



University of Colorado
Anschutz Medical Campus

CU Anschutz Parking Lot Repairs
Project Number: 23-012226

PROJECT MANUAL

Construction Drawings

March 24, 2023



MARTIN/MARTIN, INC.

12499 West Colfax Avenue

Lakewood, Colorado 80215

M/M Project Number: 22.1635

SECTION 00 01 00 – TABLE OF CONTENTS

Division	Section Title
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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 00	TABLE OF CONTENTS
00 01 04	PROJECT DIRECTORY
00 11 00	ADVERTISEMENT FOR BIDS
00 21 13	INFORMATION TO BIDDERS
00 41 53	BID FORM
00 41 54	UNIT PRICING
00 41 55	DIRECT LABOR BURDEN CALCULATION
00 43 13	BID BOND
00 43 23	BID ALTERNATES FORM
00 43 40	CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS
00 45 17	SUBCONTRACTOR PREQUALIFICATION
00 51 00	NOTICE OF AWARD – D/B/B
00 52 53.05	CONTRACTOR’S DESIGN/BID/BUILD (D/B/B) AGREEMENT
00 55 00	NOTICE TO PROCEED
00 61 13.13	PERFORMANCE BOND
00 61 13.16	LABOR AND MATERIAL BOND
00 62 16	CERTIFICATE OF INSURANCE
00 62 76	APPLICATION FOR PAYMENT
00 63 46	CHANGE ORDER BULLETIN
00 63 53	CHANGE ORDER PROPOSAL
00 63 58	CHANGE ORDER LOG
00 63 63	CHANGE ORDER
00 63 64.05	CONTRACT AMENDMENT (D/B/B)
00 65 15	NOTICE OF PARTIAL SUBSTANTIAL COMPLETION
00 65 16	NOTICE OF SUBSTANTIAL COMPLETION
00 65 19.23	PRE-ACCETANCE CHECKLIST
00 65 19.25	NOTICE OF PARITAL FINAL ACCEPTANCE
00 65 19.26	NOTICE OF FINAL ACCEPTANCE
00 65 19.30	NOTICE OF CONTRACTOR’S SETTLEMENT
00 72 53	CONTRACT GENERAL CONDITIONS (D/B/B)
00 73 01	SUPPLEMENTARY GENERAL CONDITIONS (D/B/B)
00 73 46	WAGE DETERMINATION SCHEDULE
00 73 80	SALES TAX

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	SUMMARY
01 22 00	UNIT PRICES
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	PAYMENT PROCEDURES

01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 32 33	PHOTOGRAPHIC DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 41 00	REGULATORY REQUIREMENTS
01 60 00	PRODUCT REQUIREMENTS
01 73 00	EXECUTION
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 74 19A	APPENDIX A - FORM CWM-1: CONSTRUCTION WASTE IDENTIFICATION
01 74 19B	APPENDIX B - FORM CWM-2: DEMOLITION WASTE IDENTIFICATION
01 77 00	CLOSEOUT PROCEDURES
01 77 00B	CLOSEOUT PROCEDURES - APPENDIX B: SUPPLEMENTAL BUILDING / PROJECT ACCEPTANCE LIST

DIVISION 02 - EXISTING CONDITIONS (NOT USED)

DIVISION 03 - CONCRETE

03 30 00	CAST-IN-PLACE CONCRETE
----------	------------------------

DIVISION 04 – MASONRY (NOT USED)

DIVISION 05 – METALS (NOT USED)

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES (NOT USED)

DIVISION 07 - THERMAL AND MOISTURE PROTECTION (NOT USED)

DIVISION 08 - OPENINGS (NOT USED)

DIVISION 09 - FINISHES (NOT USED)

DIVISION 10 - SPECIALTIES (NOT USED)

DIVISION 11 - EQUIPMENT (NOT USED)

DIVISION 12 - FURNISHINGS (NOT USED)

DIVISION 13 - SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 - CONVEYING EQUIPMENT (NOT USED)

DIVISION 21 - FIRE SUPPRESSION (NOT USED)

DIVISION 22 - PLUMBING (NOT USED)

DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING (NOT USED)

DIVISION 26 - ELECTRICAL (NOT USED)

DIVISION 27 - COMMUNICATIONS (NOT USED)

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY (NOT USED)

DIVISION 31 - EARTHWORK (NOT USED)

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 10 00 BASES, BALLASTS, AND PAVING

DIVISION 33 – UTILITIES (NOT USED)

END OF SECTION 00 01 00

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

David Perkins
David.J.Perkins@cuanschutz.edu

B. ENGINEERS

Martin/Martin, Inc
12499 W. Colfax Ave.
Lakewood, CO 80215

Brian Techau
BTechau@martinmartin.com

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 01 04

SECTION 00 11 00 – ADVERTISEMENT FOR BIDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project advertisement

1.3 DEFINITIONS

- A. **ADVERTISEMENT:** Posting of project description, requirements, schedule, and related requirements necessary to solicit submittals from contractors.

1.4 ADVERTISEMENT

- A. **FORM:** State of Colorado form “Advertisement for Bids for Contractor’s Agreement Design/Bid/Build” (OSA-AFB-1)
- B. A copy of the above noted form is attached at the end of this section.

1.5 PROCEDURE

- A. If project is less than \$25,000 or greater than \$500,000, remove red “Open to SCPP” box.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 11 00



ADVERTISEMENT FOR BIDS
Design/Bid/Build
State of Colorado
University of Colorado
Anschutz Medical Campus
Notice Number: 23-102226

Project No: 23-102226

Project Title: CU Anschutz Parking Repairs

Estimated Construction Cost: \$771,900.00

Settlement Notice

For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. §38-26-107(1). Final Settlement, if required, will be advertised in the same location as the original solicitation.

Project Description

Several parking lots on the University of Colorado Denver Anschutz Campus were recently evaluated for needed surface repairs and maintenance. The Aspen, Durango, Frisco and Leadville parking lots were determined to be in the highest priority of need for surface repairs and maintenance. These lots cover a total area of approximately 457,000 square feet with general repairs including full depth asphalt remove and replace (patching), asphalt crack repair, asphalt slurry sealing and replacement of pavement markings.

Scope of Services

The scope of services will include repair and maintenance of asphalt parking lot surfaces for the Aspen, Durango, Frisco and Leadville lots on the University of Colorado Denver Anschutz campus in Aurora, Colorado. The following table lists the estimated quantities for full depth asphalt remove and replace (patching), asphalt crack repair, asphalt slurry sealing and replacement of pavement markings for these lots:

	SUMMARY OF ESTIMATED QUANTITIES			
	Asphalt Crack Repair [LF]	Asphalt Full-Depth Remove/Replace [SF]	Asphalt Slurry Seal [SF]	Pavement Markings (High Build Acrylic)
Aspen Lot	1,376	47,007	204,987	1
Durango Lot	729	12,350	47,804	1
Frisco Lot	245	15,322	109,878	1
Leadville Lot	1,683	17,335	94,048	1
Totals	4,033	92,014	456,717	

The scope of work includes, but is not limited to, all materials, labor and equipment, traffic control and pedestrian management, surface cleaning and preparation, materials and quality control testing, housekeeping, and final clean up necessary to complete the parking lot surface repairs and maintenance items listed above.

Minimum Requirements

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided General Contracting services within the last three (3) years for at least two (2) projects each in excess of \$ 750,000.00 (hard costs), utilizing the expertise present in their Colorado Office; and
2. Demonstrated specific General Contracting experience in projects of similar scope and complexity; and
3. Demonstrated bonding capability up to \$ 1,500,000.00 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.
- 4) Per C.R.S. §24-92-115 unless prohibited by applicable federal law, contract for any public project in the amount of one million dollars or more, that does not receive federal money, in the amount of one million dollars or more shall require the general contractor to which the contract is awarded to submit, at the time the mechanical, electrical, or plumbing subcontractor is put under contract, documentation that identifies the contractors or subcontractors that will be used for all mechanical, sheet metal, fire suppression, sprinkler fitting, electrical, and plumbing work required on the project and certifies that all firms identified participate in apprenticeship programs registered with the United States department of labor's employment and training administration or state apprenticeship councils recognized by the United States department of labor and have a proven record of graduating a minimum of 15% of its apprentices for at least three of the past five years.
- 5) Per C.R.S. §24-92-Part 2, a public construction project in the amount of five hundred thousand dollars or more shall be subject to the State prevailing wage rate, of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees to lawful welfare, pension, vacation, apprentice training, and educational funds in the State, for each employee needed to execute the contract. Payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors and subcontractors. Contractors are required to pay their employees at weekly intervals and shall comply with the enforcement provisions of C.R.S. §24-92-209. Contractors awarded a project of this size will be required to utilize the LCPTTracker cloud-based labor compliance and certified payroll application.

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

Other Information

Preference shall be given to Colorado resident bidders and for Colorado labor, as provided by law.

Per C.R.S. §24-105-201 If the construction value is \$50,000 or greater a Bid Bond and Power of Attorney or Proposal Guaranty is required in an amount not less than 5% of the total Bid.

Pre-Bid Meeting

A mandatory Pre-Bid Meeting will be held at:

Address: 1945 N Wheeling St, Aurora, CO 80045

Room: T36-300

Date/Time: June 20th, 2023 @ 9AM

Schedule/Submission Details

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

Advertisement	June 6, 2023
Mandatory Pre-Bid Conference and Tour	June 20, 2023 @ 9AM
Date Email Questions Due	June 27, 2023 @ 2PM
Date Email Answers Issued	June 30, 2023 @ 2PM
Sealed Bids Due/Public Bid Opening	July 14, 2023 @ 2PM
Negotiation of General Contractor Contract	July 19, 2023
Contract Approval (projected)	Approx. July 28, 2023
Anticipated Design Start	Completed
Anticipated General Contractor Start	Approx. August 7, 2023
Anticipated Construction Start/Finish	Approx. 45 days

1. One (1) electronic copy PDF received 07/14/2023 and shall be received no later than 2:00 PM (MD/ST), and shall be submitted/accepted via at the following address:

https://ucdenverdata.formstack.com/forms/rfp_rfq_submission

Comments: **Late sealed bids will be rejected without consideration. The *University of Colorado – Anschutz Medical Campus* and the State of Colorado assume no responsibility for costs related to the preparation of submittals.**

2. The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email or posted on ColoradoVSS website. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the scheduled date and time.

Point of Contact/Clarification

Name: **David Perkins**
Agency: University of Colorado – Anschutz Medical Campus
Phone: 720-877-2734
E-mail: David.J.Perkins@CUAnschutz.edu

This Notice is also available on the web at:

https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService	
Media of Publication(s):	
Publication Dates:	

Appendices

Appendix A: Information for Bidders (SBP-6.12)

Appendix B: Bid Form (SBP-6.13)

Appendix C: Unit Pricing Form (SBP-6.133)

Appendix D: Bid Bond (SBP-6.14)

Appendix E: Sample: Direct Labor Burden Calculation (SBP-6.18)

Appendix F: Applicable Prevailing Wage and Apprenticeship and Fringe Rates – (required)

Appendix G: Apprenticeship Utilization Certifications (SBP-6.17) - (if applicable)

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: University of Colorado - Anschutz Medical Campus
Project No./Name: 23-102226 / CU Anschutz Parking Repairs

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.

INSERT NAME OF AGENCY AND WEB SITE ADDRESS WHERE BID SHOULD BE DELIVERED

https://ucdenverdata.formstack.com/forms/rfp_rfq_submission

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. This includes the requirements for apprenticeship and prevailing wage on Public Projects.
4. **BID SECURITY:** A bid security of not less than 5% of the bid price is required when the price is estimated to be \$50,000 or more. The security shall be a bond by a surety company, the equivalent in cash, or otherwise supplied in a form satisfactory for the State. Noncompliance requires the bid to be rejected as nonresponsive.
- 5.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.

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: University of Colorado – Anschutz Medical Campus

Project No./Name: 23-102226 / CU Anschutz Parking Repairs

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. *
 - D. Projects estimated to be \$1 million or more that do not receive federal funds are required to comply with the State Apprenticeship Utilization requirements C.R.S. 24-92-115
 - E. Projects estimated to be \$500,000 or more that do not receive federal funds are required to comply with the State Prevailing Wage requirements C.R.S. 24-92-201 through 210.
4. **BID GUARANTEE:** This Bid is accompanied by the required Bid Guarantee. Per C.R.S. §24-105-201 If the construction value is \$50,000 or greater a Bid Bond and Power of Attorney or Proposal Guaranty is required in an amount not less than 5% of the total Bid. 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 Office of the State Architect, 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, and Insurance Policy.

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 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 41 54 – UNIT PRICING

GENERAL

RELATED DOCUMENTS

00 41 53 - Bid Form (SPB-6.13)

SUMMARY (Not Applicable)

DEFINITIONS (Not Applicable)

BID FORM

FORM: State of Colorado form “Unit Pricing Form” (SBP-6.133).

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

Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.

PROCEDURES

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

PRODUCTS (Not Applicable)

EXECUTION (Not Applicable)

END OF SECTION 00 41 54



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

UNIT PRICING FORM

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

Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

The unit prices below shall be used to determine adjustment to the contract sum when changes in the work involving said items are deemed necessary.

Unit Prices shall apply until the date of contract completion established at the time of Notice to Proceed.

All unit prices shall include the pro-rata share of all costs of materials, equipment and disposal required to complete the work item. Overhead, profit and bond will be calculated per Change Order Proposal form SC-6.312.

(Note: Architect/Engineer should complete a brief description below based on their complete description provided in Division 01 of their specification before inserting into the solicitation)

UNIT PRICING

Number	Description	Unit of Measure	Unit Price
U1	Joint & Crack Sealant	LF	\$
U2	Full Depth Asphalt Patching	SF	\$
U3	Slurry Seal Coat	SF	\$
U4	Asphalt Paving - 2" Mill & Overlay	SF	\$
U5	Pavement Markings – Striping	LF	\$
U6	Pavement Markings – ADA Stall	EA	\$
U7	Pavement Markings – Directional Arrows	EA	\$
U8			\$
U9			\$
U10			\$

THE BIDDER:

Company Name

Signature

Date

SECTION 00 41 55 – DIRECT LABOR BURDEN CALCULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

1.2 SUMMARY (Not Applicable)

1.3 DEFINITIONS (Not Applicable)

1.4 DIRECT LABOR BURDEN CALCULATION

- A. FORM: State of Colorado form “Direct Labor Burden Calculation” (SBP-6.18).
- 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 form shall be submitted for the bidding firm on award of low bid and prior to contract being issued.
- B. Submission of a project bid acknowledges agreement of this requirement. Fail to submit this form may deem a bid as non-responsive

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 41 55



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

DIRECT LABOR BURDEN CALCULATION

Institution/Agency: University of Colorado – Anschutz Medical Campus

Project No./Name: 23-102226 / CU Parking Repairs

This form is required to be submitted for review prior to execution of a construction agreement.

List items below by the percentage of what makes up the total labor burden; Items include benefits that a contractor pays to employees on their payroll. Examples include taxes, pension cost, health and dental insurance etc. The Labor Burden amount must be agreed to by both the contractor and Principal Representative and will be included in the contract as part of Exhibit A and will be used in the calculation of any future Change Order Proposals (SC-6.312) Line 2.

Major sub-contractors defined as electricians, plumbers, mechanical contractors, excavators, millwork, concrete, block layers etc. Please provide one (1) Labor Burden Calculation Sheet per contractor and for each sub-contractor. These labor burdens shall be used in the calculation of any future Change Order Proposals (SC-6.312) Line 10.

State reserves the right to require back-up confirmation of all information included in this calculation.

Contractor/Subcontractor Name:		
	Percent of Salary Paid	
Payroll Taxes		
Pension Costs		
Health Insurance		
Dental Insurance		
Life Insurance		
Other (Specify)		Description: _____
Other (Specify)		Description: _____
Total Labor Burden:	0%	

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: University of Colorado – Anschutz Medical Campus

Project No./Name: 23-102226 / CU Parking Repairs

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, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

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

(Corporate Seal)

THE PRINCIPAL

ATTEST

Company Name

Secretary

Address (including city, state and zip)
Phone
number: _____

Name (Print)

Signature

Name (Print) and Title

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

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

(Corporate Seal)

THE SURETY

By _____

Secretary

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

- 1.6 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: University of Colorado Denver | Anschutz Medical Campus

Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

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: 23-012226 – CU Anschutz Parking Lot Repairs

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 knowing employ or contract with an unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT 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.

INDEX OF DOCUMENTS

•INFORMATION FORM	Page 1 of 13
•TYPES OF WORK	Page 2 of 13
•IDENTIFICATION FORM	Page 3, 4 of 13
•PERSONNEL OF ORGANIZATION FORM	Page 5 of 13
•PROJECT EXPERIENCE FORM	Page 6 of 13
•WORK CURRENTLY UNDER CONTRACT FORM	Page 7 of 13
•SURETIES FORM	Page 8 of 13
•CORPORATION / CO-PARTNERSHIP FORM	Page 9 of 13
•AFFIDAVIT FOR CORPORATION	Page 10 of 13
•AFFIDAVIT FOR CO-PARTNERSHIP	Page 11 of 13
•AFFIDAVIT FOR INDIVIDUAL	Page 12 of 13
•BIDDING INFORMATION	Page 13 of 13

**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: 23-012226 – CU Anschutz Parking Lot Repairs

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 #:	23-012226
PROJECT NAME:	CU Anschutz Parking Lot Repairs
VENDOR NAME:	_____

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

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

TABLE OF CONTENTS.....	Page
RECITALS.....	1
ARTICLE 1. PERFORMANCE OF THE WORK.....	1
ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS.....	1
ARTICLE 3. TIME OF COMPLETION.....	1
ARTICLE 4. ESSENTIAL CONDITIONS.....	2
ARTICLE 5. CONTRACT SUM.....	2
ARTICLE 6. CONTRACT DOCUMENTS.....	2
ARTICLE 7. OPTIONAL PROVISIONS AND ELECTIONS.....	2
1. MODIFICATION OF ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION.....	2
2. MODIFICATION OF ARTICLE 27. LABOR AND WAGES.....	2
3. MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS.....	2
4. MODIFICATION OF ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES.....	2
ARTICLE 8. NOTICE IDENTIFICATION.....	3
SIGNATURE APPROVALS.....	4

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: 23-012226 – CU Anschutz Parking Lot Repairs

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 it 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):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED INSURED NAME INSURED ADDRESS INSURED CITY, STATE, ZIP CODE	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	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	Y		POLICY NUMBER	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	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) \$	
							\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
							\$	
D	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Y	N/A	Y	POLICY NUMBER	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
								E.L. EACH ACCIDENT \$ 100,000
								E.L. DISEASE - EA EMPLOYEE \$ 100,000
								E.L. DISEASE - POLICY LIMIT \$ 500,000
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 les

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	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> 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: University of Colorado Denver | Anschutz Medical Campus

Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

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 _____		= \$ _____ 0
	\$ _____ x _____		= \$ _____ 0
Direct Labor Cost			= \$ _____ 0

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 _____		= \$ _____ 0
	\$ _____ x _____		= \$ _____ 0
Direct Materials Cost			= \$ _____ 0

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 _____		= \$ _____ 0
	\$ _____ x _____		= \$ _____ 0
Total Equipment Cost			= \$ _____ 0

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		
				\$0.00 \$
				\$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 Contractor for review by A/E and owner

APP - Approved for processing

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

SUB - COP has

CL.O -

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: University of Colorado Denver | Anschutz Medical Campus

Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

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 _____ Previous increases by CO/Amend _____ Previous decreases by CO/Amend _____ Value After Prior CO's/Amend _____ This CO/Amend _____ Increases <input type="checkbox"/> Decreases <input type="checkbox"/> _____ CURRENT CONTRACT VALUE _____	<table style="width: 100%;"> <tr> <td style="width: 80%;"> STATE BUILDINGS PROGRAM (or Authorized Delegate) </td> <td style="width: 20%;"> DATE </td> </tr> <tr> <td colspan="2" style="height: 20px;"></td> </tr> <tr> <td> STATE CONTROLLER (or Authorized Delegate) </td> <td> DATE </td> </tr> <tr> <td colspan="2" style="text-align: right; padding-top: 10px;"> (Verification) </td> </tr> </table>	STATE BUILDINGS PROGRAM (or Authorized Delegate)	DATE			STATE CONTROLLER (or Authorized Delegate)	DATE	(Verification)	
STATE BUILDINGS PROGRAM (or Authorized Delegate)	DATE								
STATE CONTROLLER (or Authorized Delegate)	DATE								
(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: University of Colorado Denver | Anschutz Medical Campus

Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

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: University of Colorado Denver | Anschutz Medical Campus

Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

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: University of Colorado Denver | Anschutz Medical Campus

Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

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 19.23 – 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: University of Colorado Denver | Anschutz Medical Campus Final Punch List Date _____
Architect/Engineer: _____
Contractor: _____
Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

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: University of Colorado Denver | Anschutz Medical Campus

Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

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: University of Colorado Denver \ Anschutz Medical Campus

Project No./Name: 23-012226 – CU Anschutz Parking Lot Repairs

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: University of Colorado Denver | Anschutz Medical Campus
Notice Number: _____
Project No./Title: 23-012226 – CU Anschutz Parking Lot Repairs

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 – CONTRACT 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 CONTRACT GENERAL CONDITIONS FOR D/B/B AGREEMENT

- A. State of Colorado form “The General Conditions of the Contractor’s Design/Bid/Build (D/B/B) Agreement” (SC-6.23) dated 7/2021.
- 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)

TABLE OF CONTENTS.....Page

THE CONTRACT

ARTICLE 1. DEFINITIONS.....	1
A. CONTRACT DOCUMENTS.....	1
B. DEFINITIONS OF WORDS AND TERMS USED.....	1
ARTICLE 2. EXECUTION, CORRELATIONS, INTENT OF DOCUMENTS, COMMUNICATIONS AND COOPERATION.....	4
A. EXECUTION.....	4
B. CORRELATION.....	4
C. INTENT OF DOCUMENTS.....	4
D. PARTNERING, COMMUNICATIONS AND COOPERATION.....	5
ARTICLE 3. COPIES FURNISHED.....	6
ARTICLE 4. OWNERSHIP OF DRAWINGS.....	6

THE ARCHITECT

ARTICLE 5. ARCHITECT/ENGINEER'S STATUS.....	6
ARTICLE 6. ARCHITECT/ENGINEER DECISIONS AND JUDGMENTS.....	6
A. DECISIONS.....	6
B. JUDGMENTS.....	6
C. ACCESS TO WORK.....	7
D. INSPECTION.....	7

THE CONTRACTOR

ARTICLE 7. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION.....	8
ARTICLE 8. MATERIALS AND EMPLOYEES.....	8
ARTICLE 9. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS.....	8
A. SURVEYS.....	8
B. PERMITS AND LICENSES.....	8
C. TAXES.....	9
D. LAWS AND REGULATIONS.....	9
ARTICLE 10. PROTECTION OF WORK AND PROPERTY.....	9
A. GENERAL PROVISIONS.....	9
B. SAFETY PRECAUTIONS.....	10
C. EMERGENCIES.....	10
ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK.....	10
ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES.....	11
A. REQUESTS FOR INFORMATION.....	11
B. SCHEDULES.....	11
ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	13
A. SUBMITTAL PROCESS.....	13
B. FABRICATION AND ORDERING.....	13
C. DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS.....	14
D. CONTRACTOR REPRESENTATIONS.....	14
ARTICLE 14. SAMPLES AND TESTING.....	14
A. SAMPLES.....	14
B. TESTING – GENERAL.....	14
C. TESTING – CONCRETE AND SOILS.....	14

D. TESTING – OTHER.....	15
ARTICLE 15. SUBCONTRACTS.....	15
A. CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES OR COLORADO.....	15
B. SUBCONTRACTOR LIST.....	15
C. SUBCONTRACTOR SUBSTITUTIONS.....	15
D. CONTRACTOR RESPONSIBILITIES.....	15
ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR.....	16
ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS.....	16
ARTICLE 18. SEPARATE CONTRACTS.....	16
ARTICLE 19. USE OF PREMISES.....	16
ARTICLE 20. CUTTING, FITTING OR PATCHING.....	17
ARTICLE 21. UTILITIES.....	17
A. TEMPORARY UTILITIES.....	17
B. PROTECTION OF EXISTING UTILITIES.....	17
C. CROSSING OF UTILITIES.....	17
ARTICLE 22. UNSUITABLE CONDITIONS.....	17
ARTICLE 23. TEMPORARY FACILITIES.....	17
A. OFFICE FACILITIES.....	17
B. TEMPORARY HEAT.....	17
C. WEATHER PROTECTION.....	18
D. DUST PARTITIONS.....	18
E. BENCH MARKS.....	18
F. SIGN.....	18
G. SANITARY PROVISION.....	18
ARTICLE 24. CLEANING UP.....	18
ARTICLE 25. INSURANCE.....	18
A. GENERAL.....	18
B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL).....	19
C. AUTOMOBILE INSURANCE.....	19
D. WORKERS COMPENSATIONS INSURANCE.....	19
E. UMBRELLA LIABILITY INSURANCE.....	20
F. BUILDER'S RISK INSURANCE.....	20
G. POLLUTION LIABILITY INSURANCE.....	21
H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS.....	21
ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS.....	21
ARTICLE 27. LABOR AND WAGES.....	22
ARTICLE 28. ROYALTIES AND PATENTS.....	22
ARTICLE 29. ASSIGNMENT.....	22
ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE.....	22
 PAYMENT AND COMPENSATION	
ARTICLE 31. APPLICATIONS FOR PAYMENTS.....	23
A. CONTRACTOR'S SUBMITTALS.....	23
B. ARCHITECT/ENGINEER CERTIFICATION.....	24
C. RETAINAGE WITHHELD.....	24
D. RELEASE OF RETAINAGE.....	24
ARTICLE 32. CERTIFICATES FOR PAYMENTS.....	25
ARTICLE 33. PAYMENTS WITHHELD.....	25
ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK.....	26
ARTICLE 35. CHANGES IN THE WORK.....	26
A. THE VALUE OF CHANGED WORK.....	26
B. DETAILED BREAKDOWN.....	27
C. HAZARDOUS MATERIALS.....	28
D. EMERGENCY FIELD CHANGE ORDERED WORK.....	29
E. APPROPRIATION LIMITATIONS – § 24-91-103.6, C.R.S., as amended.....	29
ARTICLE 36. CLAIMS.....	30

ARTICLE 37. DIFFERING SITE CONDITIONS	32
A. NOTICE IN WRITING	32
B. LIMITATIONS	32
ARTICLE 38. DELAYS AND EXTENSIONS OF TIME	32
ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS	33
COMPLETION	
ARTICLE 40. RIGHT OF OCCUPANCY	35
ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT	35
A. NOTICE OF COMPLETION	35
B. FINAL INSPECTION	35
C. NOTICE OF SUBSTANTIAL COMPLETION	36
D. NOTICE OF ACCEPTANCE	37
E. SETTLEMENT	37
ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE	38
ARTICLE 43. LIENS	38
ARTICLE 44. ONE-YEAR GUARANTEE AND SPECIAL GUARANTEES AND WARRANTIES	39
A. ONE-YEAR GUARANTEE OF THE WORK	39
B. SPECIAL GUARANTEES AND WARRANTIES	39
ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION	39
ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES	40
ARTICLE 47. DAMAGES	41
ARTICLE 48. STATE’S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY DAMAGES	42
A. STATE’S RIGHT TO DO THE WORK	42
B. TEMPORARY SUSPENSION OF WORK	42
C. DELAY DAMAGES	43
ARTICLE 49. STATE’S RIGHT TO TERMINATE CONTRACT	43
A. GENERAL	43
B. CONDITIONS AND PROCEDURES	43
C. ADDITIONAL CONDITIONS	44
ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE	44
A. NOTICE OF TERMINATION	44
B. PROCEDURES	44
ARTICLE 51. CONTRACTOR’S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT	45
ARTICLE 52. SPECIAL PROVISIONS	46
A. CONTROLLER’S APPROVAL	46
B. FUND AVAILABILITY	46
C. GOVERNMENTAL IMMUNITY	46
D. INDEPENDENT CONTRACTOR	46
E. COMPLIANCE WITH LAW	46
F. CHOICE OF LAW, JURISDICTION, AND VENUE	46
G. PROHIBITED TERMS	47
H. SOFTWARE PIRACY PROHIBITION	47
I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST	47
J. VENDOR OFFSET AND ERRONEOUS PAYMENTS	47
K. PUBLIC CONTRACTS FOR SERVICES	47
L. PUBLIC CONTRACTS WITH NATURAL PERSONS	48
ARTICLE 53. MISCELLANEOUS PROVISIONS	48
A. CONSTRUCTION OF LANGUAGE	48
B. SEVERABILITY	48
C. SECTION HEADINGS	48
D. AUTHORITY	48
E. INTEGRATION OF UNDERSTANDING	48
F. NO THIRD PARTY BENEFICIARIES	48
G. WAIVER	49

H. INDEMNIFICATION.....49

I. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....49

J. CORA DISCLOSURE.....49

**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 Notwithstanding an email delivery or return receipt, email Notice shall not be adequate. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.
13. OCCUPANCY. The term "Occupancy" means occupancy taken by the State as Owner after the Date of Substantial Completion at a time when a building or other discrete physical portion of the Project is used for the purpose intended. The Date of Occupancy shall be the date of such first use, but shall not be prior to the date of execution of the Notice of Approval of Occupancy/Use. Prior to the date of execution of a Notice of Approval of Occupancy/Use, the state shall have no right to occupy and the project may not be considered safe for occupancy for the intended use.

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

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

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

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

A. EXECUTION

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

1. Execute the Agreement, State Form SC-6.21;
2. Furnish fully executed Performance and Labor and Material Payment Bonds on State Forms SC-6.22 and SC-6.221; and
3. Furnish certificates of insurance evidencing all required insurance on standard Acord forms designed for such purpose.
4. Furnish certified copies of any insurance policies requested by the Principal Representative.
5. If Article 7.1 of the Contractor's Design/Bid/Build Agreement (SC-6.21) applies, furnish documentation that identifies the subcontractors that will be used for all mechanical, sheet metal, fire suppression, sprinkler fitting, electrical, and plumbing work required on the project and certify that that all firms identified participate in apprenticeship programs registered with the United States Department of Labor's Employment and Training Administration or state apprenticeship councils recognized by the United States Department of Labor and have a proven record of graduating a minimum of fifteen percent of its apprentices for at least three of the past five years;

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

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.

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

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.

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

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
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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

- A. 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.

B. In accordance with laws of Colorado, C.R.S. § 24-92 Part 2, if prevailing wage rates are applicable to this project:

1. The contractor shall in conspicuous places on the project post an owner provided poster with the current prevailing rate of payments as provided in the project solicitation.
 - a. A contractor who fails to comply shall be deemed guilty of a class 3 misdemeanor and shall pay the State one hundred dollars (\$100) for each calendar day of noncompliance as determined by the State.
2. The contractor and any subcontractors shall pay all the employees employed directly on the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the competitive solicitation, regardless of any contractual relationships that may be alleged to exist between the contractor or subcontractor and the employees.
3. The contractor and any subcontractors shall prepare and submit payroll reports to the State on a monthly basis that disclose all relevant payroll information, including the name and address of any entities to which fringe benefits are paid.
4. The contractor and any subcontractors shall maintain on the site where public projects are being constructed a daily log of employees employed each day on the public project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer, and shall be kept on a form prescribed by the director. The log shall be available for inspection on the site at all times by the State.
5. If the contractor or any subcontractor fails to pay wages as are required by the contract, the State shall not approve a warrant or demand for payment to the contractor until the contractor furnishes the State evidence satisfactory to such agency of government that such wages have been paid; except that the State shall approve and pay any portion of a warrant or demand for payment to the contractor to the extent the State has been furnished satisfactory evidence that the contractor or one or more subcontractors has paid such wages required by the contract, The contractor or subcontractor may use the following procedure in order to satisfy the requirements of this section:
 - a. The contractor or subcontractor may submit to the State, for each employee to whom such wages are due, a check payable to that employee or to the State so it is negotiable by either party. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that employee by the contract and the wages actually paid by the contractor or subcontractor.
 - b. If any check submitted cannot be delivered to the employee within a reasonable period, then it shall be negotiated by the State and the proceeds deposited in the unclaimed property trust fund created in section 38-13-116.6. Nothing in this subsection (1) shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any employee to whom wages are due.

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:
 - a. By estimate and acceptance of a lump-sum amount;
 - b. By unit prices specified in the Agreement, or subsequently agreed upon, that are extended by specific quantities;
 - 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.
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.
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 35.A.2 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 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21), the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor's proposed punch-list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

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

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

D. NOTICE OF ACCEPTANCE

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

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

E. SETTLEMENT

Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Principal Representative shall not authorize final payment until all items on the Pre-Acceptance check list (SBP-05) have been completed, the Notice of Acceptance issued, and the Notice of Contractors Settlement published. If the Work shall be substantially completed, but Final Acceptance and completion thereof shall be prevented through delay in correction of minor defects, or unavailability of materials or other causes beyond the control of the Contractor, the Principal

Representative in his or her discretion may release all amounts due to the Contractor except such amounts as may be in excess of three times the cost of completing the unfinished Work or the cost of correcting the defective Work, as estimated by the Architect/Engineer and approved by State Buildings Program. Before the Principal Representative may issue the Notice of Contractor's Settlement and advertise the Project for final payment, the Contractor shall have corrected all items on the punch list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have:

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

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

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

Notices of Partial Final Settlement may be similarly advertised, provided all conditions precedent have been satisfied as though that portion of the Work affected stood alone, a Notice of Partial Acceptance

has been issued, and the consent of surety to the partial final settlement has been obtained in writing. Thereafter, partial final payments may be made to the Contractor subject to the same conditions regarding unpaid claims.

ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE

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

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

ARTICLE 43. LIENS

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

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

A. ONE-YEAR GUARANTEE OF THE WORK

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

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

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

B. SPECIAL GUARANTEES AND WARRANTIES

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

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

ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

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

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

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

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

ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

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

The Contractor acknowledges that subject to any limitations in the Advertisement for Bids, issued for the Project, the Contractor's bid is consistent with and considers the number of days to substantially complete the Project and the number of days to finally complete the Project to which the parties may have stipulated in the Agreement, which stipulation was based on the Contractor's bid. The Contractor agrees that Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure the Project will be

substantially complete, and fully and finally complete, as recognized by the issuance of all required Notices of Substantial Completion and Notices of Final Acceptance, within any times stipulated and specified in the Agreement, as the same may be amended by Change Order or other written modification, and that the Principal Representative will be damaged if the times of completion are delayed.

It is expressly understood and agreed, by and between the parties hereto, that the times for the Substantial Completion of the Work or for the final acceptance of the Work as may be stipulated in the Agreement, and as applied here and in Article 7.6 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 7.6 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 7.6.1 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 7.6.2 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 7.6.2 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 7.6.1 and 7.6.2 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

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.

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 any time 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

TABLE OF CONTENTS

ARTICLE 25. INSURANCE

ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

ARTICLE 52. SPECIAL PROVISIONS

ARTICLE 53. MISCELLANEOUS PROVISIONS

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

ARTICLE 25. INSURANCE – Replace Article 25 as follows:

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

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

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

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

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

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

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- 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

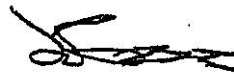
Wayne F. Henderson
March 12, 2001
Page Two

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

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

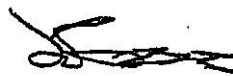
Wayne F. Henderson
March 12, 2001
Page Two

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.



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 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.
2. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of University's facilities and for the provision of temporary construction barriers and dust partitions.

1.3 PROJECT INFORMATION

- A. Project Identification: 23-012226 – CU Anschutz Parking Lot Repairs.

- 1. Project Location: As follows:

- a. Aspen Lot – South of E. Montview Blvd between N. Racine St. and Sharon Lane (Henderson Parking Garage)
 - b. Durango Lot – Between E. 19th Dr. and E. 19th Pl. and Between Uvalda Ct. and Victor St.
 - c. Frisco Lot – North of E. 19th Pl and west of Uvalda Ct.
 - d. Leadville Lot – Between E. Montview Blvd and E. 19th Dr. and between Uvalda Ct. and Victor St. (north of Durango Lot)
 - e. Purgatory Lot – North of E. 17th Pl. and west of N. Wheeling St.
 - f. Breckenridge Lot – North of E. 19th Ave between N. Revere Ct. and Sharon Ln. (south of Aspen Lot)
 - g. Evergreen Lot – South of E. Montview Blvd and west of Uvalda Ct. (north of Frisco lot)

B. Principal Representation: University of Colorado Denver.

1. University's Representative: David Perkins, David.J.Perkins@cuanschutz.edu

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. Phase 1 Scope of Work

- a. Aspen Lot – Asphalt crack sealing for cracks 1” wide or less, full depth asphalt removal, subgrade preparation and asphalt patching, slurry seal coat and pavement markings.
- b. Durango Lot – Asphalt crack sealing for cracks 1” wide or less, full depth asphalt removal, subgrade preparation and asphalt patching, slurry seal coat and pavement markings.
- c. Frisco Lot – Asphalt crack sealing for cracks 1” wide or less, full depth asphalt removal, subgrade preparation and asphalt patching, slurry seal coat and pavement markings.
- d. Leadville Lot – Asphalt crack sealing for cracks 1” wide or less, full depth asphalt removal, subgrade preparation and asphalt patching, slurry seal coat and pavement markings.

2. Phase 2 Scope of Work

- a. Purgatory Lot – Asphalt removal, subgrade prep and asphalt patching, 2-inch asphalt mill and overlay, pavement markings.
- b. Breckenridge Lot – Asphalt crack sealing for cracks 1” wide or less, full depth asphalt removal, subgrade preparation and asphalt patching, slurry seal coat and pavement markings.
- c. Evergreen Lot - Asphalt removal, subgrade prep and asphalt patching, 2-inch asphalt mill and overlay, pavement markings.

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 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited and restricted use of Project site for construction operations as indicated on Drawings by the Contract limits 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.
 - a. Request variations to traffic flow including temporary fire lane, parking lot, sidewalk and road closures, regulatory signage, and traffic control devices in accordance with University "Procedure for Approval of Regulatory Signage, Traffic Control Devices and for Street Closures at the Anschutz Medical Campus" and "AMC Campus Street and Parking Lot Closure Request" available through University Project Manager.
3. Access to the site will be as permitted by the University. Prearrange delivery and use of cranes, heavy trucks and other heavy equipment at least 72 hours prior to need through the University's Project Manager and University Police.
4. Maintain access to fire lanes and campus operations at all times. Provide flag personnel during the ingress or egress of large equipment.
 - 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.
5. Arrange for and obtain all necessary permits from City of Aurora for any disruption to or temporary closures of public city streets. Coordinate procurement of permits with Anschutz Medical Campus Liaison and University 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. Use of existing parking spaces or other areas outside of Contractor's staging area must be approved in advance by University Parking and Transportation Services.
 - d. 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.
 - e. 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.

- f. 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.

1.8 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 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.
 2. 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.
 3. Coordinate with University Project Manager to schedule jack hammering or activities producing dusty conditions, excessive fumes or odors during off-hours.
 4. 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.
 5. Provide temporary barriers and partitions, or other means as required to protect vehicles, pedestrians and the general public from injury due to construction activities. Prevent the spread of dust and paving materials to adjacent streets and parking lots.

1.9 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. 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. 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.
- F. Nonsmoking Campus: Smoking, chewing tobacco, and other related tobacco product use is not permitted at any location on campus or on any adjacent property.
- G. 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.
- H. Designated Eating Areas: Restrict consumption of food on project site to designated eating areas as approved by University Project Manager.

1.10 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 22 00

UNIT PRICES

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 unit prices.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by Change Order, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Upon completion of work involving unit prices, submit documentation to establish actual quantity of work provided. A Change Order will be issued in an amount equal to the actual quantity multiplied by the unit price.
- C. University reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at University's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Joint & Crack Sealant.

1. Description: For cracks 1-inch in width and less to include cleaning, preparation of cracks for sealing, leveling and clean up, according to Section 32 12 16 "Asphaltic Concrete Paving."
2. Unit of Measurement: Per Linear Foot.

B. Unit Price No. 2: Full Depth Asphalt Patching.

1. Description: Saw cutting and removal (or milling) of existing asphalt pavement, subgrade preparation, and replacement of asphalt paving. Patching will be a minimum of 18-inches wide for large longitudinal cracks. Includes hauling and disposal of demolished materials and import of aggregate base materials. Work will be in accordance with Section 32 10 00 "Bases, Ballast and Paving" and Section 32 12 16 "Asphaltic Concrete Paving."
2. Unit of Measurement: Per Square Foot of asphalt removed and replaced.

C. Unit Price No. 3: Slurry Seal Coat.

1. Description: Surface preparation and application of slurry seal coat according to and Section 32 12 16 "Asphaltic Concrete Paving."
2. Unit of Measurement: Per Square Foot of slurry seal coat.

D. Unit Price No. 4: Asphalt Paving – 2" Mill and Overlay.

1. Description: Milling/planning asphalt surface to 2-inch nominal depth and hot mix asphalt paving to 2-inch new pavement depth according to 32 12 16 "Asphaltic Concrete Paving."
2. Unit of Measurement: Per Square Foot of 2" mill and overlay.

E. Unit Price No. 5: Pavement Markings - Striping.

1. Description: Surface preparation and application of pavement striping for typical parking stalls and traffic delineation to match existing pavement markings according to Section 32 10 00 "Bases, Ballast and Paving" and Section 32 12 16 "Asphaltic Concrete Paving."
2. Unit of Measurement: Per Linear Foot.

F. Unit Price No. 6: Pavement Markings – ADA Stalls.

1. Description: Surface preparation and application of pavement marking for typical ADA parking stalls including symbols to match existing ADA parking stalls according to Section 32 10 00 "Bases, Ballast and Paving" and Section 32 12 16 "Asphaltic Concrete Paving."
2. Unit of Measurement: Per Each.

G. Unit Price No. 7: Pavement Markings – Directional Arrows.

1. Description: Surface preparation and application of pavement marking for typical directional arrows to match existing marking according to Section 32 10 00 "Bases, Ballast and Paving" and Section 32 12 16 "Asphaltic Concrete Paving."

2. Unit of Measurement: Per Each.

END OF SECTION 01 22 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. Contractor's Agreement Design/Bid/Build, State Form SC-6.21 and The General Conditions of the Construction Contract Design/Bid/Build, State Form SC-6.23 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 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 2. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. 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. Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for LEED documentation, where applicable, and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 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. Pay Application and Schedule Review Meetings: Conduct in accordance with Section 01 31 00 "Project Management and Coordination." Provide draft application for payment and draft schedule update reflecting work accomplished during previous pay period. Review progress achieved; discuss and resolve issues affecting the progress; and review critical activities to be accomplished during the following 90 calendar days.
1. Jobsite Walk: When required, conduct a walk of the jobsite to confirm progress related to any activity in question.

- C. Monthly Schedule Reporting: Upon conclusion of the Pay Application and Schedule Review Meeting, but not later than the 28th of the month, update the Construction Schedule and submit the Pay Application.
- D. Payment Application Times: Submit Application for Payment to Architect/Engineer by the first day of the month and no more than five (5) business days prior thereto. The period covered by each Application for Payment is per the date indicated in the Application.
- E. 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
- F. Application for Payment Forms: Use State Form SBP-7.2 "Certification for Contractor Payment."
- G. 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.
- H. 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.
- I. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect/Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. For projects required to obtain LEED certification, LEED submittal for project materials cost data.
 4. Contractor's construction schedule (preliminary if not final).
 5. Products list (preliminary if not final).
 6. For projects required to obtain LEED certification, LEED action plans.
 7. Schedule of unit prices.
 8. Submittal schedule (preliminary if not final).
 9. List of Contractor's staff assignments.
 10. List of Contractor's principal consultants.
 11. Copies of building permits.
 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 13. Initial progress report.
 14. Report of preconstruction conference.
- K. 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.
- L. 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.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when University took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

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 Web site.
 - 5. 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

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Within 21 calendar days of Notice of Award submit, as complete as possible, a preliminary list to include all major subcontractors. Augment, complete and submit the final subcontractor list within 60 calendar days of Notice of Award, unless a longer duration is approved by the Architect/Engineer. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Key Personnel Names: Within 14 calendar days after Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

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) Preconstruction Agenda
 - 2) Change Order Log with Contingency Codes
 - 3) Anschutz Medical Campus (AMC) Street and Parking Lot Closure Form

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.

5. Large and Heavy Equipment:
 - a. Contractor to coordinate with University Project Manager requirements to be maintained for the subsequent entry of large equipment units. Coordinate the movement of heavy items with shoring and bracing, so that the building structure will not be overloaded during the movement and installation.
 - b. Where equipment or products to be installed on the roof are too heavy to be hand-carried, do not transport across roof deck; position by crane or other device so as to avoid overloading the roof deck.
- 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. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. 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.
- F. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as University's property.
 2. Establish recycling program at job site. Refer to Section 01 74 19 "Construction Waste Management and Disposal" for additional requirements.

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 CSI Log Form 13.2B or Contractor-generated form of substantially same content.] [Use software log that is part of Project Web site.]** 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) Construction route and site access.
 - 7) Office, work, and storage areas.

- 8) Progress cleaning and housekeeping procedures.
- g. Project coordination.
- h. Distribution of the Contract Documents.
- i. Temporary facilities and controls.
- j. Construction waste management and recycling.
- k. Safety.
- 1) Fire and Life Safety.
- 2) Health and Safety.
- l. First aid.
- m. Security.
- n. Building Department.
- o. Telecommunications.
- p. Building Services.
- q. Building Operations.
- r. University Work Related Policies.
- s. Contractor Contacts.
- t. University Contacts.
- u. University Process Forms.
- 1) Anschutz Medical Campus (AMC) Street and Parking Lot Closure Form.
- 2) Request for Variance.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to University and Architect/Engineer, but no later than **[90][30]** calendar days prior to the scheduled date of Substantial Completion or Partial Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
- 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 Building Maintenance Operations (BMO) Representative.
 - c. Architect/Engineer and their consultants.
 - d. Contractor's project manager and superintendent.
 - e. Major subcontractors and suppliers.
 - f. Other concerned parties.
- 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Procedures related to:
 - 1) Notice of Completion, including preparation of Contractor's punch list.
 - 2) Final Inspection.
 - 3) Notice of Substantial Completion.
 - 4) Notice of Approval of Occupancy/Use.
 - 5) Supplemental Occupancy/Use Checklist.
 - 6) Supplemental Acceptance Checklist.
 - 7) Pre-acceptance Checklists.
 - 8) Notice of Acceptance.

- 9) Settlement and Final Payment.
 - b. Preparation of record documents.
 - c. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - d. Submittal of written warranties.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for demonstration and training.
 - g. University's partial occupancy requirements.
 - h. Responsibility for removing temporary facilities and controls.
- 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- D. 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. MS4 Storm Water and Water Quality monitoring.
 - d. Quality:
 - 1) Quality and work standards.
 - 2) Status of correction of deficient items.
 - 3) Progress cleaning.

- 4) Field observations.
 - e. Status of submittals.
 - f. Status of RFIs.
 - g. Status of Changes including:
 - 1) Change Order Bulletins.
 - 2) Change Order Proposals.
 - 3) Change Orders.
 - 4) Pending claims and disputes.
 - h. Status of LEED documentation, for projects pursuing LEED certification.
 - i. Review present and future needs of each entity present including:
 - 1) Access.
 - 2) Site utilization.
 - 3) Temporary facilities and controls.
 - 4) Coordination.
 - 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- E. Pay Application and Schedule Review Meeting: Conduct review meeting monthly on or about the 25th of each month.
- 1. Attendees:
 - a. University Project Manager.
 - b. Architect/Engineer.
 - c. Contractor's Project Manager, Superintendant and Scheduler.
 - 2. Agenda: Review draft pay application and progress schedule update in accordance with the requirements of Section 01 29 00 "Payment Procedures" and Section 01 32 00 "Construction Progress Documentation."

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. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Monthly project status reports.
 - 6. Material location reports.
 - 7. Site condition reports.
 - 8. Special 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 and four paper copies.
- 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.
- C. Construction Schedule Updating Reports: Submit draft for discussion at monthly project schedule and pay application review meeting. Submit final report with monthly Application for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Material Location Reports: Submit at monthly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.
- G. Special Reports: Submit at time of unusual event.

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 schedule.
 4. Startup and Testing Time: Include adequate time for startup, testing and commissioning.

5. 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 Restrictions: Show the effect of the following items, as applicable, on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Environmental control.
 3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Submittals.
 - b. Mockups.
 - c. Fabrication.
 - d. Sample testing.
 - e. Deliveries.
 - f. Installation.
 - g. Tests and inspections.
 - h. Building flush-out.
 - i. Startup and placement into final use and operation.
 4. 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. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Permanent space enclosure.
 - d. Completion of mechanical installation.
 - e. Completion of electrical installation.
 - f. 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.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules and as approved by University and Architect/Engineer.

2.2 STARTUP CONSTRUCTION SCHEDULE (BAR CHART)

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven calendar days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 calendar days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 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.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (see special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Services connected and disconnected.
 - 16. Equipment or system tests and startups.
 - 17. Partial completions and occupancies.
 - 18. Substantial Completions authorized.

2.5 EXECUTION

END OF SECTION 01 32 00

SECTION 01 32 33

PHOTOGRAPHIC 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 the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final completion construction photographs.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting photographic documentation.
 - 2. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For photographer.
- B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- C. Digital Photographs: Submit image files within three business days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 12 megapixels.
 - 2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
 - 3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect/Engineer.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.

1.4 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to University for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect/Engineer.
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect/Engineer.
 - 1. Flag construction limits before taking construction photographs.
 - 2. Take photographs in sufficient quantity to show existing conditions adjacent to property before starting the Work.
 - 3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

- E. Periodic Construction Photographs: Take 10 photographs of each parking lot under construction monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Architect/Engineer-Directed Construction Photographs: From time to time, Architect/Engineer will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- G. Final Completion Construction Photographs: Take sufficient color photographs after date upon completion of each parking lot prior to releasing traffic onto each lot for submission as project record documents.
 - 1. Do not include date stamp.
- H. Additional Photographs: University may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 - 1. Three business days' notice will be given, where feasible.
 - 2. In emergency situations, take additional photographs within 24 hours of request.
 - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. University's request for special publicity photographs.

END OF SECTION 01 32 33

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 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. 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. Coordination drawings.
 - 11. Street and Storm Water Quality Management Plan.

12. Anschutz Medical Campus Street Services Request.

- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. 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. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for Architect/Engineer's final release or approval.
 - h. Scheduled date of fabrication.
 - i. .

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. 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.
- B. 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.
- C. 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.
- D. Options: Identify options requiring selection by Architect/Engineer.
- E. 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.
- F. Contractor Certification: On transmittal include Contractor's certification that information complies with Contract Document requirements.
- G. 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.

- H. 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.
- I. 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.
- J. 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."
- K. 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.
- 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. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Rough-in diagrams and templates indicating clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Confirm compliance of Product Data with requirements of Contract Documents. Submit cover letter indicating Contractor's certification of compliance.
 - 7. 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.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. 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.
 5. 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 three sets of Samples. Architect/Engineer will retain two Sample sets; remainder will be returned. 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.
 6. 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.
- 7. 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.
- 8. 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.
- D. 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.
- E. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- J. 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.
- K. 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.
- L. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- M. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- N. 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.
- O. 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.

- P. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- Q. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- R. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- 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 40 00

QUALITY 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 quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect/Engineer, University, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect/Engineer.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect/Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect/Engineer for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: Where integrated exterior mockups are required and indicated on the Drawings, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 - 1. Indicate manufacturer and model number of individual components.
 - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect/Engineer.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect/Engineer.

- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

- D. Permits, Licenses, and Certificates: For University's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

1. Monitor quality control over products, services, site conditions, and workmanship to produce work of specified quality.
2. Comply fully with manufacturers' instructions, including each step in sequence.
3. If manufacturers' instructions conflict with Contract Document requirements, request clarification from Architect/Engineer before proceeding.
4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
5. Perform work by persons qualified to produce workmanship of specified quality.

- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. Subcontractor and Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. In addition comply with the following:

1. For all trades: Proof of applicable licensing.
2. Electrical contractors:
 - a. Company: State of Colorado master electrician license.
 - b. On-site electricians: State of Colorado journeyman license.
3. Plumbing Contractors:
 - a. Company: State of Colorado master plumbers license.
 - b. On-site plumbers: State of Colorado journeyman license.
 - c. Gas piping installations: State of Colorado master plumber with minimum 5 years institutional or heavy commercial gas piping experience. Provide an on-site supervisor with a minimum of 3 years of supervisory experience.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 or ASTM D 3740 as appropriate; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
 - 3. Independent Agency: Meeting "Recommended Requirements for Independent Laboratory Qualifications" published by American Council for Independent Laboratories.
 - 4. Authorized to operate in the State of Colorado.
 - 5. Calibrate testing equipment at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or of accepted values of natural physical constants.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. When required, build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. When required, build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups, as applicable; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect/Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect/Engineer.
 2. Notify Architect/Engineer seven calendar days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect/Engineer's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven calendar days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: When indicated on Drawings, construct integrated exterior mockup. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
- M. Room Mockups: When indicated on Drawings, construct room mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect/Engineer to evaluate quality of the Work. Provide room mockups of the following rooms:
- N. Laboratory Mockups: When required by individual Specification Sections, comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.9 QUALITY CONTROL

- A. University Responsibilities: Where quality-control services are indicated as University's responsibility, University will engage a qualified testing agency to perform these services.
1. University will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made by the University.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to University are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

- a. Contractor shall not employ same entity engaged by University, unless agreed to in writing by University.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect/Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect/Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples including, but not limited to, safe storage and proper curing of concrete test cylinders at Project site for first 24 hours after casting as required by ASTM C 31.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Manufactured Items and Equipment: Where manufactured products or equipment are required to have representative samples tested, do not use such materials or equipment until tests have been made and the materials or equipment found to be acceptable. Do not incorporate in the work any product which becomes unfit for use after acceptance.
- J. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to University, Architect/Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: University will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of University, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect/Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect/Engineer with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections including instructions received from University. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect/Engineer.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
 - 5. Disposition: Pass, fail, nature of defects, if any.
 - 6. Date and descriptions of remedial or correction action taken.

- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect/Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

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. MS 4 Storm Water and Water Quality Permits
 - 3. 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. Fences less than or equal to 6 feet tall.
 - b. Movable casework, counters and partitions not over 5 feet 9 inches tall with no electrical or plumbing.
 - c. Platforms, walks, and driveways not more than 30 inches above grade and not over any basement or story below.
 - d. Painting, papering and similar finish work.
 - e. 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 MS4 STORM WATER AND WATER QUALITY PERMITS

- A. The University has a non-standard MS4 permit for entire Anschutz Medical Campus (AMC) that requires University over-sight of campus construction and its water quality impact. Contractors are required to prepare Storm Water Quality Plans and obtain State of Colorado CDPHE permits for all projects that impact site. In addition, Contractors shall comply with the University MS4 permit requirements, including keeping written record of weekly inspections of Storm Water Quality measures and attaching record to the weekly Progress Meeting minutes. Submit the plan, permits, and evidence of final closeout to University Project Manager who will copy all such storm water documents to University Engineering Department. Coordinate with University Project Manager who will arrange for University Grounds Manager to attend monthly inspections and closeout walk.

1.5 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 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 21 00 "Allowances" for products selected under an allowance, if applicable.
 - 2. Section 01 23 00 "Alternates" for products selected under an alternate, if applicable.
 - 3. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
 - 4. Section 01 42 00 "References" for applicable industry standards for products specified.
 - 5. 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. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.
- B. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- C. 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.
- D. 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.
- E. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data.
 - 1. Name of product and manufacturer.
 - 2. Model and serial number.
 - 3. Capacity.
 - 4. Speed.
 - 5. Ratings.
 - 6. Power characteristics (if applicable).
 - 7. UL label or compliance (if applicable).

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.
6. Contractor's Option: Where materials, products, systems or methods are specified to be selected from a list of options, subject to compliance with requirements, the choice of which material, method, product or system will be solely at the Contractor's discretions. There will be no change in Contract Sum or Time because of such choice.

C. Visual Matching Specification: Where Specifications require "match Architect/Engineer's sample", provide a product that complies with requirements and matches Architect/Engineer's sample. Architect/Engineer's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. 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. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of University-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. 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

- A. Qualification Data: For land surveyor or professional engineer.
- B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan and Request: Submit plan and request describing procedures at least 21 calendar days prior to the time cutting and patching will be performed.
 - 1. Submit request whenever cutting and patching operation affect:

- a. Work of the University or any separate contractor.
 - b. Structural value or integrity of any element of the Project.
 - c. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - d. Efficiency, operational life, maintenance or safety of operational elements.
 - e. Visual qualities of sight-exposed elements.
 - f. Cutting new openings in existing structural concrete walls, floors and suspended slabs.
 - g. Cutting new openings in existing roofs and roofing materials.
 - h. Cutting exterior walls.
 - i. Cutting into shafts.
 2. 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 reasonably avoided.
 - b. Changes to In-Place Construction: Describe cutting and patching methods and anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - c. Products: List products to be used for patching and firms or entities that will perform patching work.
 - d. Trades: Indicate trades and subcontractors who will perform the work.
 - e. Dates: Indicate when cutting and patching will be performed.
 - f. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - 1) Include description of provisions for temporary services and systems during interruption of permanent services and systems.
 - 2) Comply with requirements of Section 01 10 00 "Summary" related to existing utility and system interruptions.
 - g. Structural Elements: Where cutting and patching structural elements requires the addition of reinforcement, submit details and calculations signed and sealed by an Engineer registered in the State of Colorado. Indicate how new reinforcing will be integrated with original structure.
 3. 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.
- D. Certified Surveys: Submit two copies signed by land surveyor or professional engineer.
- E. Final Property Survey: Submit one electronic and two paper copies showing the Work performed and record survey data.
1. Include certified statement that lines and levels of the work comply with the requirements of the Contract Documents and listing authorized or accepted deviations, cross-referenced to Change Order number, where applicable.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Architect/Engineer of locations and details of cutting and await directions from Architect/Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include but are not limited to the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
 3. 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.
 4. 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.
 5. Hazardous Materials: Do not proceed with cutting and patching operations until University has examined existing construction for the presence of asbestos and/or lead-based coatings. Comply with requirements in Section 01 35 00 "Special Procedures."
- C. 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.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 Section "Sustainable Design Requirements."
- 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. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work. Notify University Project Manager and Architect/Engineer and obtain approval prior to disturbing, moving or penetrating soil.
 - 1. Arrange for locating buried utilities including water and sewer lines within construction limits. Obtain location information and stake all known utilities prior to commencing construction activities.
 - a. Contact Utility Notification Center of Colorado (UNCC), 1-800-922-1987, and comply with UNCC guidelines.
 - 2. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 3. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. 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 roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
4. 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.
- B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Architect/Engineer when deviations from required lines and levels exceed allowable tolerances. Record deviation which are accepted (i.e., not corrected) on record drawings in accordance with the requirements of Section 01 78 39 "Project Record Documents."
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect/Engineer.

3.4 FIELD ENGINEERING

- A. Identification: University will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect/Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect/Engineer before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor or professional engineer to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 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.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- 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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- G. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- H. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- I. 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.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect/Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- J. Attachment to Concrete:
 - 1. No drilled inserts or powder-actuated fasteners are permitted in pre-stressed concrete except as specifically authorized by Contractor and carried out under the direct supervision of its Superintendent.
 - 2. Only those devices with a maximum controlled penetration of 3/4 inch or less will be permitted. Make holes through slabs by means of sleeves placed no closer than 2 inch from tensioning cables. Core drilling will not be permitted unless unavoidable and as specified for cutting and patching in this Section.

- K. 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.
- L. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- D. Temporary Support: Provide temporary support of work to be cut.
- E. 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.
- F. 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."
- G. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- H. 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. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations. Employ methods which will prevent settlement or damage to other work.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- I. 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. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. 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.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. 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.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- J. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.
- 3.7 UNIVERSITY-INSTALLED PRODUCTS
- A. Site Access: Provide access to Project site for University's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by University's construction personnel.
1. Construction Schedule: Inform University of Contractor's preferred construction schedule for University's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify University if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include University's construction personnel at preinstallation conferences covering portions of the Work that are to receive University's work. Attend preinstallation conferences conducted by University's construction personnel if portions of the Work depend on University's construction.

3.8 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. Wind Blown Debris: Prevent spread of trash, debris, cartons, packing material, or other waste on or off Project site by wind.
- E. Dust: Sprinkle dusty debris with water.
- F. 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.
- G. 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.
- H. 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.
- I. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- J. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- K. 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."

- L. 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.
- M. 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.
- N. 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.
- O. Snow and Ice: Remove snow and ice from sidewalks adjacent to site and from access ways to building and construction site.
- P. Streets: At frequency required by University and/or governing authority, clean adjacent and nearby streets of dirt resulting from construction operations.

3.9 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.10 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. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.

10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation.
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Misalignment.
25. Excessive weathering.
26. Unprotected storage.
27. Improper shipping or handling.
28. Theft.
29. 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. Inspections after completion.
 - 3. Warranties.
 - 4. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Notice of Completion.
- B. 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 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. 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.
 - 2. 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).

1.6 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.

1.7 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. One (1) set of as-built Contract Documents showing all job changes.
 4. 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.”

1.8 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.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. None.

PART 3 - EXECUTION

3.1 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.

END OF SECTION 01 77 00

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SYSTEM REQUIREMENTS

- A. Design Requirements:
 - 1. Concrete mixtures for concrete slabs and concrete deck fill shall be normal weight and shall have a water-cement ratio of 0.45 or less.
 - 2. Provide sheet vapor retarder directly below concrete at all slabs-on-grade.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete Materials:
 - 1. Portland Cement Replacement: Fly ash to reduce portland cement up to 40 percent is acceptable for concrete mixtures for footings, foundation walls, walls, columns, and other vertical surfaces; not permitted for slabs.
- B. Sheet Vapor Retarder: ASTM E 1745, Class A, 15 mil, except with maximum perm rating of 0.01. Include manufacturer's recommended adhesive or pressure-sensitive tape. Provide at all slabs-on-grade.
- C. Penetrating Liquid Floor Treatments: Clear, chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces. Provide at loading docks, receiving areas, and other similar exposed concrete floor surfaces subject to heavy, hard-wheeled devices.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Floor and Slab Finishes:
 - 1. Trowel: Surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or thin-film-finish coating system.
 - 2. Broom: Exterior concrete platforms, steps, and ramps.

3.2 FIELD QUALITY CONTROL

- A. Testing: By The University-engaged agency.
- B. Special Inspections: By The University-engaged special inspector.
- C. Cost of Testing: To be included as part of Project budget.

END OF SECTION 03 30 00

SECTION 32 10 00 - BASES, BALLASTS, AND PAVING

PART 1 - GENERAL

1.1 SYSTEM PERFORMANCE REQUIREMENTS

A. Design Requirements

1. Sidewalks:
 - a. Maintain 5 foot minimum clearance from all existing trees where possible.
 - b. Provide 6 feet minimum radius turns to accommodate turning radius of tractors used for snow removal.
 - c. Develop joint pattern to:
 - 1) Prevent cracking from expansion and contraction.
 - 2) Compliment joint pattern in adjacent surfaces.
 - 3) Saw cut joints are accepted as an alternative method to tooled joints.
 - d. Provide a medium broom finish perpendicular to travel direction.
 - e. Detectable Warnings: In accordance with local jurisdiction.
 - f. Take precaution to avoid puncturing existing irrigation lines with concrete form materials. The contractor will cover all repair costs.
2. Dumpster Pads:
 - a. Determine location of pads for dumpsters with the University Facility Operations, and the campus Architect through the University Project Manager.
 - b. Provide minimum pad size of 8 feet x 8 feet to a maximum of 24 feet x 14 feet and a minimum of 6 inches thick.
3. Bicycle Pads:
 - a. Coordinate with the University Project Manager for bicycle pad requirements.
4. Wheelchair Ramps:
 - a. All entrances must be handicap accessible.
5. Asphalt Parking Lots and Driveways:
 - a. If an aggregate base course is recommended by the project's pavement design documents, construct the base course utilizing CDOT Class 6 aggregate to the depth specified, or at least 6 inches if no depth is specified.
6. Transformer Pads:
 - a. Locate building electrical transformers outside of the building. Coordinate project specific locations with the University Project Manager.
7. Parking:
 - a. Provide striping for stalls 8'-6" x 20'-0" at non-handicap designated stalls.
 - b. Provide minimum 20'-0" wide drive lanes.
 - c. Wheel stops are not acceptable in parking lots.
 - d. Designate ADA parking stalls with painted symbol and a sign.
 - e. Provide reflective signage.
 - f. Provide banner signs in parking lots where applicable.
 - 1) 24" wide x 60" long, double sided with 3" pole pockets, heavy duty brackets, and pole mounts on top and bottom.
8. Monument Sign:
 - a. Refer to Part 2.18 – Campus Signage Guidelines

PART 2 - PRODUCTS

2.1 MATERIALS

- ##### **A. Sidewalks (6 feet wide and over):**
1. Concrete: 6 inches thick, 4000 psi
 2. Reinforcing: Fiber-mesh

- B. Sidewalks (less than 6 feet wide):
 - 1. Concrete: 4 inches thick, 4000 psi
 - 2. Reinforcing: Fiber-mesh
- C. Dumpster Pads:
 - 1. Concrete: 6 inches thick, 4000 psi
 - 2. Reinforcing: Fiber-mesh
- D. Bollards:
 - 1. Manufactured, manually removable bollard
 - a. 36 in (91.4cm) high x 4-1/3 in (11cm) base diameter, 62 lbs (28 kg)
 - b. Color: RAL 7022
 - 2. Receiver:
 - a. Galvanized ground sleeve with stainless steel locking cover; flush mount when bollard removed.
- E. Pavement Markings
 - 1. Pavement-Marking Paint: Alkyd Traffic Marking Paint
 - a. Color: White
 - b. Non-Reflective
 - c. VOC Content: Pavement-marking paints shall have a VOC content of 150 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 32 10 00

SECTION 321216

ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnishing all materials, labor and equipment for, surface preparation for, and placement of crack sealing; furnishing all materials, labor and equipment for, surface preparation and placement of asphalt seal coat; furnishing all materials, labor and equipment for milling existing asphalt surfaces, surface preparation, laying, and compacting hot-mixed asphaltic concrete pavement in conformance with the project specifications, drawings, exhibits, City of Aurora Roadway Design & Construction Specifications (latest edition), and the State of Colorado Department of Transportation (CDOT) “Standard Specifications for Road and Bridge Construction” (latest edition). In case of differing regulations between contract documents and applicable standards from authorities having jurisdiction, the more stringent requirements shall apply. A qualified asphalt subcontractor must do all asphalt work involved within the project. Contractor must submit references and past work experience of the asphalt subcontractor to the engineer for approval.
- B. Related Work:
 - 1. Section 32 10 00 “Bases, Ballasts, and Paving”

1.2 QUALITY ASSURANCE

- A. Source: Engineer shall have access to batching plant at all times work is in progress.
- B. Record of Work: Contractor shall keep record of time and date of placement, temperature, and weather conditions. Retain until completion and furnish copy to Engineer.
- C. Contractor is responsible for obtaining a geotechnical engineer, acceptable to the Owner’s representative, to perform testing services on asphaltic concrete paving, and crack seal and seal coat materials.

1.3 SUBMITTALS

- A. Samples: If requested, provide samples of proposed materials.
- B. Test Reports: If requested, furnish copies of tests from certified and acceptable testing laboratory:
 - 1. Aggregate - AASHTO T96
 - 2. Tar - AASHTO M52 Grade RTC B-5, M118
 - 3. Liquid Asphalt - AASHTO M81, M82; ASTM D2026
 - 4. Emulsified Asphalt - AASHTO M140
 - 5. Compaction - AASHTO T230
 - 6. Stability and Flow - AASHTO T245

- C. Job Mix Formula: Meet jurisdictional requirements. For areas without specific requirements adhere to the following. Mix to be SX, AC 20 State Highway mix. Provide Engineer, City of Aurora, and Colorado Department of Transportation (CDOT) proposed mix design with complete test results.

1.4 DELIVERY, STORAGE, AND HANDLING

Transport mixtures from mixing plant in trucks having tight, clean, non-sticking compartments. When transporting, provide covers to protect from weather and prevent loss of heat when temperature is below 50 degrees F. During temperatures below 50 degrees F on long distance deliveries, provide insulation around entire truck bed surfaces.

1.5 JOB CONDITIONS

- A. Environmental Requirements: Do not place asphaltic concrete on wet surfaces, or when temperature is below 40 degrees F., unless agreed to by Engineer.
- B. Protection: After final rolling, do not permit vehicular traffic on asphaltic concrete pavement until cooled and hardened. Provide barricades, flagmen, and warning devices as required to protect pavement. Maintain pedestrian and vehicular traffic as required. Cover openings of structures in paving until permanent coverings are placed.
- C. Confirm, in writing, aggregate base course has been compacted to requirements of these specifications. Use any means necessary to proof roll or test to confirm aggregate base is satisfactory to receive asphaltic concrete. Notify in writing to Owner any deficient areas so they may be brought into conformance with specifications prior to placement of asphaltic concrete.

PART 2 - PRODUCTS

2.1 AGGREGATE

Clean, hard, durable particles of crushed stone, crushed gravel, natural gravel, or crushed slag with not more than 45% of wear, AASHTO T96.

Sieve Size	Percentage by Weight Passing Square Mesh Sieves		
	Seal Coat	Cover Coat	Grading SX
1-1/2"	-	-	-
1"	-	100	-
3/4"	-	90-100	100
1/2"	-	70-89	90-100
3/8"	100	60-88	74-89
#4	90-100	44-72	50-78
#8	65-90	30-62	32-64
#16	45-70		
#30	30-50	12-38	12-38
#50	18-36	-	-
#100	10-24	-	-
#200	5-15	3-7	3-7

2.2 CRACK & JOINT SEALANT

Hot poured joint and crack sealant to meet City of Aurora Roadway Design and Construction Specifications subsection 27.06 and CDOT Standard Specifications subsection 702.04 and shall conform to the requirements of ASTM D6690 Type II or Type IV. Crack sealant material shall be supplied pre-blended, pre-reacted, prepackaged and in the manufacturer's original sealed container.

2.3 SEAL COAT

Seal coat to meet requirements of City of Aurora Roadway Design and Construction Specifications subsection 27.02 Slurry Seal Type II and CDOT Standard Specifications latest edition Subsection 702.02(c) for Emulsified Asphalts. Emulsified asphalt shall be polymerized or latex modified and shall be rapid set or medium set.

2.4 ASPHALTIC CEMENT

AASHTO M226, Penetration Grade 85-100.

2.5 PRIME COAT

One of the following, grade and type as recommended by supplier:

- A. Slow curing, ASTM D2026
- B. Medium curing, AASHTO M82
- C. Rapid curing, AASHTO M81
- D. No prime coat required on compacted aggregate roadway base if asphalt surfacing is placed within 24 hours of final shaping, wetting, and compacting.

2.6 TACK COAT

One of the following, grade and type as recommended by supplier:

- A. Emulsified asphalt, AASHTO M140
- B. Cationic emulsified asphalt, AASHTO M208

2.7 MIX DESIGN

A. Furnish Marshall Test results in accordance with ASTM D1559 as follows:

Set of curves of asphalt by percent of weight plotted for:

Unit Weight-pounds per cubic foot
Air Voids-%

Marshall Stability-pounds

Flow - 1/100 inch

Asphalt percentage plus or minus 0.5 percent by weight at optimum content.

B. Furnish aggregate gradation.

C. Accepted design mix shall meet compaction requirements of these specifications.

2.8 MIXING

A. General: Comply with ASTM D995 for material storage, control, mixing, and plant equipment and operation.

B. Aggregates: Keep each component of various-sized combined aggregates in separate stockpiles. Maintain so separate aggregate sizes will not be intermixed and to prevent segregation. Heat-dry aggregates to reduce moisture content to not more than 2%. Deliver dry aggregate to mixer at recommended temperature to suit penetration, grade, and viscosity characteristics of asphaltic cement, ambient temperature, and workability of mixture.

C. Asphaltic Cement: Heat bitumen to viscosity at which it can be uniformly distributed throughout mixture. Select temperature range of 275 degrees F. to 350 degrees F. to suit temperature - viscosity characteristics of asphalt. Do not exceed 350 degrees F.

D. Mixing: Accurately weigh or measure dry aggregates and weigh or meter asphaltic cement to comply with job-mix formula requirements. Mix aggregate and asphaltic cement to achieve 90-95% coated particles for base mixtures and 85-90% coated particles for surface mixtures when tested in accordance with ASTM D2489.

PART 3 - EXECUTION

3.1 PREPARATION OF SURFACES

A. Base Course: Blade, shape, and smooth base to uniform section. Remove loose materials. Clean the surface to be paved by mechanical sweepers, blowers, or hand brooms, until surface is free from dust.

If time lapse from final shaping to placement is longer than 24 hours, reshape, wet and compact surface, or apply prime coat. When prime coat is used, apply at rate of 0.3 gallons per square yard as soon as practicable after surface has been prepared and is sufficiently dry. Calibrate distributor and furnish calibration to Engineer. Adjust spray nozzles and spray bar to provide uniform distribution of prime coat. Cease immediately upon clogging or interference of any nozzle and correct before distribution is resumed.

Protect adjacent surfaces from prime coat material. Remove prime coat from adjacent surfaces. Return to same condition prior to work beginning. Maintain prime coat and/or base course surface until covered by asphaltic concrete. Where prime coat has been applied for 48 hours, and has not dried sufficiently, materials may be blotted with aggregate in manner agreed to by Engineer. Clean any damaged area of all loose material, and repair base course to

satisfaction of Engineer. Reapply prime coat.

B. Existing Surfaces: Clean off all foreign materials. Fill holes and low places with leveling courses and compact prior to surface placement. Tack coat existing surfacing at 0.1 gallon per square yard. Apply only to areas on which surfacing is to be placed immediately. Do not extend more than 2000' ahead of paving equipment. Prevent traffic from travelling on tack coat.

3.2 FRAME ADJUSTMENTS

Set frames of structures to final grade. After adjusting, surround frames with bed of concrete. Place compacted asphaltic concrete to top of frame. If permanent covers are not in place, provide temporary covers over openings until compaction is complete. Where frames and covers are paved over, mark so crews can find on emergency basis until cut out and adjusted to final surfacing.

3.4 PLACEMENT

A. Place at temperatures of not less than 280 degrees F., or more than 350 degrees F. If temperature is below 50 degrees F. and falling, asphaltic concrete mix shall not be less than 300 degrees F. while on trucks just prior to laydown. Mechanical, self-powered pavers shall be capable of spreading mix within specified tolerances, true to line, grade, and crown as indicated on drawings. Road grader equipped with automatic blade control may be used for leveling courses. Pavers shall be equipped with quick and efficient steering devices, and shall be capable of travelling forward and reverse. Pavers shall be equipped with hoppers and distribution screws which place mix evenly in front of adjustable screeds. Screed shall be adjustable for height and crown, equipped with controlled heating device for use as required. Screed shall strike off mix without tearing, shaving or gouging surface, to depth and cross-section specified, without aid of manual adjustment during operation. Paver shall be capable of placing courses in thicknesses from 1/2" to 4" and from widths of 8' to 15'. Extensions and cut-off shall permit changes in widths by increments of 6".

B. Strike finish surface smooth; true to cross section; uniform in density and texture; free from hollows, transverse corrugations, and other irregularities. Paint contact surfaces between gutters, manhole rings, catch basins, and other similar structures with thin, uniform coating of tack coat. Final surface shall be 1/4" above all structures and gutters sloping away from paving, flush with gutters sloping towards paving.

C. Hand Placement: Where certain areas because of irregularity, inaccessibility, or unavoidable obstacles, do not lend themselves to machine placement, Engineer may agree to hand placement. Spread and compact to same finish and compaction tolerances of these specifications.

D. Joints: Make joints between old and new pavement, or between successive day's work, to insure thorough bond between old and new surfaces. Clean surfaces free of sand, dirt, dust, or other materials, and apply tack coat. Construction joints must have same texture, density, and smoothness tolerances as other surfacing

1. Construct transverse joints to existing material by cutting material back to expose full

- depth edge. Paint thin uniform tack coat on joint and place new asphaltic concrete
2. Prepare longitudinal joints by overlapping screed 1" on existing surface. Deposit sufficient material to complete joint. Push excess by hand rake 1/2" on new mat leaving vertical uncompacted face approximately 1" high. Compact against joint by rolling equipment. No depression allowed exceeding 1/8" for a width of 6", after final compaction.

E. Finish Tolerance: Place leveling courses within 1/2" of design grade. Finished surfaces will be tested with 10' straight edge, parallel to center line at location of wheel paths for each lane. Straight edge will be advanced 5' and space under straight edge shall not exceed 1/4". Correct areas deficient in smoothness by completely removing surface material and replacing. Overlay corrections may be made only if approved by Owner.

F. Thickness Tolerance: Meet the following criteria. Any surface which does not meet minimum thickness shall be removed and replaced at contractor's expense.

1. 90% of core tests must meet or exceed design thickness.
2. Average of all core tests must meet or exceed design thickness.
3. All core test thicknesses must exceed 95% of design thickness.

3.5 COMPACTION

A. General: Provide one pneumatic-tired and one steel-wheel roller to obtain required density, surface texture, and rideability. Begin rolling operations immediately following placement of asphaltic concrete. Do not permit heavy equipment, rollers, etc. to stand on finished surface where deformation may occur. End each pass of roller in different place.

B. Rollers:

1. Steel-wheel rollers self-propelled, developing contact pressure under compression wheels of 250 to 350 psi per inch of width of roller wheel. Rollers equipped with adjustable scrapers and means for keeping wheel wet to prevent mix from sticking.
2. Pneumatic-tired rollers self-propelled, developing contact pressure under each tire of 85 to 110 psi. Wheels so spaced that one pass will accomplish one complete coverage equal to rolling width of machine. Wheels oscillate but not wobble. Remove and replace immediately any tires picking up fines.

C. Compaction Procedures:

1. Compact longitudinal joints and edges first, starting at outside edge and gradually progress towards center of pavement. Begin super-elevated curves rolling on low side on previously transversely compacted material. Successive passes should overlap by one half width of roller. Mat temperature must not be below 150 degrees F.

2. Immediately follow rolling of longitudinal joint and edges with breakdown rolling. Place drive wheel nearest paver and pull roller towards paver. Return roller to existing surface and make gradual shift to overlap previous pass by half roller width. Operate pneumatic-tired rollers as close to paver as necessary to obtain density required. Make enough passes for reasonably smooth surface.
 3. Final rolling by a combination of steel and pneumatic rollers to obtain density, surface texture, and surface tolerances required.
- D. Compact to minimum of 95% Marshall Design method data submitted, or from field samples taken by Engineer, and prepared in accordance with ASTM D1559. Re-compact asphaltic concrete not conforming to density standards to these specifications. Remove and replace any sections not meeting specifications. Cut out compaction test plugs as directed by Engineer. Contractor shall cut test plugs, fill, and repair test holes at his expense.

3.7 PATCHING

Cut out and fill with fresh, hot asphaltic concrete. Remove deficient areas for full depth of surface and base course. Cut sides perpendicular and parallel, and perpendicular to direction of traffic to extent of failure. Apply tack coat to exposed surfaces before placing new pavement. Compact and finish to specification.

3.8 JOINT AND CRACK SEALING

Weather Limitations: Crack fill materials shall not be placed during periods of adverse weather conditions or at times when the materials will not adhere to the cracked surface as directed by the manufacturer.

Cracks with a width greater than 1/8 inch and less than 1 inch are to be filled with joint and crack sealant.

Immediately before applying hot poured joint and crack sealant, the cracks shall be cleaned of loose and foreign matter to a depth approximately twice the crack width. Cleaning shall be performed using a hot compressed air lance. This lance shall be used to dry and warm the adjacent asphalt immediately prior to sealing. Direct flame dryers shall not be used.

These Cracks shall be filled with hot poured joint and crack sealant flush with the pavement surface. Immediately following the filling of the crack, excess sealant shall be leveled off at the wearing surface by squeegee, a shoe attached to the applicator wand, or other suitable means approved by the Engineer. The squeegeed material shall be centered on the cracks and shall not exceed 3 inches in width or 1/16 inch in depth.

The sealant material shall be heated and applied according to the manufacturer's recommendations. The equipment for heating the material shall be an indirect heating type double boiler using oil or other heat transfer medium and shall be capable of constant agitation. The heating equipment shall be capable of controlling the sealant material temperature within the manufacturer's recommended temperature range and shall be equipped with a calibrated thermometer capable of ± 5 °F accuracy from 200 to 600 °F. This thermometer shall be located so the Engineer can safely check the temperature of the sealant material. Overheating of the

sealant material will not be permitted.

The face of the crack shall be surface dry and the air and pavement temperatures shall both be at least 40 °F and rising at the time of sealant application.

Sealant material picked up or pulled out after being placed shall be replaced at the Contractor's expense. The Contractor shall have blotter material available on the project in the event it is required to prevent tracking or pulling. If required, blotter material shall be approved by the Engineer and placed at the Contractor's expense.

3.9 SEAL COAT

A. Weather Limitations: Asphalt material shall not be applied on a damp surface or where standing water is present, when either the air or pavement surface and or air temperature is below 55 °F and falling, when freezing temperatures or precipitation are expected before curing will be complete, or when weather conditions would prevent the proper construction of the seal coat.

B. Equipment: The following equipment or its equivalent shall be used:

1. Asphalt distributor and equipment shall be capable of uniformly distributing asphalt material at even temperature and uniform pressure on variable widths of surface up to 15 feet at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard. The allowable variation from any specified rate shall not exceed plus or minus 0.02 gallon per square yard. The distributor's spreading capabilities shall be computer controlled or it shall be calibrated to conform to the distributor manufacturer's procedure prior to applying the emulsified asphalt. Distributor equipment shall include a tachometer, pressure gauges, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump, and full circulation spray bars adjustable laterally and vertically. Distributors shall be equipped with an automatic heater capable of maintaining the asphalt material at the manufacturer's recommended application temperature or at 140 °F, whichever is higher.
2. A rotary power broom.
3. A minimum of two pneumatic tire rollers, which weigh at least 10 tons each.
4. One self-propelled aggregate spreader of approved design supported by at least four wheels equipped with pneumatic tires on two axles. The aggregate spreader shall be capable of applying the larger cover coat material to the surface ahead of the smaller cover coat material and shall have positive controls so the required quantity of material is deposited uniformly over the full width of the asphalt material. Other types of aggregate spreaders may be used provided they accomplish equivalent results and are approved.

C. Surface Preparation: The entire surface that is to receive a seal coat shall be cleaned of loose sand, dust, rock, mud, and all other debris that could prevent proper adhesion of the asphalt coating. The cleaning shall be accomplished by power broom, scraping, blading, or other approved measures. seal coating operations shall not be started until the surface is approved.

D. Asphalt Material Application: Asphalt material shall be applied by a pressure distributor in a uniform, continuous spread and within the temperature range specified. The distributor's spreading capability shall be computer controlled or calibrated to conform to the distributor manufacturer's procedure prior to applying the emulsified asphalt. If streaking occurs, the distributor operation shall be stopped immediately until the cause is determined and corrected. streaking is alternating, narrow, longitudinal areas of excessive and then insufficient quantities of asphalt material. The quantity of asphalt material per square yard may vary from the rate shown in the Contract, as directed. A strip of building paper, at least 3 feet in width and with a length equal to that of the spray bar of the distributor plus 1 foot shall be used at the beginning of each spread. If the distributor does not have a positive cut-off, the paper shall be used at the end of each spread. The paper shall be removed and disposed of in a satisfactory manner. The distributor shall be moving forward at proper application speed at the time the spray bar is opened. skipped areas and deficiencies shall be corrected. Junctions of spreads shall be carefully made to assure a smooth riding surface.

The length of spread of asphalt material shall not be in excess of the area that trucks loaded with cover coat material can immediately cover.

The spread of asphalt material shall not be more than 6 inches wider than the width covered by the cover coat material from the spreading device. Under no circumstances shall operations proceed so asphalt material will be allowed to chill, set up, dry, or otherwise impair retention of the cover coat.

The distributor shall be parked so that asphalt material will not drip on the surface of the traveled way.

E. Cover Coat Material Application: Immediately following the application of the asphalt material, cover coat material shall be spread in quantities as designated. The spreading rate may vary from the rate shown in the Contract when approved. spreading shall be accomplished so the tires of the trucks or aggregate spreader do not contact the uncovered and newly applied asphalt material.

The cover coat material shall be moistened with a sufficient amount of water to reduce the dust coating of the aggregate prior to spreading. The cover coat material shall not contain free moisture as evidenced by drain down in the delivery truck bed.

Immediately after the cover coat material is spread, deficient areas shall be covered with additional material. Rolling shall begin immediately behind the spreader and shall continue until three complete coverages are obtained. Rolling shall be completed the same day the asphalt material and cover coat materials are applied.

The completed roadway surface shall be lightly broomed the following morning to remove any excess material, without removing any imbedded material. The Contractor shall conduct additional brooming if so directed.

A fog seal shall be applied to the surface of the completed seal coat at the rate of 0.11 ± 0.04 gallon per square yard of diluted emulsion when directed. The fog seal shall have a 3:2 emulsion to water dilution rate. The application rate and the dilution rate may be changed by the Engineer.

3.10 CLEAN UP

After completing operations, clean surfaces, pick up excess paving materials, and clean work area.

END OF SECTION