Wall Station - Industrial Controller	
	222	2000	WSC	1-000	N/E	222-2000-WSC	EN-WSC-KEVCSW	Wall Station - Karomatak Controller	
	222	2000	WSC	1-000	N/E	222-2000-WSC	EN-WSC-D-CP2	Wall Station - D-CP2	
	222	2000	WSC	1-000	N/E	222-2000-WSC	EN-WSC-KEVCSW	Wall Station - Karomatak Controller	
	222	2000	CEV	1-000	N/E	222-2000-CEV	EDTL-K4	6.4 inch Touch Screen - Wall Mounted	
	222	2000	WSC	1-000	N/E	222-2000-WSC	ILC-200 (CP1)	Wall Station - Industrial Controller	
	222	2000	WSC	1-000	N/E	222-2000-WSC	ILCW-200 (CP1)	Wall Station - Karomatak Controller	
	222	2000	WSC	1-000	N/E	222-2000-WSC	ZC2-500 (CP1)	Wall Station - 2 Zone Controller - White	
	222	2000	WSC	1-000	N/E	222-2000-WSC	DSC-500 (CP1)	Dimming Scene Controller - White	
	222	2000	WSC	1-000	N/E	222-2000-WSC	MYC-500 (CP1)	Memory Demand Lighting Controller	
	Building	Room	Device	Instan	Swi	Example	Device	Device Description	Note:
	222	2000	DC	1-000	N/E	222-2000-DC	EN-SIM-AI/SBC	Scene Interface Module (Head for Photo)	
	222	2000	DC	1-000	N/E	222-2000-DC	EN-SIM-AI/SBC	Scene Interface Module - Dams Data	
	222	2000	OS	1-000	N/E	222-2000-OS	EN-SIM-AI/SBC	Scene Interface Module (Head for	
	222	2000	OS	1-000	N/E	222-2000-OS	EN-SIM-AI/SBC	Scene Interface Module (Head for	
	222	2000	IO	1-000	N/E	222-2000-OS	EN-SIM-AI/SBC	Scene Interface Module (Head for Dm	
	222	2000	IO	1-000	N/E	222-2000-OS	EN-SIM-AI/SBC	Scene Interface Module (Head for Dm	
	222	2000	DC	1-000	N/E	222-2000-DC	IOM-202 (CP1)	Universal Input/Output Module (Head	
	222	2000	OS	1-000	N/E	222-2000-OS	IOM-202 (CP1)	Universal Input/Output Module (Head	
	222	2000	IO	1-000	N/E	222-2000-OS	IOM-202 (CP1)	Universal Input/Output Module (Head	
	Building	Device	Floor	Numb	Swi	Example	Device	Device Description	Note:
	222	VAV	01	001	N/E	222-VAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	EVAV	01	001	N/E	222-EVAV-0	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	SAV	01	001	N/E	222-SAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	VAV	01	001	N/E	222-VAV-01	EN-ALC-1D10V	Area Lighting Controller Dams Data	Siemens name for Daxia
	222	EVAV	01	001	N/E	222-EVAV-0	EN-ALC-1D10V	Area Lighting Controller Dams Data	Siemens name for Daxia
	222	SAV	01	001	N/E	222-SAV-01	EN-ALC-1D10V	Area Lighting Controller Dams Data	Siemens name for Daxia
	222	VAV	01	001	N/E	222-VAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	EVAV	01	001	N/E	222-EVAV-0	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	SAV	01	001	N/E	222-SAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	VAV	01	001	N/E	222-VAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	EVAV	01	001	N/E	222-EVAV-0	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	SAV	01	001	N/E	222-SAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	VAV	01	001	N/E	222-VAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	EVAV	01	001	N/E	222-EVAV-0	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	SAV	01	001	N/E	222-SAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	VAV	01	001	N/E	222-VAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	EVAV	01	001	N/E	222-EVAV-0	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	222	SAV	01	001	N/E	222-SAV-01	EN-ALC-1D10V	Area Lighting Controller (Head for	Siemens name for Daxia
	Building	Room	Device	Instan	Swi	Example	Device	Device Description	Note:
	222	2000	IE	1-000	a-z	222-2000-IE	EN-ICM-1D10V	Luminaire Control Module	
	222	2000	IE	1-000	a-z	222-2000-IE	EN-ICM-1D10V	Luminaire Control Module - Dams Data	
	222	2000	IE	1-000	a-z	222-2000-IE	EN-ACM-1D10VS	Acoustic Control Module for Dimming	
	222	2000	IE	1-000	a-z	222-2000-IE	EN-ACM-1D10VS	Acoustic Control Module for Dimming	
	222	2000	IE	1-000	a-z	222-2000-IE	EN-ALC-1D10V	Area Lighting Controller	
	222	2000	IE	1-000	a-z	222-2000-IE	EN-ALC-1D10V	Area Lighting Controller - Dams Data	
	222	2000	IE	1-000	a-z	222-2000-IE	D4DMV-MDS	DMV Dimming Module	
	222	2000	IE	1-000	a-z	222-2000-IE	EN-DCDM-CP2	Dharm Cut Dimming Module	
	222	2000	IE	1-000	a-z	222-2000-IE	IOM-202 (CP1)	Universal Input/Output Module (Head	
	222	2000	IE	1-000	a-z	222-2000-IE	IOM-202 (CP1)	Universal Input/Output Module (Head	
	222	2000	IE	1-000	a-z	222-2000-IE	IOM-202 (CP1)	Universal Input/Output Module (Head	
	222	2000	IE	1-000	a-z	222-2000-IE	DMV-100 (CP1)	DMV Input/Output Module	

Modules for	Building	Room	Device	Instan	Swi	Example	Device	Device Description	Note:
	222	2000	ELE	1-000	0-3	222-2000-EL	EN1 LCM 1D10V	Luminaire Control Module	
	222	2000	ELE	1-000	0-3	222-2000-EL	EN1 LCM 1D10V	Luminaire Control Module - Down Rated	
	222	2000	ELE	1-000	0-3	222-2000-EL	EN1 A CM 1D10V/S	Accessories Control Module for Dimming	
	222	2000	ELE	1-000	0-3	222-2000-EL	EN1 A CM 1D10V/S	Accessories Control Module for Dimming	
	222	2000	ELE	1-000	0-3	222-2000-EL	EN1 ALC 1D10V	Area Lighting Controller - Down Rated	
	222	2000	ELE	1-000	0-3	222-2000-EL	EN1 ALC 1D10V	Area Lighting Controller - Down Rated	
	222	2000	ELE	1-000	0-3	222-2000-EL	D4DMX MD5	DMX Dimming Module	
	222	2000	ELE	1-000	0-3	222-2000-EL	EN1 RCDM CP2	Phase Cut Dimming Module	
	222	2000	ELE	1-000	0-3	222-2000-EL	ICM 202 (CP1)	Universal Input/Output Module (Used	
	222	2000	ELE	1-000	0-3	222-2000-EL	ICM 202 (CP1)	Universal Input/Output Module (Used	
	222	2000	ELE	1-000	0-3	222-2000-EL	ICM 202 (CP1)	Universal Input/Output Module (Used	
	222	2000	ELE	1-000	0-3	222-2000-EL	DMX 100 (CP1)	DMX Input/Output Module	
	Building	Room	Device	Instan	Swi	Example	Device	Device Description	Note:
	222	2000	DDC	1-000	N/A	222-2000-D	EN1 DD 1L CP2	DALLD Bridge	
	222	2000	DDC	1-000	N/A	222-2000-D	CP1221 1SH02	DALLD Power Supply	
	Building	Room	Device	Instan	Swi	Example	Device	Device Description	Note:
	222	2000	DNI	1-000	0-3	222-2000-DNI	EN1 DD 24C CP2	Below Panel 24 Circuit 120/277V	
	222	2000	DNI	1-000	0-3	222-2000-DNI	EN1 DD 24C CP2	Below Panel 24 Circuit 247V (Unshaded	

END OF SECTION

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SECTION 26 51 00 – INTERIOR LIGHTING

PART 1 - GENERAL

1.01 DESIGN REQUIREMENTS

A. General Information:

1. Lighting design shall take into consideration for fixture and remote driver maintenance and replacement. Fixtures shall be accessible from a standard ladder located on a level floor or landing.
2. Lighting Requirements:
 - a. General:
 - 1) Provide energy efficient LED luminaries wherever possible.
 - 2) Color temperature shall be 4000K unless requested otherwise. Minimum CRI shall be 80.
 - 3) Luminary installations must comply with requirements set forth in other sections of this Division 26.
 - 4) Provide emergency and exit lighting per NFPA, IBC and NEC requirements and recommendations. Exit lights should be LED type.
 - 5) If emergency generator circuits are not available, provide emergency lighting battery packs in elevator machine rooms, mechanical rooms electrical rooms. Fire, Security rooms and Egress Lighting per Fire Code.
 - 6) Refer to current edition of the IES for lighting levels in areas not included in the following paragraphs.
 - 7) LED drivers shall be low inrush current type.
 - 8) Provide LED luminaries with 0-10V flicker-free dimming to 10%, power factor >0.90, less than 20% THD.
 - 9) Provide Energy Star or DLC listed LED fixtures.
 - 10) Minimum foot-candle level in corridors shall be 20 foot candles.
 - 11) Minimum foot-candle level in lobbies shall be 15 foot-candles.
 - 12) The university standard corridor lighting consists of 2'x4' recessed luminary consistent with current LEED design.
 - b. Offices:
 - 1) Minimum foot-candle level shall be 30 foot-candles. Offices that require detail work at their desk shall be provided with minimum of 50 foot-candles. Rooms with special VDT requirements may be provided with less than 30 foot-candles, personal dimming control shall be provided.
 - 2) The university standard office lighting consists of 2'x4' recessed luminary
 - c. Classrooms:
 - 1) Minimum foot-candle level shall be 40.
 - 2) Computer classrooms shall be provided with pendant-mounted indirect luminaries. Luminaries shall be mounted with aircraft cable. Maximum length of steel indirect product shall be 12'-0". Minimum foot-candle level shall be 25.
 - 3) Laboratory classrooms: Minimum foot-candle level shall be 75.
 - 4) Coordinate fixture type with ceiling projectors as needed. Fixture location shall not obstruct projector.
 - 5) Lighting shall be LED with 0-10V flicker free dimming to 1%.
 - d. Equipment Rooms:
 - 1) Provide a minimum of 3 foot-candles on vertical surfaces and 30 footcandles at 30" high horizontal surfaces.
 - e. Exit/Egress Lighting:
 - 1) Provide adequate exit/egress lighting per code requirements.

- 2) Coordinate with the university project manager if the egress fixtures are to be controlled with the normal adjacent fixture or if they are to be used as night lights.
- f. Janitor Closets
 - 1) Provide Lensed LED strip light fixture.

1.02 SUBMITTALS

1.03 Product Data: Submit product data with mounting type and installation instructions for each proposed types of luminary and accessories. DELIVERY, STORAGE AND HANDLING

- A. Deliver luminaries in factory-fabricated containers or wrappings, which properly protect them from damage.
- B. Store luminaries in original packaging. Store inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, humidity, laid flat, and blocked off ground.
- C. Handle luminaries carefully to prevent damage, breaking, and scoring of finishes. Do not install damaged units or components; replace with new.

PART 2 - PRODUCTS

2.01 MANUFACTURES

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide products as listed in the Luminaire Schedule on the drawings.

2.02 MATERIALS, GENERAL

- A. Provide low-energy LED drivers capable of operating with high power factor >0.90, rapid-start, and low- noise features; Type 1, Class P; sound-rated A. Total Harmonic Distortion shall be less than 20%.
- B. Wiring: Provide electrical wiring within luminary suitable for connecting to branch circuit wiring as follows:
 - 1. NEC Type THHN for 120 volt, minimum #18 AWG
 - 2. NEC Type THHN for 277 volt, minimum #18 AWG
 - 3. Provide a green grounding wire in flexible conduit connection to all recessed fixtures. Provide green grounding wire to all power outlets. Provide green grounding wire in all runs from panels to fixtures and devices.
- C. Provide LED drivers with low in-rush current.
- D. Exit Signs: Housing shall be extruded aluminum. Face shall be translucent white with green lettering. Directional arrows shall be universal for field adjustment. Mounting shall be as indicated on project drawings. Battery shall be provided if an emergency source is not available. Lamp shall be LED type. Input voltage shall be as shown on drawings. H-3 radioactive exit signs must not be specified.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions under which lighting is to be installed, and substrate for supporting lighting. Notify Contractor in writing of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION, GENERAL

- A. Install lighting at locations and heights as indicated, in accordance with manufacturer's written instructions, applicable requirements of NEC, NECA's "Standard of Installation," NEMA standards, and with recognized industry practices to ensure that lighting fulfills requirements.
- B. Provide luminaries and/or outlet boxes with hangers to properly support luminary weight. Comply with IBC luminary support requirements.
- C. Install flush-mounted luminaries properly to eliminate light leakage between frame and finished surface.
- D. Provide plaster frames for recessed luminaries installed in other than suspended grid-type acoustical ceiling systems. Brace frames temporarily to prevent distortion during handling.
- E. Fasten luminaries securely to indicate structural supports; and ensure that pendant luminaries are plumb and level. Provide individually mounted pendant luminaries longer than 2 feet with twin hangers. Mount continuous rows of luminaries with one more aircraft cable support greater than number of luminaries in the row.
- F. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Standards 486A and 486B, and the National Electrical Code (NEC).
- G. Provide additional supports for all surface-mounted luminaries greater than 2 feet in length in addition to the outlet box.
- H. Overall dimensions of LED, incandescent or fluorescent fixtures recessed in suspended grid ceilings shall be such that they will fit into grid ceiling with no distortion or field repair to fixtures and with no distortion of ceiling grids. If field repair is required, the engineer shall be notified immediately. All fixtures must be supported independent of the ceiling grid per NEC. Coordinate installation of the fixtures with installer of ceiling so that ceiling will be absolutely level after completion.
- I. Grounding: Provide equipment-grounding connections for lighting as indicated. Tighten connections to comply with tightening torques specified in UL Standard 486A to assure permanent and effective grounds.
- J. Install exit signs per manufacturer's recommendations.

3.03 TESTING, CLEANING, AND CERTIFICATION

- A. Clean luminaries of dirt and construction debris upon completion of installation, and again prior to project turnover. Clean fingerprints and smudges from lenses.
- B. Protect installed luminaries from damage during remainder of construction period.
- C. At Date of Final Completion, replace lamps in luminaries that are observed to be noticeably dimmed after Contractor's use and testing, as judged by Engineer.

1. Refer to Division 1 sections for the replacement/restoration of lamps in lighting where used for temporary lighting prior to Date of Final Completion.

END OF SECTION

SECTION 28 31 00 – FIRE DETECTION AND ALARM

PART 1 - GENERAL

1.1 DESIGN REQUIREMENTS

- A. Provide a microcomputer based system using multiplex techniques for alarm reporting, central monitoring, signaling, and selection of audible and visual signal circuits. The fire alarm system should be capable of making reverse 911 messages and emergency announcements. The fire alarm subcontractor should work closely with the campus Information technology department working through the University Project Manager to make this work.
- B. Provide individually identified fire alarm sensors; pull stations, indicating devices, and compatible monitor and control devices. Provide a unique address for each device, with operator-assigned English language descriptor.
 - 1. The system shall include the following major components
 - a. Fire Alarm Control Panel (FACP)
 - b. Fire Alarm Annunciator Panel (FAAP) and LCD Display.
 - c. Fire Alarm Voice/Evacuation Panel (FVEP)
 - d. Fire Alarm Computer Terminal (FACT) – FACE refers to the individual building and University Police Building FACT.
 - e. Fire Alarm System Printer (FAP) – If building type requires a Fire Command Center.
 - f. Fireman Two Way Telephone Panel (FTP) – If required by the building type.
 - 2. Conventional fire alarm initiating devices (smoke detectors, heat detectors, manual stations, water flow and tamper switches, pressure switches) shall each be individually addressable via, and shall report to the FACP.
 - 3. Control relays shall be individually commanded by the system to respond automatically in case of an alarm by related sensors or other devices. Manual control of fans, dampers and required relays shall be provided, as well as automatic control where required by code. Control sequences shall be as indicated on related mechanical systems control drawings.
- C. The system shall operate as a low voltage, zone-annunciated Fire Management System and shall include the following subsystems:
 - 1. FACP to monitor addressable initiating and control devices, annunciate the alarm device exact location, initiate alarm and evacuation signals, and capture and recall elevators.
 - 2. FACP and Associated Auxiliary panels shall be provided with Class “A” wiring.
 - 3. Interconnection of FACP, including supervision, shall be via fiber optic (FO) cable between buildings and via copper cable in the buildings. Coordinate FO cable requirements with Campus IT Group.
 - 4. All FO transmit and receive modules and required hardware shall be integral with associated fire alarm equipment.
- D. Provide UL listed system. If required as a condition requisite to establishing UL listing of the entire installation as a system, the Contractor shall arrange for, and pay all costs associated with, any required off-site or on-site review, supervision, and/or inspection which may be required for gaining such UL listing.
- E. Conform to the following NFPA requirements:
 - 1. Initiating Device Circuits (IDC) shall be Class B

2. The Signaling Line Circuits (SLC) shall be configured as follows:
 - a. Class A for signaling line circuits connecting intelligent devices to the FACP.
 - b. Loss of connectivity between FACP and the facility's Central Control FACP shall not hamper functions of the fire alarm system within the building.
3. The Notification Appliance Circuit (NAC) shall be Class B

F. Anschutz Medical Campus System Layout

1. General:
 - a. All campus buildings will be equipped with a FACP. Locate near the main entry and a FVEP located near the FACP per the building design, for all non-high-rise buildings.
 - b. Each FACP shall be networked into the campus network and accessible from the Campus FACT. Any FVEP shall be accessed from the Campus FCC FVEP microphone and/or the Campus Police Station FVEP microphone.
 - c. One FACP and FACT in one University high-rise building FCC and one University high-rise building FCC will be designated alternate locations for the Campus FCC FACP. All information residing in the FACP/FACT of the Campus will be duplicated at these two locations.
 - d. A FACT with FAP or a FAAP with LCD indicating building in alarm shall be located at the University Police Building. The Police Station shall be capable of accessing any FVEP via local microphone.
 - e. Every building will be equipped with a weatherproof speaker/strobe located at each exterior door.
 - f. Include the Following Front Panel Controls:
 - 1) Each floor shall have a disable button
 - 2) Disable all
 - 3) Elevator disable
 - 4) Fan/shut-down disable
 - 5) Pager disable
 - 6) Door disable
 - 7) Separate speaker and strobe disable
 - 8) Manual page by floor
 - 9) Amplifier test tone button

- G. Provide interface with the Building Automation System to report all "alarm" and "supervisory" actions. Refer to Division 23.

1.2 PERFORMANCE REQUIREMENTS

- A. General: Normal operator interface, through the FACP located in each individual building where required, and at the designated FACT located in the Anschutz Medical Campus University Police Building in the Police Dispatch. All system early-warning pre-alarm, alarm, and trouble messages shall be annunciated on the FACT in a color-graphic format with English language descriptors.
- B. High-Rise Buildings.
 1. The fire alarm sequence of operation shall be in accordance with the requirements for high-rise buildings, including but not limited to the following:
 - a. The alarm and activate the strobes for the floor in alarm and the floors above and below.
 - b. Initiate stair pressurization and pressurization of the floors above and below the floor in alarm.
 - c. Release of stair, held-open doors, and re-entry doors.

- d. Upon activation of the elevator, elevator shafts, or elevator lobby detectors, recall the elevators to the main exit level or alternate floor.
 - e. Activate refuge area communications link.
 - f. Annunciate the alarm to the building FACP, and FAAP, and to University Police FACT.
 - g. Annunciate the alarm condition and location to the building FAAP and local floor FAAP.
 2. The Command Center of the High Rise Buildings shall also be equipped, under another contract, with the following remote status/control panels:
 - a. Buildings electrical distribution system.
 - b. Building fire pump.
 - c. Elevator status and control panel.
 - d. Building voice paging system and/or voice evacuation system (i.e., Office Building) via zone interface panel and microphone.
 - e. CCTV system monitors and keyboard.
 - f. Smoke control panel.
 - g. Generator control panel.
 3. The FD will use these panels for viewing or controlling each of the above systems.
- C. The FD will respond to the FACP of the building in alarm and to the Campus Police. The Campus Police FACT shall be automatically activated into the graphics mode to show the current status of all devices in alarm. The FD will take command of the Building's FACT to monitor the current response to the fire alarm condition. Using a "mouse driven" graphic menu, the FD shall be able to "zoom in" or "zoom out" of the graphic screens to view the current alarm condition.
 1. The FD will use the building's FCC PC graphic system to view and control the response of the fire alarm system by viewing special graphic screens such as:
 - a. A smoke control system status and control screen.
 - b. Any building within the complex connected to the fire alarm system.
 - c. Any preprogrammed screen existing within the fire alarm system.
 - d. Or other specialty screens that may be created at the request of the University Facilities Operations.
 2. Using the assigned FD Identification Code (ID password), the FD may use the FCC PC to alter the preprogrammed firefighting response to the present alarm condition. A printer will provide hard copy documentation of all alarm conditions, ID password log on commands, and the system response to the specific fire alarm condition.
- D. The Campus Control Center fire alarm computer will provide monitoring and secondary back up of the fire alarm computers located in the various fire command centers. If an equipment trouble alarm is initiated from a fire alarm device, it shall be reported at the FCC FACP of the building in alarm and the Campus Control Center PC.
- E. If a fire alarm condition is received and the FD cannot initiate an appropriate response from the building's FCC PC (i.e., fire in the Buildings' FCC room, or a failure of the FCC PC), then an override ID password command can be used by the FD to make any system PC the primary PC for the manual firefighting override response. The selected PC shall be able to alter a building's preprogrammed response to the alarm condition. The selected PC shall be able to access and control all PC graphic screens that reside within the system.
- F. It shall be possible for all authorized personnel, using the proper ID password, to place the facility into smoke control operation through the graphic screens from the University Police (FACT), or the Building's FCC FACP.

G. Automatic Actions:

1. Activation of an alarm-initiating device, as specified herein shall cause the following:
 - a. Annunciation of the alarm condition, type, and device address at the FACP, FACT and FAAP in a LCD format at the building FAAP. An audible signal shall sound and the alarm condition shall flash until acknowledged. The alarm condition and its location shall also be displayed at the University Police FACP, FACT, and FAAP per the building design.
 - b. The appropriate audio and visual alarms shall be transmitted throughout the building in alarm or to predetermined zones of the building in alarm.
 - c. Disable the elevator call system and recall the elevators to the level of discharge exit or to the alternate floor.
 - d. Initiate smoke control procedures and functions automatically (position dampers and control fans) from the building FACP.
 - e. Release self-closing fire and smoke doors in specified control zone when the system goes into alarm.
 - f. Provide control relay at each access control panel to unlock all secured doors in activated control zone. Guidelines and Design Standards
 - g. Provide digital paging notification to select University personnel as determined by the University Project Manager.
2. Provide smoke detector circuits with alarm verification with field-adjustable time from 0 to 60 seconds. Only verified alarms shall initiate the specified sequences.
3. Activation of a sprinkler valve supervisory switch shall initiate supervisory alarm at the corresponding building FACP, FAAP, FACT, and FAP and initiate a supervisory alarm signal at the University Police FACT. Supervisory alarms shall be differentiated from a trouble condition on the circuit.
4. A break in the initiating circuit or detector power wiring shall be annunciated as a trouble condition on the building FACP and the University Police FACT.
5. A break in the audio/visual circuit wiring shall be annunciated as a trouble condition on the building FACP and the University Police FACT.

H. Failsafe Operation: To increase the system's ability to survive damage from fire, malicious or accidental damage, premature component failure, etc., the fire alarm system shall provide the following functionality:

1. Each building FACP shall operate in a stand-alone manner, independent of any other FACP or FACT. The building FACP shall contain the complete data file for all connected devices, regardless of the building, and shall operate the same way whether connected to any other FACP or FACT. This includes:
 - a. Annunciation of device address and condition. One hundred percent of all connected devices shall be capable of operating for alarm simultaneously.
 - b. Logical Point Grouping annunciation and control. Each Logical Point Group shall contain up to 15 physical points and shall be capable of initiating a sequence of control actions.
 - c. Event-initiated control, signaling and/or annunciation sequences. One hundred percent of all connected devices shall be capable of being operated simultaneously.
 - d. Priority display of multiple alarms.
 - e. Complete supervision of all connected devices with no degraded operation.
 - f. Complete reset capabilities at FACP and FACT.
2. Standby batteries capable of operating the FACP, FACT (except those supported by non-interruptible power supply systems), FAAP, FVEP, smoke detectors and alarm horns, strobes, secondary PC terminals, video display units and printers, shall be provided to automatically back up the emergency power source. The system shall have the capacity to operate FACP, as required per NFPA PCs for two hours, and then operate the fire alarm indicating devices for at least 15 minutes, per NFPA requirements. When commercial power is restored, the system shall transfer automatically to primary power. System power supply shall be equipped with battery charging

circuits sufficient to recharge fully depleted batteries to within 70 percent of their maximum capacity within 12 hours.

3. System operating software and data file shall be resident in nonvolatile memory. Loss of power, momentary or for a sustained period shall not require reloading of the software.
4. All plug-in circuit boards shall be electrically supervised to assure that the proper board is in the proper position. Systems that use electrical continuity to supervise the presence of plug-in boards, but that do not assure that board positions have not been exchanged, shall provide additional means for the specified supervision, beyond that provided by locking covers.
5. The FACT shall be provided with battery backup or individual dedicated UPS.

I. Color code and minimum wire sizes for the fire alarm system as follows:

1. All wire is solid copper:
2. All insulation colors shall be continuous for the full length of the wire.
3. Wire Jackets shall be stamped with the "Circuit Type" designation or shall have an affixed label designating the "Circuit Type" every twenty lineal feet at a minimum.

Circuit Type	Colors		Size
	Wire	# Conductors	
Initiating Circuits	(+) Red (-) Black	2	18 (THHN)
Signaling Circuits	(+) Red (-) White	2	16 Twisted
Speaker Circuits	(+) Orange (-) Brown	2	14 Twisted
Strobe Circuits	(+) Yellow (-) Blue	2	14 Twisted
Fire Fighter Phone Circuit	(+) Red (-) White	2	14 Twisted/Shielded
Fire Fighter Phone Riser Circuit	(+) Red (-) White	2	14 Twisted/Shielded
RS-485 Circuit	(+) Blue (-) Gray	2	16 Twisted
Damper Control	(+) Red (-) Black	2	14 THHN
AHU Shutdown Circuit	(+) Red (-) Black	2	14 THHN
24VDC Power Circuit	(+) White (-) Black	2	14 THHN
Fire Alarm Remote Light Circuit	(+) Red (-) Black	2	18 THHN
Speaker Phone Cut Out Circuit	(+) Orange (-) Brown	2	14 Twisted
Low Level Audio Riser Circuit	(+) Red (-) Black	2	14 Twisted/Shielded
High Level Audio Riser Circuit	(+) Red (-) Black	2	14 Twisted
Door Holder Circuit	(+) Red (-) Black	2	14 Twisted

J. Intelligent Features:

1. The following additional features shall be provided:
 - a. The fire alarm detector cleaning shall be annunciated at the FACP as a trouble condition by the device.
 - b. Dual Alarm threshold for day or night settings.

K. Interface With Other Systems:

1. Interface design of fire alarm system with closed circuit television (CCTV) system and FO signal transmission system.
2. The Electronic Security Department (ESD) will provide software to interface with the CCTV and fire alarm systems. CCTV and fire alarm manufacturers shall provide software protocol, for their systems, to ESD.
3. Consultant may purchase copy of specifications for interfacing systems from the University for the purpose of determining interfacing requirements.
4. Interface voice notification with the campus RAV system.

1.3 SUBMITTAL

A. Provide shop drawings as follows:

1. Floorplans with device layout, address and wiring.
2. FACP layout.
3. Riser diagrams.
4. Battery calculation.
5. Sequence of operation
6. Equipment cut sheets
7. FAAP layout.

B. CADD generated layouts for FACT screen graphics.

C. Operating and Maintenance Manuals.

D. Project Record Documents:

1. Prior to submittal of the as-built documents, submit a complete package of shop drawings to the University Facilities Operations Fire and Safety office for review. Drawings shall include floor plans and graphic maps for each building and/or floors.
2. Submit record documents in accordance with the requirements of Section 01 78 39 and the following:
 - a. As-built point-to-point wiring diagrams depicting every device, including correct University room numbers.
 - b. Revised schematic, wiring, and interconnection diagrams of all circuits, internal and external, for all equipment installed and exact locations for all devices. These schematics shall include the conductor color-coding and terminal number identification system, location of all terminal boxes complete with numbering and each device address.
 - c. Complete, as-installed, riser diagrams indicating the wiring sequence of all alarm initiating devices, supervisory devices, and all signaling appliances on all signaling circuits.
 - d. A complete description of the system operation, including a schedule of relay abbreviations used on the drawings, list of relay functions, and the sequence of relay operation during supervisory trouble and alarm conditions.
 - e. Complete wiring and control diagrams for control and shutdown circuits for fan systems.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in Intelligent Fire Management Systems.
- B. Installer: Company with certified personnel specializing in smoke detection and fire alarm systems with five years' documented experience as a fire alarm installing contractor.
- C. Fire Management system installer shall keep all smoke heads in the building covered until final building turn over. Failure to comply will mandate a complete cleaning of the individual heads on the system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Edwards System Technology (Sole Sourced)

2.2 APPROVED INSTALLERS

- A. Metroplex Control System (MCS) – 6950 South Tucson Way, Unit D, Centennial, CO 80112, (720) 875-0303.
- B. Advanced Electronic System – 801 Main Street, Windsor, CO 80550, (970) 686-6200
- C. FAS (Fire Alarm Services) – 4800 W 60th Ave, Arvada CO, 80003 (303) 466-8800
- D. Meridian Fire and Security – 7173 S. Havana St Ste 400 Centennial CO, 80112 (303) 790-2520
- E. Other Edwards System Technology installers will be considered if they have successfully completed 3 similar projects (in size and complexity) in the past 5 years in the Denver Metro area. The installer must have a demonstrated ability to provide ongoing service to any system it installs. Alternate installers must be approved in writing by the University Project Manager through Facilities Operations 5 working days prior to Bidding on the project. Installers should be NICET certified.

2.3 MATERIALS, GENERAL

- A. All equipment and materials used shall be standard components, regularly manufactured, and regularly utilized in the manufacturer's system.
- B. All systems and components shall have been thoroughly tested and proven in actual use.
- C. All equipment shall be listed and labeled by Underwriters Laboratories.
- D. All sensors shall be of the intelligent type and shall mount on a common base. This base shall be incompatible with conventional detectors.
- E. Where equipment of different manufacturers is used, such equipment shall be included under the required over-all UL system listing as a component of the integrated fire alarm system.
- F. The system shall be designed to operate with unshielded wire, to the maximum practicable extent. Shielded wire may be used. FO cable shall be utilized, as required or as indicated by the design documents.

- G. FACP's shall be provided with tamper switches on cabinet doors to protect against unauthorized access to internal devices. The panel shall provide commandable outputs, which can operate relays or logic level devices.
- H. Memory data shall be contained in EEPROM non-volatile memory. If non-volatile battery-backed RAM provides memory, removal of the board shall not cause loss of memory contents.
- I. The Fire Alarm annunciator panels shall be LCD types.
- J. Site Specific Customizing Software:
 - 1. General:
 - a. Provide software and Programs with technical support and training for the University's Facilities Operations staff during installation of system and completion.
 - b. Alarm display shall include, as a minimum:
 - 1) Indication of alarm condition, i.e., ABNORMAL OFF, HI ALARM/ LO ALARM, analog value or status, and English group and point identification such as "SMOKE DETECTOR BUILDING "A" - 2ND FLOOR- ROOM 202".
 - 2) A discrete per point alarm action taking message, such as "CALL MAINTENANCE DEPT. EXT 5561", of up to 480 characters.
 - c. System shall automatically transmit alarm and troubles to selectable University pagers via a commercial carrier such as "AT&T Wireless".
 - d. The network routing properties for a panel's common controls determine which panels will respond when an operator presses the corresponding control command switch (Reset, Alarm Silence, Panel/Trouble Silence, Drill, Alternate Sensitivity) on the 3-LCD module.
 - e. Only the panels defined in the selected network routing group will respond to the command. Any building connected by a bridge or other structure shall annunciate to its opposite number(s) alarm, supervisory, and trouble conditions via single LEDs on its front panel.
 - 2. Point summary reports:
 - a. Point summary reports shall include the current value/status and condition.
 - b. Trend reports shall allow the operator to randomly select logical arrays of points.
 - c. Dynamic trends shall provide up to six points and show real time activity of the associated points.
 - d. Alarm reports shall be automatically issued.
 - e. A custom report capability shall be provided to allow the user to format reports of any mix of text, points with status/value and descriptors, and points with status/value only.
- K. Fire Alarm System Devices:
 - 1. General:
 - a. Each device shall be assigned a unique address. Address selection by jumpers is not acceptable. Devices which take their address from their position in the circuit are unacceptable. It is preferred that the address of the intelligent device be part of the device base rather than the device itself.
 - b. Devices shall receive power and communication from the same pair of wires. For fault-tolerant circuits, any separate power wiring shall also be made fault-tolerant.
 - 2. Analog Sensors (Photoelectric and Thermal):
 - a. Each sensor shall contain an LED, which blinks each time it is scanned by the FACP. The sensor LED is to remain illuminated to indicate alarm. All sensors not visible from the corridor shall have a remote light mounted in the corridor as shown on the drawings.

- b. Each sensor shall be capable of being tested for alarm via command from the FACP or FACT. The values of the sensor shall be displayed at building FACP and FACT, and the University Police FACT.
- 3. Monitor Modules:
 - a. The Monitor Module shall provide an addressable input for N.O. or N.C. contact devices such as manual stations, water-flow switches, sprinkler supervisory devices, door contacts, intrusion detectors, etc.
 - b. The Module shall mount in a standard electrical box.
- 4. Control Modules:
 - a. The Control Module shall provide an addressable output for a separately powered alarm-indicating circuit or for a control relay.
 - b. The relay contacts shall be SPST (Form "C" rated at 2 amps at 28V DC).
 - c. The module shall mount in a standard electrical box.
 - d. Control voltage's connected to intelligent control relays shall not exceed 24VAC/24VDC. Isolation relays shall be used on control voltages on excess of 24VAC/24VDC.
- 5. Fault Isolator Module (only if approved by the University Project Manager):
 - a. The Fault Isolator Module shall detect and isolate a short-circuited segment of a fire-alarm loop.
 - b. Modules shall be placed on every floor to limit the number lost addressable devices in case of a short-circuit on the intelligent circuit.
- 6. Intelligent manual pull stations shall be single action, mounted on standard electrical box.
 - a. For public places, use single action pull stations with "Stopper II" cover.
- 7. Magnetic door holders shall be wall- or floor-mount on a standard electrical box.
- 8. Linear beam smoke detectors shall have cross-zone capabilities and be provided where shown on the drawings. Detectors shall consist of a transmitter and receiver unit utilizing infrared light to detect smoke between the units. These detectors shall have discriminating circuitry to differentiate between actual smoke, momentary blockage of the beam, and long-term blockage.
 - a. Contractor shall provide a weatherproof enclosure for each pair of devices, utilizing transparent panels to allow light transmission. Ensure range of detector is adequate to compensate for passage through this glass.
- L. Other Devices:
 - 1. Speaker/Strobes:
 - a. Strobes shall be synchronized.
 - b. The speaker shall provide for minimum sound level of 95 dBA at 10 feet.
 - 2. Analog Air Duct Detectors:
 - a. Duct detectors shall be mounted exterior of duct with air sampling tube. Program duct detectors for supervisory indication only.
 - b. Provide fire alarm remote light red LED, mounted on a standard plate fitted to a standard electrical box. When device is not visible, labeled plate with the name of the device served.
 - c. Fire alarm remote light/test switch combination shall be utilized for each duct detector. The device shall have a red LED and two positions test switch mounted on a standard plate fitted to a standard electrical box. Plates shall be labeled with the name of the equipment served.
 - 3. Tamper Switches: Installed under Division 21.
 - 4. Flow Switches: Installed under Division 21.
 - 5. Sprinkler Pre-action Solenoid and Deluge Valves: Installed under Division 21.
 - 6. Differential Pressure Switch: Installed under Division 23.

7. Damper End Switches: for damper position indication. Installed, under Division 23.
 8. Relays provide addressable control and/or monitor module for each device indicated in paragraphs P. 3, 4, 5, 6, and 7 above. Include wiring to the device and to the fire alarm loop as required.
 9. Provide control relays as required to accomplish functions such as fan shutdown, damper positioning, door release, etc.
 10. Fire/Smoke dampers and smoke dampers will be provided under Division 23. The 24V wiring, including low voltage transformer P.E. switch, will be provided under Division 23. The 120V AC wiring will be provided under this section..
 11. Voice Evacuation Speaker/Strobe units shall be UL listed for use in voice evacuation systems.
 - a. Audible and visual indications shall operate independently or in unison.
 12. Animal Care Facilities
 - a. Provide "Silentone" horns or approved equal throughout all animal care facilities. Provide red lensed strobe in animal holding rooms.
 - b. Provide speakers in the office areas of the animal facility.
- M. Special System Requirements: The communications board shall include two FO transmit and two FO receive modules mounted as an integral part of the board. Detached FO transmit and receive modules will not be permitted. All FO transmit and receive modules shall include automatic gain control.
- N. FO Jumper Cable:
1. Provide plenum-rated FO cable, tight buffer type, with attenuation less than 3.5 dB/Km at 850 nm.
 2. Jumper shall consist of two type ST connectors and the required length of 50/125 or 62.5/125 micron FO cables. Jumper cable to match trunk system cable to which the FACP is to be connected to.
 3. Connectors shall meet or exceed the following requirements:
 - a. Attenuation: < 1.0 dB at 850 nm per mated pair.
 - b. Durability: < 0.2 dB increase in attenuation per 1000 matings.
 - c. Operating temperature: -40° to +60°C.
 - d. Connector construction shall incorporate ceramic ferrule, nickel-plated zinc housing and estate boot.
- O. Voice Evacuation System:
1. The Contractor shall provide all work required for installation of a Voice Evacuation System for the buildings indicated by the drawings. Scope of this Contractor's work will be as described by this section of the specifications and as shown on the drawings.
 2. Buildings that are defined as high rise shall have the following: An Audible Alarm on the floor where that event is detected and a general message to all other floors stating, "A fire Alarm has been detected on (indicate floor number). Remain alert and evacuate if there are indications of fire. If no danger is noted, you may await further instruction. Elevators have been recalled to level 1 (or alternate floor if the fire alarm is on level 1) until the fire alarm is over."
 3. Fire Alarm Voice Evacuation Panel (FVEP):
 - a. The FVEP shall be located in conjunction with the FACP and shall provide evacuation signals, pre-recorded fire alarm messages, and one-way communication (paging) on a selective.
 - b. FVEP equipment shall include the following:
 - 1) Voice paging, hand-held, push-to-talk microphone with dynamic noise canceling. Frequency response shall be flat within +3 dB from 200 to 5,000 Hz.
 - 2) Zone paging selector switches and LED's, with one selector switch and two LEDs provided for each speaker zone.

- 3) "Manual Fire Evacuation Tone" switch and LED.
 - 4) "Silencing" fire evacuation tones (self-restoring switch) and LED.
 - 5) "Pre-recorded Message" switch and LED.
 - 6) "All Call", switch and LED, with the switch enabling the operator to simultaneously page all speaker zones on both risers.
 - 7) Reset switch.
 - 8) Lamp test switch.
 - 9) "Page" LED, which will light when the paging microphone is used.
 - 10) The FVEP shall also be equipped with LED's to indicate trouble conditions for the following:
 - a) Each individual speaker zone.
 - b) Amplifier, preamplifier, fire tone, pre-recorded messages, and voices paging
 - 11) All switches and LED's shall be clearly identified with engraved labels.
 - 12) Each group of LED's shall have distinctive colors, such as:
 - a) Fire Tone - Red
 - b) Silence - Yellow
 - c) Page - Green
 - d) Trouble - Yellow
 - e) Pre-recorded Message - Red
- c. The fire evacuation signal shall be applied to any specific zone automatically from the FACP or FACT, or shall be selected manually by the speaker zone switch.
4. FVEP Audio Cabinet:
- a. 100% redundant tone generators, preamplifiers, and amplifiers shall be provided.
 - b. The audio trunk shall be electronically supervised and shall be automatic switchover from one audio signal path to the other.
 - c. Each amplifier module shall be provided with two 40-watt amplifiers, and shall power a minimum of 8 speaker zones.
 - d. Pre-recorded message shall be programmed and recorded in a memory chip. Tape cassette players are not acceptable.
 - e. The FVEP audio cabinet shall be capable of remote "All Page" activation via local microphone from the University Police Station. The system shall allow the selection of individual building or "All" buildings for "Disaster Messages".
 - f. Provide capability of testing and adjusting audio amplifier outputs. Provide test switch at the FACP.

P. Spare Parts: Refer to Section 01 78 46 – Extra Stock Materials.

PART 3 - EXECUTION

3.1 INSTALLATION – FIRE ALARM

A. Fire Alarm Layouts:

1. General:

- a. Provide a fire alarm system for each building.
 - 1) Actual detection required per building shall be determined by National codes, Local codes and the University CBO, whichever is more stringent.
- b. Provide shunt trip circuit breaker for connection to elevators with sprinkle red shafts.

2. Regardless of building occupancy rating, the following areas shall be provided with detection:
 - a. Laboratories
 - b. Electrical Rooms
 - c. Mechanical Rooms
 - d. Telecommunications Rooms
 - e. Data Centers
 - f. Dedicated Storage Rooms
 - g. Kitchens
 3. In general, the following type of detection shall be provided in each type of room:
 - a. Photoelectric Smoke Detection:
 - 1) Electrical/Telecommunication Rooms
 - 2) Office Corridors (except where sprinkled)
 - 3) Offices (except where sprinkled)
 - 4) Laboratories
 - 5) Mechanical Ducts
 - 6) Elevator Shafts/Machine Rooms
 - 7) Dedicated Storage Rooms
 - 8) Linear Equipment Rooms
 - b. Thermal Detection:
 - 1) Restrooms
 - 2) Mechanical Rooms
 - 3) Kitchens/Break rooms
 - 4) Environmental Services (Janitor) Rooms
 - 5) Elevator Shafts/Machine Rooms
 - 6) Generator Rooms
 - 7) Autoclaves
 - c. Flame Detection:
 - 1) Generator Rooms
 4. Provide control module at each access control panel for interface with access control system.
- B. Installation shall be supervised and tested by the manufacturer of the system equipment.
- C. Low Voltage/Wire and Cable: All LV/W&C shall be run in conduit in floors, walls and non-accessible spaces. In hallways, LVW/C can be run in bridle rings attached to the common telecom and other low voltage system cable tray. LV/W&C must be run in a conduit sleeve, minimum 2" dia. with plastic bushings, from the point it leaves the bridle ring on the cable tray to the interior side of a room. Once the LV/W&C enters the room it can be supported from bridle rings or j-hooks. Wiring shall comply with Division 27 and approved NEC.
- D. Low Voltage/Wire and Cable and Hallway Devices: LV/W&C running from the cable tray to devices in the hallway shall be protected by plenum rated flexible sleeving or flexible metal conduit. LV/W&C in sleeving or flexible metal conduit shall be supported per NEC and installed with UL approved connectors and plastic bushings on both ends.
- E. Outlet pull and junction boxes shall be painted red on the exterior.
- F. Devices: Locate devices per ADA standards

- G. In construction areas where there is existing equipment, the equipment must be protected during construction and the devices taken off line to eliminate false alarms. All devices associated with modifications to an existing system must match existing devices.
- H. Contractor is liable for damage. The University must be notified at the completion of each project to ensure that the system is returned to normal.
- I. If room numbers are changed or new room numbers established, the University Project Manager must be notified before implementation so that the system can be re-programmed and is accurate in the event of an alarm.
- J. All devices mounted in ceiling tile to be supported by T-bar hanger bracket and appropriate box. Plaster ring is not acceptable.
- K. Labeling:
 - 1. Observe the University fire alarm color code guide.
 - 2. Label each splice with correct information.
 - 3. Label each initiating device with correct device address. Use Kroy labeler or equal.
 - 4. Final, correct University room numbers (not design/construction room numbers) must be provided for correct programming.
 - 5. All detectors to have factory dust covers installed until after the final inspection and clean up is complete.
 - 6. All duct detectors to have individual remote LED/test stations installed. Mount at 6'-0" AFF in main corridor adjacent to area served. Label as directed by the University Project Manager.
 - 7. All shielded wiring to be bonded together at each device and insulated from contact with the conduit or box.
 - 8. All equipment and associated wiring removed from service will be returned to the University Project Manager for proper disposal.
 - 9. Avoid locating detectors above countertops and/or shelving.
 - 10. Locate detectors at least eight feet from supply or return air diffusers.
 - 11. Use fixed heat detectors near autoclaves and steam sterilizers.
 - 12. Mount remote lights for room detectors above door to corridor, centered.
- L. Construction Requirements:
 - 1. Integrity of Structure: Do not drill or pierce structural members without prior approval from the University Project Manager and Structural Engineer.
 - 2. Penetration of Walls, Etc.: Fire caulks or seal all penetrations made through walls, floors, and ceilings around the conduit. Maintain the integrity of fire ratings within the structure. Where visible, paint to match surface.
 - 3. Wherever possible, install conduits and raceways in a concealed manner, except at surface-mounted cabinets.
 - 4. Access to Existing Facilities: Install all conduit and pull boxes to maintain or provide access to existing valves; covers to existing pull boxes; wire ways or access doors; electrical outlets; switches; motors, etc.
 - 5. Support bridle rings/"J" Hooks independently from structure, may have separate point of attachment to cable tray.
 - 6. No other wiring or systems to be installed with fire alarm.
- M. Prior to start of construction, disable existing fire alarm devices, as necessary. A minimum of 2 working days' notice, prior to construction, shall be coordinated through the University Project Manager.

3.2 TESTING, CLEANING AND CERTIFICATION

- A. When installation is complete, system shall be tested in accordance with NFPA72 requirements. A representative of the system manufacturer shall submit a written report of the findings to the A/E with copy of to the FD. System testing shall include, at the least, verifying the following:
 - 1. The functional operation of each re-settable initiating device (manual stations, detectors, etc.) and circuit.
 - 2. All notification appliances shall be tested for a minimum of ten minutes under normal alarm conditions.
 - 3. The functional operation of each and every alarm device and circuit.
 - 4. The functional operation of each monitored device circuit.
 - 5. The functional operation of each control circuit, including fan controls.
 - 6. The supervision functions of each initiating, indicating, monitoring, control and supply circuit.
 - 7. Control station automatic signaling.
 - 8. That all software protocol, access codes and operation instructions have been supplied.
 - 9. All installed or modified fire alarm systems for remodels or new projects shall be tested and certified by a Factory Representative. Upon a system test completion a "Letter of Certification" shall be issued to the University.
- B. All testing and verifications shall be conducted in the presence of the University Facilities Operations Fire and Safety personnel.
- C. There shall be an operational test by the FD.

3.3 COMMISSIONING (DEMONSTRATION)

- A. The equipment supplier shall provide a minimum of 8 hours of system training for the University Facilities Operations personnel training for each new system.

END OF SECTION 28 31 00