

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



**REQUEST FOR PROPOSALS  
FOR AN  
INTEGRATED PROJECT DELIVERY METHOD  
UTILIZING  
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC)  
SERVICES**

**For The**

**University of Colorado- Denver (GFE)**

**For The**

**AHEC 9<sup>TH</sup> Street Park Projects (22-159271)**

**REQUEST FOR PROPOSALS FOR AN  
INTEGRATED PROJECT DELIVERY METHOD UTILIZING  
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES**

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**REQUEST FOR PROPOSALS FOR AN  
INTEGRATED PROJECT DELIVERY METHOD UTILIZING  
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES  
University of Colorado- Denver**

**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.

**I. GENERAL INFORMATION**

**A. INTRODUCTION/DESCRIPTION OF PROJECT**

**The intent of the project is to renovate the interior and exterior of 1050 9<sup>th</sup> Street historic home on the Auraria Higher Education Center (AHEC) to meet the current and future needs of the tenant. The architectural and structural components, mechanical system, electrical system, and technology will be modernized in accordance with 21<sup>st</sup> century standards, while maintaining the historical character of the 1,150 square foot building.**

**1050 9<sup>th</sup> Street, currently used as faculty offices, will be converted to an assortment of community engagement, office, and support spaces. The interior space program may include, but are not limited to: social gathering, entertainment, reflection, display/museum, meeting, office, catering support, and storage.**

**The University is actively working to contract with an architect and engineering team (A/E) and anticipates design will begin on or near October 1, 2022. The Owner, with the A/E team and CM/GC, will begin the design process and scope selection by reviewing and prioritizing the scope identified within the attached Historic Structure Assessment (HSA). Project scope will continually be weighed against budget and schedule.**

The University of Colorado- Denver anticipates using a Construction Manager/General Contractor (CM/GC) approach to project delivery. A Guaranteed Maximum Price (GMP) and an updated project duration schedule will be established by the Architect/Engineer and the Construction Manager/General Contractor in conjunction with the University of Colorado- Denver. The CM/GC will evaluate, among other things, availability of materials and labor, project schedule, project costs as they relate to the established budget, constructability, and will work closely with the Architect/Engineer and the University of Colorado- Denver throughout the planning, design and construction phases of the project. Construction is estimated to commence **January 9, 2023.**

The process to be used in the selection of the CM/GC is comprised of two steps. STEP I is the Submittal of Prequalification as described in Section II (D). STEP II is the Oral Interview/Cost Proposal as described in detail in Section III. A Jury Panel of individuals who will be involved in the project and/or understand the required services associated with Construction Management/General Contracting will evaluate responses to this RFP for both STEPS. Upon completion of the evaluation of the Submittals of Prequalification, a limited



number of firms will be invited to the oral interviews. Sealed fee proposals will be required only from those firms who are interviewed and are to be submitted as indicated in this RFP. Both qualifications and cost will be considered in the final ranking of firms with qualifications given 70% of the value of the weighted criteria and fees for the Cost/ Proposal given 30%.

**Selection and award of this project will be based on a combination of qualifications and costs that represents the best overall value to the State.**

## **B. MINIMUM QUALIFICATIONS**

Notice is hereby given to all interested parties that all firms will be required to meet ALL of the minimum qualifications to be considered for these projects. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided Construction Management/General Contracting services within the last three (3) years for at least two (2) projects each in excess of **\$500,000** (hard costs), utilizing the expertise present in their Colorado Office; and
2. Demonstrated specific Construction Management/General Contracting experience in projects of similar scope and complexity; and
3. Demonstrated bonding capability up to **\$500,000** 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-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 LCPTracker cloud-based labor compliance and certified payroll application.

## **C. SCOPE OF SERVICES**

The scope of services will include assistance to the State during the process of assessment, design, construction, and warranty period. Specific tasks to be performed by the Construction Manager/General Contractor (CM/GC) include those generally performed by the CM/GC construction community where the Construction Manager is also the Contractor. A sample copy of the State's CM/GC contract is contained within the RFP. A Guaranteed Maximum Price (GMP) will be required at the completion of Design Development phase.

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 LCPTracker cloud based labor compliance and certified payroll application

## II. PREQUALIFICATION SUBMITTALS (STEP I)

### A. SCHEDULE

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

|   |                       |
|---|-----------------------|
| Advertisement                                       | 9/16/22               |
| Mandatory Pre-submittal Conference and Tour         | 9/27/22 8:00am        |
| Date Email Questions Due                            | 9/30/22 2:00pm        |
| Date Email Answers Issued                           | 10/3/22 2:00pm        |
| Submittals Due (Prequalification: Step I)           | 10/6/22 2:00pm        |
| Interview Short List Announced                      | 10/10/22 2:00pm       |
| Sealed Proposal Due (Evaluation and Award: Step II) | 10/17/22 2:00pm       |
| Oral Interviews                                     | 10/18/22              |
| Selection Announced                                 | 10/21/22 2:00pm       |
| Negotiation of CM/GC Contract                       | 10/21/22-<br>10/28/22 |
| Contract Approval (projected)                       | 10/31/22              |
| Anticipated Design Start                            | 10/3/22               |
| Anticipated CM/GC Start                             | 11/1/22               |
| Anticipated Construction Start/Finish               | 1/9/23-5/12/23        |

2. One (1) electronic copy of the submittal is due 10/6/22 and shall be received no later than 2:00 PM (MD/ST), at the following address: [http://ucdenverdata.formstack.com/forms/rfp\\_rfq\\_submission](http://ucdenverdata.formstack.com/forms/rfp_rfq_submission)

|               |   |
|---------------|---|
| Agency:       | <b>University of Colorado - Denver</b>              |
| Contact Name: | Jered Minter  |
| Email:        | JERED.MINTER@UCDENVER.EDU                           |
| Address       | CU Denver Building Annex CU 105<br>Denver, CO 80202 |

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

### B. MANDATORY PRE-SUBMITTAL CONFERENCE

1. To ensure sufficient information is available to firms preparing submittals, a mandatory pre-submittal conference has been scheduled. The intent of this conference is to tour the site and to have the University of Colorado- Denver staff able to discuss the project. Firms preparing submittals must attend and sign-in in order to have their submittals accepted. The pre-submittal conference will be held at:

Address: **1050 9<sup>th</sup> Street Historic Park**  
At: **Front exterior of the building**  
Date/Time: **9/27/22 at 8:00am**

#### **C. CLARIFICATIONS**

1. Owner initiated changes to this RFP will be issued under numerically sequenced email addenda. Addenda generally consist of the following items:
  - a. Clarifications
  - b. Scope Changes
  - c. Time and/or Date Changes

**Respondents must acknowledge all issued addenda in their submittal and proposal.**

2. Respondent initiated email requests for clarification will be received any time on or before to 9/30/22, 5:00pm. All State responses will be issued by email addenda on or before 10/3/22, 5:00pm.

#### **D. GENERAL INFORMATION**

1. All respondents accept the conditions of this RFP, including, but not limited to, the following:
  - a. All submittals shall become the property of the State of Colorado and will not be returned.
  - b. Late submittals shall not be evaluated. Facsimile submittals shall not be accepted.
  - c. Any restriction as to the use of submitted materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary submittals will not be honored. Fee proposals will be considered proprietary.
  - d. The State reserves the right to reject any or all proposals on the basis of being unresponsive to this RFP or for failure to disclose requested information.
  - e. The State shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.

- f. The respondent has reviewed Appendix B and by responding has agreed that the terms and conditions of the sample Construction Management/General Contracting Agreement are expressly workable without reservation.

#### **E. PREQUALIFICATION SUBMITTALS (STEP I)**

1. Respondent must comply with the following items, a through f. The State retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the State. **(Note that the primary focus of the Prequalification evaluation will be the firm(s)' capabilities).**
  - a. Submit One (1) complete copy of all material.
  - b. Submittals shall be formatted and tabbed in the exact form and numeric sequence of the Evaluation Form (1 through 5) in Appendix A. A two-sided single page cover letter addressed to the University of Colorado- Denver, Greg Filpus, Senior Project Manager outlining the firm(s) qualifications is required at the front of the submittal.
  - c. Submittals shall be evaluated in accordance with criteria as indicated in SECTION IV. A. PREQUALIFICATION SUBMITTAL CRITERIA and ranked on the corresponding Evaluation Form in Appendix A.
  - d. Response to all items shall be complete.
  - e. All references shall be current and relevant.
  - f. Complete and execute the appropriate Acknowledgment and Attestation Form as provided in Section VI and submit at the back of the Prequalification Submittal.

### **III. ORAL INTERVIEWS/COST PROPOSALS (STEP II)**

#### **A. SHORT LIST**

From the submittals received, a short list of qualified respondents shall be identified using the scoring indicated on the enclosed Evaluation Form, Appendix A.

Firms failing to meet the minimum required qualifications will not receive further consideration.

#### **B. ORAL INTERVIEW**

1. Mandatory oral interviews shall be conducted for the short listed firm(s) only. Interview times and location, will be arranged by the University of Colorado- Denver and all short listed firms will be notified in advance. At the option of the State, a visit to the short listed firm(s) managing home office and/or representative field office may be required. **(Note that the primary focus of the Oral Interview evaluation in addition to the Cost Proposal will be the proposed Project Management Team members' capabilities).**

#### **C. COST PROPOSALS**

1. Only those firms short listed for interview are required to submit their sealed proposals. (Only one copy is required on the scheduled submission date.) Cost Proposals will remain sealed until after the qualitative scoring and will then be opened. The Cost Proposal will then be considered (equivalent to 30 percent of the weighted criteria) in conjunction with

the qualitative score from the response and interview (equivalent to 70 percent of the weighted criteria).

2. Cost Proposals shall be submitted on the form provided in Section VII, without modification. A Cost Proposal shall be accompanied with sufficient detail to clearly identify the fee for service and include a detailed schedule of estimated (not-to-exceed) reimbursable and non-reimbursable costs. Percentage of the cost of work is not an acceptable value. The Cost Proposal should be prepared independently in accordance with the following:
  - a. Any specific services requested in the RFP and its appendices that are not included should be clearly identified. Exclusion of any required service may result in the proposal being found non-responsive.
  - b. Provide a CM/GC staff schedule with staff by name, position and man-hours (assume 8 hour days) per month estimated on the project.
  - c. Provide a detailed estimate of reimbursable costs including breakdown of direct salaries and payroll fringes (DPE) for on-site CM/GC personnel associated with the services. Not-to-exceed reimbursable expenses shall be provided at direct cost.
  - d. Provide a detailed estimate of non-reimbursable expenses (included in fee).
  - e. The State reserves the right to reject any Cost Proposal not prepared in the above manner. Proposals that exceed the available funds may be rejected outright but the State reserves the right to negotiate a reasonable fee for service within the available funds. The CM/GC contract will be a bonded lump sum contract including not-to-exceed reimbursables with a Guaranteed Maximum Price to encompass all construction work; some not-to-exceed allowances may be included as directed by the State.
3. This Fee Proposal is a binding offer to perform the services associated with the Scope of Services described in this RFP and the Designated Services and Method of Payment Matrix in Appendix B. The State reserves the right to negotiate a cost adjustment based on scope clarification subsequent to selection and prior to contract execution.

#### **D. METHOD OF SELECTION AND AWARD**

The Jury Panel shall complete a combined evaluation of qualifications and fee in accordance with the criteria as indicated in SECTION IV, B. ORAL INTERVIEWS/COST PROPOSALS/EVALUATION CRITERIA. Numerical ranking and selection of the most qualified firm (including fee) will then occur on the corresponding evaluation forms in Appendix A1.

The final fee amount and scope of services may be negotiated at the State's discretion. Award and contract will be contingent on availability of key proposed Project Management Team staff.

## IV. EVALUATION CRITERIA

### A. PREQUALIFICATION SUBMITTAL CRITERIA

(Note that the primary focus of the Prequalification evaluation will be the Firm(s) capabilities).

#### 1. QUALIFICATIONS OF THE FIRM(s)

- ☐ Provide a description of the composition and management structure of your firm. Identify the firm's roles and responsibilities and relevant experience with projects of similar scope and complexity and similar fast track project delivery methods. Describe how the firm's experience will relate to the success of this project.
- ☐ Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination.
- ☐ Provide a detailed description of the process of how your firm selects qualified sub-contractors and manages them effectively on complex multi-phased projects.
- ☐ Provide a detailed description of how your firm will maximize the Colorado construction work force on this project.
- ☐ Provide your firms' safety record over the last ten years and describe your firms' efforts to retain and support employees.

#### 2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS

- ☐ Describe the qualifications and relevant experience of the superintendent including demonstrated experience working on projects of similar scope and complexity and time commitment for this project.
- ☐ Describe the qualifications and relevant experience of other key in-house staff and time commitments for this project.
- ☐ Identify all current office locations of the assigned staff and any other resident expertise intended to be provided under this RFP.

#### 3. PROJECT MANAGEMENT APPROACH

- ☐ Provide a strategic project approach summary: Include discussion of your firm's approach in providing successful Construction Management/General Contracting services based on prior experience in cost, schedule and quality effectiveness. Include specific examples (1-2 page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).
- ☐ Provide a description of construction work Project Management Team has capability to competitively bid and self-perform, including qualifications to do such. It is the perception of the University of Colorado- Denver subcontracting CM/GC construction work is in the State's best interest in terms of price competition. The University of Colorado- Denver may, at its discretion, limit the types and amount of work Project Management Team bids and self-performs.

#### 4. PRIOR PROJECT EXPERIENCE/SUCCESS

Select your three (3) most relevant projects and provide, at a minimum, the following:

- ☐ The project/contract name

- ☐ Description of services provided
- ☐ Overall construction cost of project, as applicable, including initial contract value and change orders including reasons for change orders
- ☐ Organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract)
- ☐ Key assigned in-house staff (name and title)
- ☐ Subcontracts (service) used in the performance of the contract
- ☐ Schedule history
- ☐ Reference(s) for Owner and Architect as described in IV.E
- ☐ Continuing services, if any

a. Timeliness

In general, Construction Management/General Contracting work is seen as successful if it is on time, on budget, and of high quality of workmanship. Timeliness is generally based on completion by the originally scheduled date and is indicated by a Certificate of Occupancy. Please demonstrate for each of the above projects how timely delivery occurred.

b. Budget Considerations

Similar to timeliness, being on budget historically means the work was completed within the originally identified available budget. For purposes of this RFP, the State is interested not only in being within budget but also in the respondent's ability to address and implement the following issues as well:

1. Conceptual estimating
2. Value analysis
3. Alternate solutions
4. Scope reduction that maintains project function
5. Cost/benefit analysis

Demonstrate for the above projects examples of how you accomplished the above cost control services.

c. Quality

Construction quality has the obvious traditional connotations (workmanlike, in compliance with the specifications, normal standard of care, etc.). Demonstrate for the above project examples how a high quality of workmanship was achieved.

d. Services Disruption

Demonstrate how your services on the above project examples dealt with issues of disruption at existing facilities, etc. if applicable.

e. Project Acceptability

Please discuss how your Construction Management/General Contracting services helped achieve owner satisfaction with regard to project quality and acceptability on your project examples.

f. Compliance

Provide information on how compliance with industry standards of care, building codes, etc. was achieved.

5. MISCELLANEOUS CONSIDERATIONS

a. Claims/Litigation History of Firm

Provide information on any past, current or anticipated claims (i.e., knowledge of pending claims) on respondent contracts; explain the litigation, the issue, and its outcome or anticipated outcome.

b. Apprenticeship Training Program (Optional for Step I)

Where an Apprentice Training Program certified by the Office of Apprenticeship located in the Employment and Training Administration in the United States Department of Labor exists in the State, or a comparable program for the training of apprentices is available in the State:

1. Each submitter shall demonstrate access to the certified program or a comparable alternative (Note that it is the responsibility of the submitter to demonstrate the comparability of a non-certified program) and,
2. Each submitter's subcontractor at any tier with a contract value of two hundred fifty thousand dollars or more shall demonstrate access to the certified program or a comparable alternative.

c. Other

This category is included for other items provided by the submitter. Inclusions may include standard firm promotional literature, testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc., intended to demonstrate why your firm is uniquely qualified for this project.

**B. ORAL INTERVIEWS/COST PROPOSALS EVALUATION CRITERIA**

**(Note that the primary focus of the Oral Interview evaluation in addition to the Cost Proposal will be the proposed project management team members' capabilities).**

1. QUALIFICATIONS OF THE FIRM

- ☐ Explain the composition and structure of your project management team and how the firm will support their efforts in the field throughout this project.
- ☐ Are the lines of authority, responsibility and coordination clearly identified?

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS

- ☐ Explain the prior experience with projects of similar scope and complexity and similar fast track project delivery methods of the superintendent and all other project management team members. Explain their roles and responsibilities and authority and why they are the right team members for this project.
- ☐ Explain anticipated project management team staff current and projected workload.



- ☐ Identify all current office locations and the resident expertise intended to be provided under this RFP. Identify the location of the staff for the performance of this contract, their expertise, and generic equipment that will be located in Colorado and act in support of the anticipated contract.

### 3. PROJECT MANAGEMENT APPROACH

- ☐ Explain the strategic project approach for this project in summary: Include discussion of your team's approach in providing successful CM/GC services based on the needs of this specific project utilizing the team's prior past experience including cost, schedule, and quality control.
- ☐ Explain the construction work the project management team has the capability to competitively bid and self-perform including qualifications to do such work.
- ☐ Provide a detailed description of how your project management team will select qualified sub-contractors and manage them effectively on this project.

### 4. PRIOR PROJECT EXPERIENCE/SUCCESS

- ☐ Explain the most relevant projects the superintendent and the team members have completed together and/or separately and what their role was. (The University of Colorado- Denver at its discretion contact references and/or conduct independent performance analysis on projects on which the team member has worked).
- ☐ Provide descriptions of other related experience of superintendent and other project management team members.

### 5. MISCELLANEOUS CONSIDERATIONS

- ☐ **Craft Labor Capabilities**  
Describe the availability of resources that will be utilized to successfully complete the project.
- ☐ **Apprenticeship Training Program (Mandatory for Step II)**  
Describe access to federal or state-approved apprenticeship programs, as available.
- ☐ **Other**  
This category is included for other items provided by the presenter. Inclusions may include testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc., intended to demonstrate why this management team is uniquely qualified for this project.

## V. CM/GC CONTRACT INFORMATION

- A.** Carefully review the CM/GC Contract sample (Appendix B) before initiating your response submittal. Any exceptions to the contract must be communicated formally in accordance with the written questions schedule in II.A.
- B.** Appendix E and F of this RFP includes mandatory State apprenticeship and prevailing wage requirements based on the construction value of the project.

- C. The State reserves the right to make non-material changes to the appended model agreement, including additions and /or modifications that may be necessary to more completely describe the services defined or implied herein.
- D. Any approved reimbursable expenses made under the terms of the final agreement shall be a direct pass-on cost with no adjustment to the fee described therein.
- E. Any and all products, systems, methods, and procedures developed, as a result of this agreement shall remain the exclusive property of the State.

## **VI. ACKNOWLEDGEMENT AND ATTESTATION FORM**

- A. Several versions of the Acknowledgment and Attestation Form follow this section. Proper completion of the appropriate form is a mandatory requirement for a respondent to be considered responsive to this RFP Prequalification Submittal.
- B. Qualifications made by a respondent in executing this form may render a submittal non-responsive as determined by the State.

## **VII. COST PROPOSAL FORM**

- A. Immediately following the Acknowledgement and Attestation Form is a Cost Proposal Form to be utilized to summarize the fee proposal for the services. Only those firms short-listed will be required to submit fee proposals as directed by the University of Colorado-Denver.
- B. This RFP document, it's appendices, and any written addenda issued prior to the submittal of proposals, and written clarifications prior to the interview shall serve as the only basis for proposals.
- C. The respondent, by submitting this proposal, does hereby accept that minor changes by the State to the exhibited contract and its exhibits, which do not adversely affect the respondent, shall not be cause for withdrawal or modification of the amounts submitted herein. Exceptions to the RFP documents and/or modification of the proposal may render the proposal non-responsive.
- D. Upon due consideration and review of this document along with its appendices, written addenda, and written clarifications prior to the interview, the respondent does hereby submit the following proposal for Construction Management/General Contracting fees, consistent with the schedules provided in the Scope of Services. Respondents are hereby advised that it is the State's desire to accelerate design and construction schedules where reasonably possible, without adverse cost impact.
- E. Respondent should complete the Cost Proposal Form by filling in all blanks on the form that follows.
- F. Respondents should include a separate detailed not-to-exceed reimbursable estimate

**End of RFP**

**ACKNOWLEDGEMENT AND ATTESTATION FORM  
(Partnership Format)**

**Date:** \_\_\_\_\_

**Page 1 of 1**

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

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

Subscribed on \_\_\_\_\_ at \_\_\_\_\_  
Date City

\_\_\_\_\_, State of \_\_\_\_\_  
County State

1) \_\_\_\_\_  
Partner Signature

Typed Name: \_\_\_\_\_

2) \_\_\_\_\_  
Partner Signature

Typed Name: \_\_\_\_\_

Notary: \_\_\_\_\_ Date \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Note: Add additional signatures if there are more than two partners.

**ACKNOWLEDGEMENT AND ATTESTATION FORM**  
**(Joint Venture Format)**

**Date:** \_\_\_\_\_

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By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Manager/General Contractor sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

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

Subscribed on \_\_\_\_\_ at \_\_\_\_\_,  
Date City  
\_\_\_\_\_, State of \_\_\_\_\_.  
County State

1) \_\_\_\_\_  
Venture Partner Binding Signature Date

\_\_\_\_\_  
Type of Business Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Date

Typed Name: \_\_\_\_\_

2) \_\_\_\_\_  
Venture Partner Binding Signature Date

\_\_\_\_\_  
Type of Business Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Date

Typed Name: \_\_\_\_\_

**Note:**

1. Add additional venture partners as necessary.
2. Witnesses of venture partners shall be corporate secretary for corporations, partners for partnerships, and notaries for sole proprietorships.
3. Attach venture agreement
4. Type of business shall identify the venture partner as a corporation, venture, partnership, sole proprietorship, or other legal entity.

## ACKNOWLEDGEMENT AND ATTESTATION FORM (CORPORATE FORMAT)

Date: \_\_\_\_\_

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

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

Subscribed on \_\_\_\_\_ at \_\_\_\_\_,  
Date City

\_\_\_\_\_, State of \_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_

Corporate Officer Signature

Date \_\_\_\_\_

Secretary \_\_\_\_\_

Date \_\_\_\_\_

Note: Use full corporate name and attach corporate seal here.

(SEAL)



## ACKNOWLEDGEMENT AND ATTESTATION FORM (Sole Proprietorship Format)

Date: \_\_\_\_\_

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

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

Subscribed on \_\_\_\_\_ at \_\_\_\_\_,  
Date City

\_\_\_\_\_, State of \_\_\_\_\_  
County State

| Respondent | Date |
|------------|------|
|------------|------|

Typed Name: \_\_\_\_\_

Notary: \_\_\_\_\_ Date \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**COST PROPOSAL FORM**  
**CONSTRUCTION MANAGER/GENERAL CONTRACTING (CM/GC) SERVICES**

Date: \_\_\_\_\_

\_\_\_\_\_  
Project Title

- |                 |   |          |
|-----------------|---|----------|
| 1.              | CM/GC Preconstruction Fee                   | \$ _____ |
| 2.              | CM/GC Construction Fee                      | \$ _____ |
| 3.              | General Conditions On-Site CM/GC Staff      | \$ _____ |
| 4.              | Other Reimbursable General Conditions (NTE) | \$ _____ |
| Total CM/GC Fee |   | \$ _____ |

Fees are to be calculated per Exhibit A (SC-6.5), CM/GC Designated Services and Method of Payment.

Please provide a detailed breakdown to adequately describe the CM/GC staff provided, term of their services, and associated anticipated reimbursable costs so as to demonstrate as complete an understanding as possible of the services provided.

Reimbursable general condition expenses are generally confined to the on-site CM/GC construction phase staff reimbursed at direct personnel expense, plus those on-site materials, equipment and facilities to support the work of the CM/GC staff and construction subcontractors.

Acknowledge receipt of Addendum Nos. \_\_\_\_\_

Anticipates Services outside the United States or Colorado\* ☐ Yes ☐ No

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the respondent 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)

Will comply with 80% Colorado Labor ☐ Yes ☐ No

For State Public Works Project per C.R.S 8-17-10, 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. Respondents 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. A governmental body that allows a waiver shall post notice and justification for the waiver on its web site. (Does not apply to any project that receives federal moneys)

Bidder is a Service-Disabled Veteran Owned Small Business\* ☐ Yes ☐ No

A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-905, 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 proposal submission.

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

\_\_\_\_\_  
Applicant or Corporate Officer Signature

\_\_\_\_\_  
Title



## Appendix A

### STATE BUILDINGS PROGRAM PREQUALIFICATION SUBMITTAL/EVALUATION FORM CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES

Name of Firm: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Evaluator No: \_\_\_\_\_ Date: \_\_\_\_\_

#### RFP REFERENCE

MINIMUM REQUIREMENTS

Y \_\_\_\_ N \_\_\_\_

If the minimum requirements (including letter from surety) have not been met, specify the reason(s):

---

---

---

Acknowledgement and Attestation included:

Y \_\_\_\_ N \_\_\_\_

#### SCORE

Weight<sup>2</sup> x Rating<sup>3</sup> = Score

#### 1. QUALIFICATIONS OF THE FIRM(S)<sup>1</sup>

|  |          |   |       |   |       |
|--|----------|---|-------|---|-------|
| <input type="checkbox"/> Qualifications of the firm                  | <u>3</u> | x | _____ | = | _____ |
| <input type="checkbox"/> Organizational structure/lines of authority | <u>3</u> | x | _____ | = | _____ |
| <input type="checkbox"/> Subcontractor selection and management      | <u>3</u> | x | _____ | = | _____ |
| <input type="checkbox"/> Colorado workforce                          | <u>1</u> | x | _____ | = | _____ |
| <input type="checkbox"/> Safety/employee support                     | <u>3</u> | x | _____ | = | _____ |

#### 2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS<sup>1</sup>

|   |          |   |       |   |       |
|---|----------|---|-------|---|-------|
| <input type="checkbox"/> Qualifications and relevant experience of superintendent | <u>3</u> | x | _____ | = | _____ |
| <input type="checkbox"/> Qualifications and relevant experience of in-house staff | <u>3</u> | x | _____ | = | _____ |
| <input type="checkbox"/> Location/Access  | <u>1</u> | x | _____ | = | _____ |

#### 3. PROJECT MANAGEMENT APPROACH<sup>1</sup>

|  |          |   |       |   |       |
|--|----------|---|-------|---|-------|
| <input type="checkbox"/> Approach to successful CM/GC Services |          |   |       |   |       |
| a. Cost effectiveness  | <u>3</u> | x | _____ | = | _____ |
| b. Schedule effectiveness                                      | <u>3</u> | x | _____ | = | _____ |
| c. Quality effectiveness                                       | <u>3</u> | x | _____ | = | _____ |
| <input type="checkbox"/> Competitively Bid/Self Performed Work | <u>3</u> | x | _____ | = | _____ |

#### 4. PRIOR PROJECT EXPERIENCE/SUCCESS<sup>1</sup>

|   |                  |          |   |                 |   |                 |
|---|------------------|----------|---|-----------------|---|-----------------|
| <input type="checkbox"/> Project #1                     |                  | <u>3</u> | x | <u>        </u> | = | <u>        </u> |
| a. Timeliness   | d. Disruption    |          |   |                 |   |                 |
| b. Budget Considerations                                | e. Acceptability |          |   |                 |   |                 |
| c. Quality  | f. Compliance    |          |   |                 |   |                 |
| <input type="checkbox"/> Project #2                     |                  | <u>3</u> | x | <u>        </u> | = | <u>        </u> |
| a. Timeliness   | d. Disruption    |          |   |                 |   |                 |
| b. Budget Considerations                                | e. Acceptability |          |   |                 |   |                 |
| c. Quality  | f. Compliance    |          |   |                 |   |                 |
| <input type="checkbox"/> Project #3                     |                  | <u>3</u> | x | <u>        </u> | = | <u>        </u> |
| a. Timeliness   | d. Disruption    |          |   |                 |   |                 |
| b. Budget Considerations                                | e. Acceptability |          |   |                 |   |                 |
| c. Quality  | f. Compliance    |          |   |                 |   |                 |
| <input type="checkbox"/> Related experience of the firm |                  | <u>3</u> | x | <u>        </u> | = | <u>        </u> |

#### 5. MISCELLANEOUS<sup>1</sup>

|  |          |   |                 |   |                 |
|--|----------|---|-----------------|---|-----------------|
| <input type="checkbox"/> Claims/litigation history       | <u>3</u> | x | <u>        </u> | = | <u>        </u> |
| <input type="checkbox"/> Apprenticeship Training Program | <u>1</u> | x | <u>        </u> | = | <u>        </u> |
| <input type="checkbox"/> Other                           | <u>3</u> | x | <u>        </u> | = | <u>        </u> |

**TOTAL SCORE:**                                  <sup>4</sup>

#### NOTES:

1. **Criteria:** Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter's overall qualifications.
2. **Weights:** Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.
3. **Ratings:** Evaluator to assess the strength of each firms qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating, 0 is missing information. (Use whole numbers)
4. **Total Score:** Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.

## Appendix A1

### STATE BUILDINGS PROGRAM ORAL INTERVIEWS/COST PROPOSALS EVALUATION FORM CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES

Name of Firm: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Evaluator No: \_\_\_\_\_ Date: \_\_\_\_\_

#### SCORE

| Score  | Weight <sup>2</sup> | x | Rating <sup>3</sup> | =       |
|--|---------------------|---|---------------------|---------|
| 1. <u>QUALIFICATIONS OF THE TEAM</u> <sup>1</sup>                    | <u>3</u>            | x | _____               | = _____ |
| 2. <u>QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS</u> <sup>1</sup> | <u>3</u>            | x | _____               | = _____ |
| 3. <u>PROJECT MANAGEMENT APPROACH</u> <sup>1</sup>                   | <u>3</u>            | x | _____               | = _____ |
| 4. <u>PRIOR PROJECT EXPERIENCE/SUCCESS</u> <sup>1</sup>              | <u>3</u>            | x | _____               | = _____ |
| 5. <u>MISCELLANEOUS</u> <sup>1</sup>                                 |                     |   |                     |         |
| <input type="checkbox"/> Craft Labor Capabilities                    | <u>1</u>            | x | _____               | = _____ |
| <input type="checkbox"/> Apprenticeship Training Program             | <u>1</u>            | x | _____               | = _____ |
| <input type="checkbox"/> Other                                       | <u>3</u>            | x | _____               | = _____ |

**TOTAL SCORE:** \_\_\_\_\_ <sup>4</sup>

#### NOTES:

- Criteria:** Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter's overall qualifications.
- Weights:** Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.
- Ratings:** Evaluator to assess the strength of each firm's qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating, 0 is missing information. (Use whole numbers)
- Total Score:** Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.

## Appendix A2

### STATE BUILDINGS PROGRAM SUBMITTAL AND ORAL INTERVIEW RANKING MATRIX

QUALIFICATIONS 70%/FEE 30% (Optional 80%/20%)

| FIRM | QUALIFICATIONS <sup>1</sup> |            |            |            |            |            | AVERAGE<br>QUALS <sup>2</sup> | QUALS<br>SCORE <sup>3</sup> | FEE<br>SCORE <sup>4</sup> | QUALS<br>& FEE<br>SCORE <sup>5</sup> | RANK <sup>6</sup> |
|------|-----------------------------|------------|------------|------------|------------|------------|-------------------------------|-----------------------------|---------------------------|--------------------------------------|-------------------|
|      | EVAL<br>#1                  | EVAL<br>#2 | EVAL<br>#3 | EVAL<br>#4 | EVAL<br>#5 | EVAL<br>#6 |                               |                             |                           |                                      |                   |
|      |                             |            |            |            |            |            |                               |                             |                           |                                      |                   |
|      |                             |            |            |            |            |            |                               |                             |                           |                                      |                   |
|      |                             |            |            |            |            |            |                               |                             |                           |                                      |                   |
|      |                             |            |            |            |            |            |                               |                             |                           |                                      |                   |
|      |                             |            |            |            |            |            |                               |                             |                           |                                      |                   |
|      |                             |            |            |            |            |            |                               |                             |                           |                                      |                   |

NOTES:

1. Insert total score from each evaluator's PREQUALIFICATION SUBMITTAL or ORAL INTERVIEW/ COST PROPOSALS/EVALUATION FORMS. (Note that the use of the Matrix for the PREQUALIFICATION SUBMITTAL EVALUATION does not consider cost proposals only qualifications). DO NOT combine the scores of the two evaluation forms.
2. Add all evaluators' total scores and divide by the number of evaluators to determine the average score for each firm's qualifications.
3. The highest score for qualifications on the evaluation form is to receive 70 points and the other team scores are to be determined as a percentage of the 70 points. To score each average qualification score, use the example formula.

Assume the highest score is 700.

SCORING OF QUALIFICATIONS

FIRM B:  $\frac{700}{700} \times 70 \text{ points} = 70 \text{ points}$

FIRM C:  $\frac{600}{700} \times 70 \text{ points} = 60 \text{ points}$

FIRM A:  $\frac{500}{700} \times 70 \text{ points} = 50 \text{ points}$

4. Determine score for each firm's sealed cost proposal with the lowest fee being equivalent to a score of 30 points. To score each fee, use the example formula.

Assume the lowest fee was \$100,000.

SCORING OF FEES

FIRM A:  $\frac{\$100,000}{\$100,000} \times 30 \text{ points} = 30 \text{ points}$

FIRM B:  $\frac{\$100,000}{\$125,000} \times 30 \text{ points} = 24 \text{ points}$

FIRM C:  $\frac{\$100,000}{\$150,000} \times 30 \text{ points} = 20 \text{ points}$

5. Add the average qualification score to the fee score to determine cumulative qualifications and fee score.
6. Numerically rank all firms with the highest scoring firm being the most qualified.

## **Appendix B**

### **CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT (FORM SC-6.5) (Sample)**

---

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



**CONSTRUCTION MANAGER/GENERAL/CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

---

|                   |            |
|-------------------|------------|
| DEPARTMENT ID:    | <u>GFE</u> |
| CMS CONTRACT ID#: | <u>N/A</u> |
| CONTRACT ID#:     | <u></u>    |
| PROJECT #:        | <u></u>    |
| PROJECT NAME:     | <u></u>    |

---

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

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STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)

Department ID: GFE Contract ID #: N/A Project #: \_\_\_\_\_

**PARTIES.** THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver, hereinafter referred to as the State or Principal Representative, and having its offices at \_\_\_\_\_ engaged to serve as Construction Manager, hereinafter referred to as the Construction Manager.

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

**RECITALS:**

**WHEREAS**, the Principal Representative intends to engage the services of the Construction Manager to construct the following: 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 N/A, Account Number N/A; and

**WHEREAS**, the State of Colorado has appropriated and the Principal Representative has been authorized to expend the total sum of **DOLLARS (\$)** for this Project including all professional services, construction management/general contractor services, construction/improvements, Project contingencies, reimbursables, furnishings, movable equipment, and miscellaneous expenses; and

**WHEREAS**, *funds are available for only a portion of the services defined herein, as more fully described in the funding Condition Precedent clause in 5.6 hereof; and*

**WHEREAS**, the Principal Representative has established the **Fixed Limit of Construction Cost** in the amount of **Dollars (\$)**; and

**WHEREAS**, the Construction Manager shall establish a **Guaranteed Maximum Price (GMP)** that is within the Fixed Limit of Construction Cost as established by the Principal Representative at the completion of the Design Development Phase; and

**WHEREAS**, in accordance with Article 5 Compensation the Construction Manager's Fee for the Project is **DOLLARS (\$)**; and

**WHEREAS**, the Architect/Engineer for the project is ; and

**WHEREAS**, the Construction Manager acknowledges the statutory authority and responsibility of the Principal Representative within the State of Colorado; and

**WHEREAS**, the Construction Manager was selected after a determination that its proposal was the most advantageous to the Principal Representative pursuant to a request for proposal issued and awarded on **Sep 15, 2022**; and

**WHEREAS**, the Construction Manager and the Principal Representative have finalized the terms of this Agreement pursuant to the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

**WITNESSETH**, that the Principal Representative and the Construction Manager agree as follows:

## **ARTICLE 1. PERFORMANCE OF THE WORK**

### **1.1. THE WORK**

- 1.1.1 The Construction Manager will construct the Project within the Fixed Limit of Construction Cost specified, and the Construction Manager will furnish all the services, labor and materials to perform all the Work, including design, for the complete and prompt execution of the Project in accordance with the Contract Documents.
- 1.1.2 In the performance of the Work under this Agreement, the Construction Manager acknowledges that time is critical for Project delivery and that portions of the Work could have their design completed as separate Bid Packages and under construction before other portions of the Work are fully designed. It is further recognized that this accelerated approach to construction utilizing the services of an Architect/Engineer and Construction Manager is defined as "Fast Track Construction" and requires maximum cooperation between all parties. It is also recognized that the services to be rendered by the Construction Manager and the inter-relationships and coordinative aspects thereof are in the developmental state and not fully defined. The Construction Manager has reviewed the Architect/Engineer's Agreement and accepts the terms thereof as expressing a workable concept. In furtherance thereof, in the event there appears to be a duplication, overlap or conflict of the responsibilities of or duties between the Architect/Engineer and Construction Manager or an absence of designation, the question shall be submitted to the Principal Representative for determination. The Construction Manager shall abide by the decision of the Principal Representative provided it does not require the performance of work beyond what was reasonably contemplated and accepted by the Construction Manager as its responsibility. If the Construction Manager claims any increase in the Work arises by virtue of such a decision.
- 1.1.3 The Construction Manager acknowledges that the Principal Representative shall provide **0 (0) Bid Packages** to accomplish the Work. In the event the Construction Manager for any reason within the Construction Manager's control, requests more than **0 (0) Bid Packages** to be furnished by the Principal Representative, the Principal Representative shall make arrangement with the Architect/Engineer for the additional Bid Packages desired and shall directly compensate the Architect/Engineer for all fees

and cost associated therewith. The Construction Manager shall reimburse the Principal Representative for all of the Architect/Engineer's fees and costs associated therewith.

- 1.1.4 The Construction Manager agrees to use best efforts, to cooperate fully with the Principal Representative in the construction aspects of the Work, and to keep within the Principal Representative's monetary, schedule and quality limitations, as stipulated within this Agreement.
- 1.1.5 The organization of the Specifications into division, section, and article, and the arrangement of Drawings shall not control the Construction Manager in dividing the Work among any level of subcontractors or in establishing the extent of the Work to be performed by any trade.
- 1.1.6 The Construction Manager understands the relationship of trust and confidence established between it and the Principal Representative and accepts those responsibilities as described in this Agreement. The Construction Manager covenants with the Principal Representative to furnish its best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Principal Representative. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Work in an expeditious and economical manner consistent with the interest of the Principal Representative.
- 1.1.7 The Construction Manager, the Principal Representative, and the Architect/Engineer, called the Construction Team, shall work during design through to construction completion. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.
- 1.1.8 The Architect/Engineer is a representative of the Principal Representative as provided in the Contract Documents and its Agreement is with the Principal Representative. In case of termination of employment or death of the Architect/Engineer, the Principal Representative shall appoint a capable and reputable Architect/Engineer against whom the Construction Manager makes no reasonable objection, whose status under the Agreement shall be the same as that of the former Architect/Engineer.
- 1.1.9 The Architect/Engineer shall not be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and except for the Architect/Engineer's specifically enumerated Contract Administration duties such as observation of the Work, shall not be responsible for the Construction Manager's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer shall not be responsible for or have control or charge over the acts or omissions of the subcontractors of any tier or any of their agents or employees, or any other persons performing any of the Work.
- 1.1.10 The Contract Documents shall not be deemed to create any contractual relationship between the Architect/Engineer and the Construction Manager or any separate contractors, subcontractors of any tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the Principal Representative, the Architect/Engineer or Construction Manager which does not otherwise exist without regard to the Contract Documents.
- 1.1.11 The initial Work of the Construction Manager shall consist of its services in connection with the Preconstruction Phase. The Preconstruction Phase of the CM/GC Services

shall be parallel and coincidental with the Schematic Design, Design Development, and Construction Document Phases of the Architect/Engineer's Services. As the Bid Packages are prepared and prices are established for the work to be performed within each respective Bid Package, the parties contemplate that the work to be performed by the Construction Manager shall be adjusted by Amendment or Change Order to this Agreement to place the work contained within the various Bid Packages within the work to be performed by the Construction Manager with corresponding adjustments made to the Contract Sum, Guaranteed Maximum Price and Contract Time.

## 1.2 CONTRACT DOCUMENTS

- 1.2.1 The Contract Documents as described in Article 1 of the General Conditions of the Construction Manager/General Contractor Agreement (SC-6.51) are essential parts of this Agreement and are fully incorporated herein.

## **ARTICLE 2. EXHIBITS TO THE AGREEMENT**

The following Exhibits are, or will be, attached to this Agreement and are or shall become when approved and accepted, part of the Contract Documents.

- 2.1 **The General Conditions** of the Construction Manager/General Contractor Agreement (State Form SC-6.51) and Supplementary General Conditions, if applicable;
- 2.2 **The Drawings** released for Construction (Exhibit I.1);
- 2.3 **The Specifications** released for Construction (Exhibit I.1);
- 2.4 **Exhibit A**, Construction Manager's Designated Services and Method of Payment;
- 2.5 **Exhibit B**, Construction Manager Certification;
- 2.6 **Exhibit C**, Request for proposal (**Dated Sep 15, 2022**) & RFP Addendums;
- 2.7 **Exhibit D1**, Construction Manager's Fee Proposal (**Dated Sep 15, 2022**);
- 2.8 **Exhibit D2**, NOT USED;
- 2.9 **Exhibit D3**, Construction Manager's Certificates of Liability Insurance;
- 2.10 **Exhibit E**, *Service-Disabled Veteran-Owned Small Business and Minority/Women Business Enterprise Participation Report*;
- 2.11 **Exhibit F**, List of Pre-Qualified Subcontractors (when approved by the Principal Representative and prior to bidding);
- 2.12 **Exhibit G**, Schematic Design Estimate Summary and Updated Summaries (when approved by the Principal Representative);

### **First Amendment (incorporating GMP) Exhibits based on Design Development Docs**

- 2.13 **Exhibit H.1**, GMP Documents, Drawings and Specifications including Addenda and Modifications (when approved by the Principal Representative);
- 2.14 **Exhibit H.2**, Schedule of Bid Package Descriptions and Issuance Dates (as applicable);
- 2.15 **Exhibit H.3**, Schedule of Values (prepared at the time of the GMP Amendment);
- 2.16 **Exhibit H.4**, Allowance Schedule (prepared at the time of the GMP Amendment);
- 2.17 **Exhibit H.5**, Detailed Critical Path Method Construction Schedule (Prepared at the time of the GMP Amendment);

## **Second and Subsequent Amendments (incorporating Bid Packages) Exhibits**

- 2.18 **Exhibit I.1**, Drawings and Specifications (when approved by the Principal Representative);
- 2.19 **Exhibit I.2**, All Modifications issued after execution of Amendment(s). A Modification to the Agreement includes (1) a written Amendment to this Agreement signed by both parties or (2) a Change Order signed by both parties;
- 2.20 **Exhibit I.3**, Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments;
- 2.21 **Exhibit I.4**, Allowance Schedule (consistent with GMP Allowance Schedule);
- 2.22 **Exhibit I.5**, Performance Bond (Form SC-6.22);
- 2.23 **Exhibit I.6**, Labor and Material Payment Bond (Form SC-6.221);
- 2.24 **Exhibit I.7**, Property Insurance Certificates;
- 2.25 **Exhibit I.8**, Notice to Proceed to Commence Construction Phase (Form SC-7.26) (when issued);
- 2.26 **Exhibit I.9**, Detailed Critical Path Method Construction Schedules (when approved by the Principal Representative);
- 2.27 **Exhibit I.10**, Applicable Prevailing Wage Determinations (If applicable)
- 2.28 **Exhibit I.11**, Apprenticeship Utilization Certifications (SBP6.17) (If applicable);

## **Additional Agreement Exhibits**

- 2.29 **Exhibit J**, State Sales and Use Tax Forms;
- 2.30 **Exhibit K**, Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews, and Building Inspections;
- 2.31 **Exhibit L**, University of Colorado Denver | Anschutz Mechanical Campus Supplementary General Conditions;
- 2.32 **Exhibit M**, Notice of (Partial) Substantial Completion (Form SBP-071/SBP-07);
- 2.33 **Exhibit N**, Notice of Approval of Occupancy/Use (Form SBP-01);
- 2.34 **Exhibit O**, Notice of (Partial) Final Acceptance (Form SBP-6.271/SBP-6.27);
- 2.35 **Exhibit P**, Notice of Contractor's Settlement (Form SBP-7.3);
- 2.36 **Exhibit Q**, Notice to State Contractors Vaccination Requirements;
- 2.37 **Exhibit R – Y**, Subsequent Amendments (SC-6.0B) and Change Orders (SC-6.31).

## **ARTICLE 3. CONSTRUCTION MANAGER'S SERVICES**

The Construction Manager shall perform the following services under this Agreement in each of the phases described below:

### **PRE-CONSTRUCTION SERVICES**

### 3.1 AVAILABLE FUNDS

- 3.1.1 The Design/Build Entity acknowledges that the Principal Representative is limited in the sum available to design and construct the Project. Should funding of a lesser amount be made available for the Project, it is the obligation of the Principal Representative to revise the Project Scope consistent with the ultimate appropriation.

### 3.2 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

- 3.2.1 The Construction Manager shall assist the Architect/Engineer in evaluating the Principal Representative's preliminary budget. Based on consultation with the Architect/Engineer and the Construction Manager, the Principal Representative shall furnish a Project Budget to the Construction Manager which shall set forth a dollar amount available for the total Construction Cost of the Project and include contingencies for bidding and construction.
- 3.2.2 The Fixed Limit of Construction Cost has been established by the Principal Representative, converting the applicable portion of the Project Budget into the Fixed Limit of Construction Cost, as set forth in the recital above.
- 3.2.3 The Fixed Limit of Construction Cost may be revised only by approved Amendments and Change Orders issued after execution of the Contract Documents.

### 3.3 CONSULTATION AND VALUE ENGINEERING

- 3.3.1 The Construction Manager shall provide consultation throughout the Preconstruction and Construction Phases including but not limited to the furnishing of Value Engineering Services to identify cost effective changes in the State's specifications that will result in reducing the Contract Price without impairing essential functions or characteristics. The objective of Value Engineering is to achieve optimum value for each construction dollar spent and keep the time of completion and cost of the Work within the time and fiscal constraints set forth throughout the Contract Documents. In cooperation with the Principal Representative, the Construction Manager shall:

- 3.3.1.1 Formulate and evaluate alternative designs, systems, materials, etc.;
- 3.3.1.2 Provide cost estimates of the alternatives to be evaluated. Cost estimates shall include industry standard operating and maintenance costs when appropriate to evaluate life-cycle costs of the alternatives. Cost estimates shall take into consideration all cost impacts related to alternatives including but not limited to construction costs. The Construction Manager shall, at a minimum, review the cost estimate at the completion of the Schematic Design, and Design Development Phases and include an analysis and commentary as to any discrepancies observed in the report referenced in paragraph 3.2.1.4 below;
- 3.3.1.3 Evaluate the alternatives on the basis of costs, time schedules, availability of labor and materials, construction feasibility, etc.;
- 3.3.1.4 With the assistance of the Architect/Engineer to prepare written reports at the end of the Schematic Design and Design Development Phases summarizing the Value Engineering activities accomplished and any recommendations developed within each phase;
- 3.3.1.5 If Estimates of Construction and/or bids received for the Work contained in any Bid Package cause the anticipated cost of the Work to exceed the then current Estimate of Construction Cost, the Fixed Limit of Construction Cost, the Guaranteed Maximum Price or Schedule of Values, the Construction Manager shall, at no additional cost to the Principal Representative unless caused by an



increase in the Construction Manager 's Work requested by the Principal Representative, provide additional Value Engineering services in conjunction with any and all appropriate items in the Estimate of Construction, the Fixed Limit of Construction Cost, the Guaranteed Maximum Price, and/or the Schedule of Values for the Work; and

- 3.3.1.6 Lead a formal Value Engineering workshop as requested by the Principal Representative, at the end of the Schematic Design, Design Development and Construction Documents Phases review and estimating tasks, bringing multidiscipline cost/construction experts to evaluate alternative designs, systems and materials.

- 3.3.2 The Principal Representative shall participate in the formulation and evaluation of alternatives in the Value Engineering activity, and shall approve Value Engineering alternatives accepted in each design phase.

### 3.4 CONSTRUCTION COSTS

- 3.4.1 It is the desire of the Principal Representative to incorporate as many alternate bid items into the Project as reasonable, to maximize the scope for the Fixed Limit of Construction Cost. All parties recognize that although the availability of costs to perform the Work depend, in part, upon favorable market conditions. With thorough and careful planning, cost estimating and cooperation, funds may become available for the alternates through the procurement process at less than the Construction Manager's estimated cost therefore. Together with savings through the unexpended portion of the bidding contingency, the Principal Representative may authorize alternates and/or additional scope, all within the Fixed Limit of Construction Cost.

- 3.4.2 To accomplish the inclusion of alternates and/or increases, the project contingency shall be as follows and included in the GMP:

- 3.4.2.1 The bidding contingency for all Bid Packages together with the construction of the Work shall be equal to two point five percent (2.5%) of the total Guaranteed Maximum Price, all within the Fixed Limit of Construction Cost.

- 3.4.2.2 The construction contingency for the Work shall be equal to three percent (3%) of the total Guaranteed Maximum Price, all within the Fixed Limit of Construction Cost.

- 3.4.2.2 The bidding contingency shall be allocated between the presently anticipated **0 (0) Bid Packages**, equally proportionate to the value associated with each Bid Package. The Construction Manager shall notify, in writing, the Principal Representative of the allocation of the bidding contingency for each Bid Package.

- 3.4.3 At the conclusion and award of the Bid Packages, all differences between the Construction Manager's estimated cost of the Work contained within the Bid Packages, exclusive of contingency, versus the actual cost thereof as determined by bidding and award (buyouts) shall be promptly calculated and totaled. If the total of all of the buyouts exceed the Construction Manager estimated cost therefore, the bidding contingency identified in paragraph 3.4.2.1 shall be applied by the Construction Manager, after prior written notice to the Principal Representative, to cover any overrun per Bid Package.

- 3.4.4 After all of the Bid Packages have been bought out, any and all savings achieved through the buyouts of the Bid Packages together with all unexpended sums remaining in the bidding contingencies shall forthwith accrue to the Principal

Representative to be applied by the Principal Representative, in its sole and absolute discretion, to the inclusion of desired alternates into the Work or to otherwise increase the scope of Work to be performed by the Construction Manager, and/or to reduce the Guaranteed Maximum Price.

- 3.4.5 The construction contingency shall only be used to cover costs for labor, materials, equipment and similar costs for items or Work to be furnished during the construction phase of the Project. It is not the intent of this Agreement to use the construction contingency for costs incurred during the Pre-Construction phase or bidding phase or for costs to correct any errors, omissions, mistakes or rejected Work caused by subcontractors. The construction contingency may be used to cover the Construction Manager's costs (i) arising from estimating cost overruns in the costs of **Exhibit H.4** Allowance Schedule; (ii) unexpected additional trade coordination costs incurred for Work directly performed by the Construction Manager that could not have been reasonably contemplated; (iii) items required and reasonably inferable from the Contract Documents, or items included within the Contract Documents but missed within the subcontractor buy-out which the Construction Manager can show were not specifically called out within the estimate or bid documents of the Construction Manager or any subcontractor ; (iv) losses or damages to property related to the Work not covered by insurance provided by the Construction Manager, but not including any insurance deductible(s); (v) arising from expediting or acceleration of the Project schedule where such cost is not a basis for an increase in the GMP under Article 6; (vi) Bid Package buyout overrun costs for additional Bid Packages that were not part of anticipated Construction Phases defined in 1.1.4, but only if bidding procedures contemplated hereunder were followed and the bidding contingency has been exhausted; or (vii) other costs incurred not reasonably to have been expected that are approved by the Principal Representative in the Principal Representative's sole discretion, so long as those costs are not recovered under any insurance policy provided pursuant to this Agreement and so long as the total costs under this Agreement do not exceed the Guaranteed Maximum Price. No expenditure from the construction contingency for any matters or Work activities shall be made without the prior written approval of the Principal Representative, which approval, with the exception of item (vii) above, shall not be unreasonably withheld. Expenditures from the construction contingency shall be made only by Change Order.

Construction contingency shall include all costs associated with a stated scope including, if applicable Direct Work, Insurance, Bonds, Fee, and General Conditions (if appropriate).

- 3.4.6 When preparing any estimates of Construction and in development of the Schedule of Values, such documents shall include, without duplication:
- 3.4.6.1 All labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work;
  - 3.4.6.2 Any allowance designated by the Principal Representative;
  - 3.4.6.3 Any Principal Representative furnished equipment which has been designed, specified, selected or specifically provided for by the Architect/Engineer;

- 3.4.6.4 The Construction Manager's fee and the cost of work provided by the Construction Manager;
- 3.4.6.5 All bonds, insurance premiums and applicable taxes;
- 3.4.6.6 Contingencies for bidding, price escalation, and construction;
- 3.4.6.7 Plumbing and electrical building permits from appropriate entities and any other building permits as directed by the Principal Representative; and
- 3.4.6.8 Administrative expenses directly related to the Work.

(Refer to the General Conditions of Construction Manager/General Contractor Agreement (SC-6.51) Article 12.B schedules)
- 3.4.7 Estimates of Construction Cost shall not include the compensation of the Architect/Engineer and, the Architect/Engineer mechanical, electrical, plumbing, structural, civil, and any other consultants and subconsultants required in the Request For Proposal or any other sums due the Architect/Engineer and its consultants, and shall not include the costs of land, right of way, financing or other costs, which are the responsibility of the Principal Representative
- 3.4.8 The Construction Manager, in preparing its Estimates of Construction cost and providing the Guaranteed Maximum Price, shall consult with the Architect/Engineer to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Work, and to include in the Contract Documents alternate items, as approved by the Principal Representative in writing, for bid so as to permit the adjustment of the Estimate of Construction Cost.
- 3.4.9 The Construction Manager shall prepare an Estimate of Construction as soon as major Project requirements have been identified and update it periodically. For the Schematic Design Phases, the Construction Manager shall prepare a quantity take-off cost estimate based on building systems, assemblies, components, etc., and update periodically. During the Design Development Phase, the Construction Manager shall prepare a final cost estimate in preparation for a Guaranteed Maximum Price and update periodically. All Estimates of Construction shall include separate defined allowances for bidding and Construction price escalation. During the Construction Documents Phase, the Construction Manager shall continually monitor the cost estimates and develop a cost estimate to help assure that the cost of the Work remains within the applicable portion of the Project Budget, Fixed Limit of Construction Cost and Guaranteed Maximum Price.
- 3.4.10 Estimates shall be prepared and shall be based on quantitative takeoffs whenever possible and shall be supported in sufficient depth and organization to be used in preparing budgets based on Construction Specifications Institute (CSI) Division, funding sources, sub-trades, combinations of sub-trades, building systems, Bid Packages or combinations thereof. The specific cost coding structure, estimating guidelines, assumptions, and contents of the cost estimates shall be mutually resolved between the Construction Manager and the Architect/Engineer prior to development of the first cost estimate to assure that estimates developed by all parties can be compared and reconciled. Lump sum estimates are not acceptable.
- 3.4.11 During the preparations of cost estimates, the Construction Manager shall notify the Principal Representative if it appears that the Estimate of Construction will exceed the applicable portion of the Project Budget or Fixed Limit of Construction Cost as

may be applicable, satisfactorily demonstrate the accuracy of its estimate in such detail as shall be reasonably required by the Principal Representative, and make reasonable recommendations for corrective action consistent with the Project Budget or Fixed Limit of Construction Cost, as may be applicable. The Construction Manager shall submit Estimates of Construction Cost to the Principal Representative for review and acceptance at each design milestone and other times as required by the Principal Representative to analyze various building systems and components. Concurrently, the Construction Manager shall provide copies to the Architect/Engineer for review and verification.

- 3.4.12 The Principal Representative shall reasonably cooperate with the Construction Manager to keep the Work within the applicable portions of the Project Budget or Fixed Limit of Construction Cost, as may be applicable, including but not limited to the giving of appropriate and reasonable consideration to all reasonable recommendations of the Construction Manager, approving redesign, only for Principal Representative directed scope changes, deductive alternatives or reductions in Work, requesting additional Value Engineering, making modifications to the Contract Documents or exercising such other rights or remedies as may be available elsewhere under this Agreement including termination for convenience. However, the Principal Representative shall be under no duty to reduce the Work to accommodate for any projected costs over or beyond the Guaranteed Maximum Price that is the responsibility of the Construction Manager or allow access to the construction contingency to cover costs to correct errors, omissions, mistakes, rejected Work or warranty Work.

- 3.4.13 Architect/Engineer/Construction Manager Cooperation: The Architect/Engineer, by the terms of its agreement with the Principal Representative, is obligated to provide reasonable cooperation to the Construction Manager in the development of Estimates of Construction Cost and the Guaranteed Maximum Price. Conversely, the Construction Manager, by the terms of this Agreement is obligated to provide reasonable cooperation to the Architect/Engineer in the development of Statements of Probable Construction Cost and the Guaranteed Maximum Price. Additionally, both Architect/Engineer and Construction Manager are obligated to reconcile their respective cost estimates at the completion of each design phase of the Work including the Guaranteed Maximum Price in a timely manner so as not to negatively impact the Project Schedule.

### 3.5 OTHER PRE-CONSTRUCTION SERVICES

- 3.5.1 The Construction Manager shall perform those items designated as Required Services as set forth in the Designated Services and Method of Payment schedule designated as **Exhibit A**. In addition, and not in limitation, the Construction Manager shall also perform the other Pre-Construction Services designated in this Article 3 together with such other services as are normally and customarily provided by a Construction Manager.
- 3.5.2 Meeting Attendance: The Construction Manager shall attend all regular meetings with the Principal Representative and such additional meetings as the Principal Representative may request. All regular meetings shall be scheduled by the Architect/Engineer with the Construction Manager and approval of the Principal Representative. All additional meetings shall be requested by the Principal Representative.

- 3.5.3 Copies for Review: The Principal Representative through the Architect/Engineer and consistent with the Principal Representative's contract with the Architect/Engineer, shall furnish the Construction Manager a sufficient quantity of documents required for the Preconstruction Services.
- 3.5.4 The Construction Manager shall make recommendations to the Principal Representative and the Architect/Engineer regarding the Division of Work in the Drawings and Specifications to facilitate the bidding and awarding of subcontracts, allowing for phased construction and funding, if applicable, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, provisions for temporary facilities, etc.
- 3.5.5 The Construction Manager shall review Drawings and Specifications with the Architect/Engineer to (1) eliminate areas of conflict, overlapping trade jurisdictions, and overlapping in the Work to be performed by the various subcontractors, (2) endeavor to confirm that all Work has been included, and (3) allow for phased construction as applicable.
- 3.5.6 The Construction Manager shall participate in Project Design Review Sessions at the close of the Schematic Design Phase, the Design Development Phase, and as Construction Documents are finalized for each Bid Package. The Project design review sessions shall be attended by the Architect/Engineer and representatives of the Principal Representative. The purposes of the Project design review sessions are to (1) assure consistency with the design intent; (2) ensure complete, coordinated, constructible and cost-effective designs for all disciplines (e.g. architectural, structural, mechanical); (3) assure that the design documents are code compliant as per **Exhibit K** Approved Building Codes Plan Reviews and Building Inspections; (4) endeavor to confirm that all Work has been included and described in sufficient detail to assure complete pricing of Work; and (5) allow for phased construction. The Architect/Engineer shall collect all design review comments from the various participants, provide reports to the Principal Representative, and ensure that with the issuance of each progress set of design documents all comments have either been incorporated or resolved to the satisfaction of the Principal Representative.
- 3.5.7 The Construction Manager recognizes that the Principal Representative is a Governmental Body with certain procedural requirements to be satisfied. The Construction Manager has and shall make reasonable allowance in its performance of the Work for such additional time as may be required for approvals and decisions by the Principal Representative, in addition to the times specifically provided in paragraph 5.1.11.
- 3.5.8 In the Review Process of the final Design Development Documents and Construction Documents for each Bid Package, the Construction Manager expressly agrees to the following review times by the Principal Representative:
- 3.5.8.1 A period of fourteen (14) days for the review of the Design Development Documents; and
- 3.5.8.2 A period of fourteen (14) days prior to completion of the Construction Documents together with an additional seven (7) days after receipt of all bid documents for each Bid Package, commencing with the date of receipt by the Principal Representative of all documents and any other items which are required to be

furnished to the Principal Representative by the terms of the Principal Representative's contract with the Architect/Engineer.

- 3.5.9 As part of the Schematic Design review and estimating tasks, the Construction Manager shall develop a preliminary detailed Critical Path Method (CPM) Project Schedule as described in Article 12 of the General Conditions of the Design/Build Guaranteed Maximum Price Agreement (SC-9.1), that is coordinated with the milestone dates specified in **Exhibit H.2**, the Date of Completion specified in paragraph 5.2.1, the scope of Work described within the Contract Documents, and the Work described within the Schematic Design Documents. The Construction Manager shall utilize the Project Management Software as described in paragraph 3.6.4 to develop and manage the schedule.
- 3.5.10 Principal Representative Purchasing: The Construction Manager shall investigate and recommend materials and equipment that could be purchased by the Principal Representative; consider long lead time procurement and mass purchasing power in making such recommendations; recommend a schedule for such purchases after coordination with the schedule for preparation of Contract Documents; and expedite and coordinate delivery of these purchases to facilitate their delivery by the required dates.
- 3.5.11 The Construction Manager shall prepare necessary bidding information, bidding forms, and pre-qualification criteria for bidders; develop subcontractor interest in the Project; establish bidding schedules; advertise for bids; and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques and with any special systems, materials, or methods. As soon as the Construction Manager becomes aware prior to any bid date that less than three (3) pre-qualified subcontractors plan to bid any portion of any Bid Package or that anticipated bids from previously approved or pre-qualified subcontractors listed on **Exhibit F**, are likely to exceed the then current Schedule of Values or Estimate of Construction Cost, the Construction Manager shall promptly so notify the Principal Representative and Principal Representative shall be entitled to treat the situation as an unforeseeable circumstance pursuant to paragraph 3.5.9.1.
- 3.5.12 The Construction Manager shall receive and open bids when advertised, prepare a bid analysis, conduct pre-award conferences, and notify the Principal Representative concerning which bids shall be accepted. The Principal Representative shall be notified in advance of the time and place of all bid openings and may elect to attend such openings with their representatives. Should the Construction Manager submit a proposal for subcontract Work (Work not included in the Construction Manager's Construction Phase Fee and/or General Conditions) herein referred to as "Self Perform Work", the proposal conditions shall be the same as for all subcontractor proposals. These Construction Manager proposals for subcontract Work shall be submitted to the Principal Representative twenty-four (24) hours prior to receipt of other subcontractor proposals and all opened with the other proposals. A proposal to accept other than a low bid shall be justified in writing by the Construction Manager and subject to prior written approval by the Principal Representative.
- 3.5.13 The Construction Manager shall provide the requirements and assignment of responsibilities for safety precautions and programs as required for the execution of the Work, temporary project facilities and for equipment, materials and services

for common use of subcontractors and verify that all are included in the Contract Documents.

3.5.14 The Construction Manager shall provide not later than the first of each month, unless requested otherwise by the Principal Representative, a monthly report utilizing the Project Management Software described in paragraph 3.6.4 documenting the current status of the project's schedule, costs, requests for information, submittals, manpower, safety, and other pertinent information. The report shall include a narrative discussion of the progress achieved, activities anticipated for the next month, and issues that are affecting the rate of progress. Progress photographs should be attached/included. This monthly report shall be provided in Construction Phases of the project. The schedule status shall include the following minimum items:

- a. Cost report showing activity dollar value, dollar value of Work in place to-date and dollar value for current period.
- b. Cost report showing activity dollar value, dollar value of Work in place to-date, and dollar value for current period summarizing to schedule of values.
- c. Resource report showing man-day allocations by specific trade on each activity.
- d. Variance report comparing current dates to target dates.
- e. Cash flow report showing monthly projections of expenditures.

A narrative schedule report shall document:

- a. Description of the actual Work accomplished during the reporting period.
- b. Description of any problem areas.
- c. Description of current and anticipated delays with recommended corrective actions to mitigate such delays.
- d. A list of proposed modifications, additions, deletions, and changes in logic to the approved schedule.

### **CONSTRUCTION PHASE SERVICES**

#### **3.6 CONTROL OF THE WORK**

3.6.1 The Construction Manager shall supervise and direct the Work of its subcontractors and shall coordinate the Work with the activities and responsibilities of the Principal Representative to complete the Project in accordance with the Principal Representative's objectives of cost, time and quality and subject to the terms and conditions of the General Conditions of the Construction Manager General / Contractor Agreement (SC-6.51).

3.6.2 The Construction Manager shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team.

3.6.3 The Construction Manager shall schedule and conduct weekly progress meetings at which the Principal Representative, Construction Manager, Architect/Engineer, and Architect/Engineer's Consultants, can discuss jointly such matters as procedures, progress, schedule, costs, quality control and problems. The Construction Manager shall record and distribute minutes of all construction meetings within 48 hours of the meeting.

3.6.4 A contract-control/project-management software (hereafter "Project Management Software") approved by the Principal Representative, shall be used as a primary tool

for project control, communication and documentation control by all the project participants, to include the Principal Representative, the Construction Manager and the Architect/Engineer. The Construction Manager shall utilize the Project Management Software to implement a cost forecasting, monitoring, control and reporting system for the Project. The Project Management Software shall be maintained throughout the project, both during the pre-construction and construction phases. Cost analyses shall be based upon data analyses as developed/described within Section 3.3 and shall include analyses of all trades and Project components making a significant contribution for total Project costs. The Project Management Software shall provide for development of a Project cost model, monitoring the design process and periodic reviews of the cost estimates/forecasts to identify variances from the cost model. Additionally, the Project Management Software shall identify variances between actual and budgeted costs and the Fixed Limit of Construction Cost and the Contract Sum.

The Construction Manager shall use the Project Management Software for the major contract administration processes to include, but not limited to:

3.6.4.1 Submittals:

- a. Construction Manager shall create a Submittal log and Submittal schedule.
- b. Submittals shall be directly submitted to the Architect/Engineer and Principal Representative and directly returned from the Architect/Engineer.

3.6.4.2 Requests for Information:

- a. Construction Manager shall submit requests for information using the Project Management Software.
- b. Architect/Engineer shall answer requests for information via the Project Management Software. Requests for Information responses that have cost impact will have corresponding Change Order Bulletin (Form SC-6.311) issued by the Architect/ Engineer.

3.6.4.3 Change Management: Entire change management process including Notices, and Change Orders shall be managed using the Project Management Software and utilizing Contract Amendment (Form SC-6.0), Change Order (Form SC-6.31), Change Order Bulletin (Form SC-6.311), Change Order Proposal (Form SC-6.312) and Change Order Log.

3.6.4.4 Pay Applications: Construction Manager shall be responsible for creating and distributing pay application in the Project Management Software using an earned-value calculation through the CPM Schedule & utilizing Application and Certificate for Contractor's Payment (SBP-7.2).

3.6.4.5 Meeting Minutes: Construction Manager shall be responsible for creating and distributing construction-meeting minutes in the Project Management Software.

3.6.4.6 Reports: Construction Manager shall be responsible to prepare and distribute reports in the Project Management Software.

3.6.4.7 Insurance Certificate: Construction Manager shall responsible for storing all the insurance related information of subcontractors in the Project Management Software.

3.6.4.8 Punchlist: Construction Manager shall be responsible to update the Substantial Completion Punchlist status using the Project Management Software.



3.6.4.9 Construction Schedule: Critical Path Method as described in Article 12 of the General Conditions of the Construction Manager / General Contractor Agreement (SC-6.51).

3.6.4.10 All project correspondence with Principal Representative shall be in the Project Management Software.

3.6.5 The Construction Manager shall propose and implement an approved procedure for coordinating and tracking all required Code Compliance Building Inspections as indicated on the Building Inspection Record (BIR) as provided by the State Buildings Program approved Code Review Agent at the appropriate Construction Phase(s) as described in the attached **Exhibit K**.

### 3.7 SCHEDULE AND COORDINATION

3.7.1 The Construction Manager shall begin the construction Work upon receiving the Notice to Proceed to Commence Construction Phase (SBP-7.26), in accordance with Article 5.1. The Construction Manager shall schedule and coordinate the Work of all of its subcontractors on the Project including their use of the site. The Construction Manager shall keep the subcontractors informed of the Project construction schedule to enable the subcontractors to plan and perform the Work properly. The Construction Manager shall carry the Work forward expeditiously with adequate forces and shall achieve Completion of the Work prior to the Contract Completion Date specified in Article 5.2, as adjusted by Change Orders and Amendments.

#### 3.7.2 Schedule Management

3.7.2.1 Schedule Modifications: If, as a result of the monthly schedule update the Project Schedule no longer represents the actual / logical progression of the Work or the Construction Manager's plan for prosecution and progress of the Work, the Principal Representative shall require the Construction Manager to submit a revision to the Project Schedule. Such revisions to the Schedule shall not alter any of the Project Milestone dates.

3.7.2.2 Schedule Impacts, Schedule Delays, Time Extensions: During the course of the Project, it may be appropriate to revise the Schedule to incorporate impacts or delay issues into the Project Schedule. If the Construction Manager determines it has encountered schedule impacts that may warrant a time extension, the Construction Manager shall present an Impacted Schedule in accordance with the Contract General Conditions, to the Principal Representative supporting its claim.

3.7.2.3 Recovery Schedule: In the event progress falls behind schedule dates, the Construction Manager shall prepare a recovery schedule indicating its revised plan to assure the timely completion of the Work. The recovery schedule shall be subject to the Principal Representative's approval.

### 3.8 AMENDMENTS AND CHANGE ORDERS

- 3.8.1 The Construction Manager shall assist in developing and implementing a system for the preparation, processing and tracking of Amendments and Change Orders using the Project Management Software as described in paragraph 3.6.4 and recommend necessary or desirable changes to the Principal Representative. Fully executed and approved Change Orders shall constitute obligations of the Principal Representative to pay as part of the Contract Sum the amounts identified by such modifications so long as such amounts do not exceed the Guaranteed Maximum Price, however, only those portions of the Contract Sum that are incorporated by Amendment shall be immediately payable. Change Orders, other than Change Orders allocating contingency amounts already incorporated by an Amendment which modify the Guaranteed Maximum Price, shall be payable only after having been incorporated into the Contract by Amendment. The Construction Manager shall provide the Principal Representative with Amendments from time to time aggregating and incorporating Change Orders that do not allocate contingency amounts already incorporated by an Amendment in order to expedite payment of approved Change Order work when performed and payable.

### 3.9 PRINCIPAL REPRESENTATIVE CONSULTANTS

- 3.9.1 If required, the Construction Manager shall assist the Principal Representative in selecting and retaining the professional services including but not limited to a surveyor, geotechnical, testing and inspection and other special consultants, and coordinate these services, without assuming any responsibility or liability of or for these consultants.

### 3.10 START UP

- 3.10.1 The Construction Manager, with the Principal Representative's maintenance staff and/or consultant, shall direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing/commissioning as required in the Scope Narrative with the subcontractors of all tiers.
- 3.10.2 Prior to the Date of Completion of the Work or earlier date for phased occupation of the Work as requested by the Principal Representative, the Construction Manager shall schedule and conduct with the Principal Representative and the Architect/Engineer a complete review, commissioning, demonstration, start-up and operational testing of all equipment and mechanical and electrical systems installed by the Construction Manager or its subcontractors on the Project, and shall also review the operation and maintenance of such systems with the Principal Representative's maintenance personnel.
- 3.10.3 Subsequent to this review, the Construction Manager, with reasonable promptness and at no cost to the Principal Representative shall make all adjustments or corrections required by the Principal Representative or the Architect/Engineer and shall balance all systems in order to make all equipment and systems perform as required by the Contract Documents and to reflect the actual use and occupancy of the Project. If necessary or requested by the Architect/Engineer or Principal Representative, the Construction Manager shall require the subcontractor, supplier of material supplier to make adjustments, corrections or balancing required by this process, at no additional cost to the Principal Representative.

## **ARTICLE 4. TIME OF COMMENCEMENT AND COMPLETION**

#### 4.1 COMMENCEMENT

- 4.1.1 The Contract Time shall commence on the Effective Date of this Agreement but no Work shall be performed prior to the delivery of all bonds, and insurance certificates and the Certification and Affidavit Regarding Unauthorized Immigrants as required to be furnished by the Construction Manager as described on the Notice of Award.
- 4.1.2 The Construction Phase shall commence on the date the first Bid Package is added to this Agreement by Amendment unless there is an Early Release Bid Package as approved by the Owner in accordance with Article 1.1.4 of this Agreement.
- 4.1.3 The commencement of the Construction Phase is expressly conditioned upon and shall not commence until:
  - 4.1.3.1 The Guaranteed Maximum Price and Schedule of Values shall have been timely submitted (or such timeliness shall have been waived in writing by the Principal Representative and the director of State Buildings Program) and shall have been approved and accepted by the Principal Representative;
  - 4.1.3.2 The date for Completion of the Work has been approved and accepted by the Principal Representative;
  - 4.1.3.3 All required Performance and Labor and Material Payment Bonds and insurance certificates have been approved and accepted by State Buildings Program; and
  - 4.1.3.4 **Exhibit I.8**, Notice To Proceed to Commence Construction Phase (SBP-7.26) has been issued by the Principal Representative and made a part of the Contract Documents.

If any of the preceding material conditions to be performed by the Construction Manager have not been fully satisfied by reason of any act or omission on the part of the Construction Manager through no fault of the Principal Representative, the Principal Representative shall give the Construction Manager written notice of any and all such deficiencies and allow ten (10) days from the date of such notice to correct and cure such deficiency or deficiencies, and in the event the deficiency or deficiencies are not fully corrected and cured within the ten (10) day period, the Principal Representative may declare the Construction Manager to be in default of this Agreement.

#### 4.2 COMPLETION

- 4.2.1 The Construction Manager agrees to Substantially Complete the Project by **Sep 15, 2022**, in addition, the Construction Manager agrees to finally complete the Project from Substantial Completion to Final Acceptance within **14** calendar days for a total completion of the entire Project of **Sep 29, 2022**.

The Construction Manager shall perform the Work with due diligence to completion.

### **ARTICLE 5. COMPENSATION**

#### 5.1 CONSTRUCTION MANAGER'S FEE

- 5.1.1 Subject to the provisions of this Agreement and of the General Conditions of the Design/Build Guaranteed Maximum Price Agreement (SC-9.1), and in consideration of the performance of this Agreement, the Principal Representative shall pay the

Construction Manager in current funds as compensation for its services as listed below:

**Construction Manager's Fee**

|                              |    |
|------------------------------|----|
| 1 Pre-Construction Phase Fee | \$ |
| 2 Construction Phase Fee     | \$ |
| 3 Total Fee (1+2)            | \$ |

**General Conditions**

|   |    |
|---|----|
| 4 Direct Personal Expenses of On-Site CM/GC Staff (Not to Exceed)     | \$ |
| 5 Other Reimbursable General Conditions (Not to Exceed per Pgh 9.1.3) | \$ |
| 6 Total GCs(including Direct Personnel Expenses of Staff) (4+5)       | \$ |

**Total Fee and General Conditions (3+6)** \$

5.1.2 The Construction Manager's Fee shall include all job indirect costs, and General Conditions costs as defined in **Exhibit A**, Construction Manager Designated Services and Method of Payment, home office overhead, and profit, included but not limited to the following:

- 5.1.2.1 Salaries or other compensation of the Construction Manager's employees at the principal office and branch offices;
- 5.1.2.2 General operating expenses of the Construction Manager's principal and branch offices other than the field office;
- 5.1.2.3 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager 's capital employed for the Project;
- 5.1.2.4 Overhead or general expenses of any kind;
- 5.1.2.5 Salaries of the Construction Manager's employees engaged on the road in expediting the production or transportation of materials and equipment;
- 5.1.2.6 Cost of all employee benefits and taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the Construction Manager and included in the fee under paragraphs 5.1.2.1 through 5.1.2.5;
- 5.1.2.7 All transportation, traveling, moving, and hotel expenses of the Construction Manager or its officers or employees incurred in discharge of duties connected with the Work;
- 5.1.2.8 Costs, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workmen, which are employed or consumed in the performance of the Work;
- 5.1.2.9 Cost of the premium for all insurance which the Construction Manager is required to procure by this Agreement or is deemed necessary by the Construction Manager;
- 5.1.2.10 Minor expenses such as facsimile messages, telegrams, long distance telephone call telephone service at the site, express mail, and similar petty cash items in connection with the Work;
- 5.1.2.11 All other items set forth in **Exhibit A**, Construction Manager Designated Services and Method of Payment that are specifically designated as Pre-Construction

Services Fee, Construction Services Fee or General Conditions. All Items listed in the columns designated Direct Cost of Work shall be included in the separate Bid Packages.

5.1.2.12 Except as expressly provided to the contrary elsewhere in this Agreement, approved costs in excess of the Guaranteed Maximum Price.

5.1.3 General conditions items, as set forth in paragraph 6.1.2, shall generally include the cost of Construction Phase on-site construction management staff and those temporary facilities, services and equipment to support the Work of construction subcontractors. General conditions items are more fully identified in **Exhibit A**, Designated Services and Methods of Payment, and shall be reimbursed at cost, without mark-up, based upon pre-approved not-to-exceed budgets. General conditions (exclusive of the Construction Manager's staff) provided directly by the Construction Manager must be at market competitive rates. Each monthly request for progress payment shall be justified with reasonable support for expenses to include:

5.1.3.1 Invoice or receipt for any vendors or suppliers for material, rented equipment, etc.

5.1.3.2 Labor/timesheet reports (by task number) for direct labor, provide bare labor rate and itemized breakdown of labor burden prior to initial billing.

5.1.3.3 Owned equipment shall be compensated per pre-negotiated rates established in accordance with the Colorado Procurement or applicable procurement code for institutions of higher education. In no case shall cumulative/total cost of owned equipment exceed the value of the equipment minus salvage value. The Principal Representative shall approve all rental rates and salvage values in writing prior to initial billing.

5.1.3.4 Labor, material and equipment cost may be audited by the Principal Representative.

## 5.2 ADJUSTMENTS IN FEE

5.2.1 Adjustments in the Construction Phase Fee shall be made as follows: If, after the total Guaranteed Maximum Price is accepted, in writing, by the Principal Representative, the Principal Representative directs additions to or other changes made in the Work, the Construction Manager's fee shall be adjusted as follows:

5.2.1.1 If the changes in the aggregate increase the total Guaranteed Maximum Price the Construction Manager's fee for any and all other changes in the Work shall be calculated at the rate of FOUR percent (4%) (plus appropriate General Condition costs) of the estimated cost of such work and shall be agreed upon between the Construction Manager and the Principal Representative as a fixed fee for the effect of the change (or changes), prior to starting the changed Work. The adjustments stated above shall only be deemed valid after the Principal Representative accepts the adjustments in writing and, are the only adjustments to the fee that shall be granted for changes authorized to the GMP. Adjustments to these fees beyond these values shall not be granted. However, General Condition costs directly attributable to time extensions may be charged in accordance with the provisions of the General Conditions.

5.2.2 The Construction Manager shall also be paid an additional fee at the rate as set forth in paragraph 6.2.1.2 if the Construction Manager is placed in charge of the reconstruction of any insured loss.

- 5.2.3 If there is a material reduction in the scope of Work greater than fifteen percent (15%) of the Fixed Limit of 5 Construction Cost, the Construction Manager's Fees shall be reduced proportionally after the fifteen percent (15%).

### 5.3 PAYMENT OF FEE

- 5.3.1 Preconstruction Services Fee: For the performance of the Preconstruction Services ending with the execution of the first amendment establishing and accepting the Guaranteed Maximum Price of the Work, the fee therefore as set forth in paragraphs 5.1.1 shall be paid monthly and as described in the General Conditions with the total payment not to exceed the fee for such services as set forth in paragraph 5.1.1.
- 5.3.2 Construction Services Fee: For the Performance of the Construction Services after the execution of the first amendment establishing and accepting the Guaranteed Maximum Price of the Work and with the addition of the second Amendment incorporating the first Bid Package and subsequent Amendments incorporating subsequent Bid Packages, the fee therefore as set forth in paragraphs 5.1.1 shall be paid monthly as described in the General Conditions with the total payment not to exceed the fee for such services as set forth in paragraph 5.1.1. and the portion of the fee to be paid shall be equivalent to the ratio of the dollar value of each Bid Package to the Guaranteed Maximum Price including the premiums for the Performance and Labor and Materials Payment Bonds with coverage up to the value of the Contract Sum.

### 5.4 GUARANTEED MAXIMUM PRICE

- 5.4.1 At the conclusion of the Design Development Phase, the Construction Manager shall deliver to the Principal Representative, a Guaranteed Maximum Price proposal which shall agree to perform all of the Work even though all of the Construction Documents have not all been finalized and released for construction, and guarantee the maximum price to the Principal Representative for the entire cost of the Work, as adjusted by deductive alternates required to maintain the Guaranteed Maximum Price below the Fixed Limit of Construction Cost which have been previously approved by the Principal Representative pursuant to paragraph 3.1.1.
- 5.4.2 The Guaranteed Maximum Price shall include all of the Construction Manager's obligations to be performed pursuant to the terms of the Contract Documents and may include, but not be limited to, the total of the following:
  - 5.4.2.1 The total of all prices already received for all items bid before the establishment of the Guaranteed Maximum Price;
  - 5.4.2.2 The Construction Manager's estimate of the cost of all other Work to be performed but not yet bid, excluding the approved deductive alternates unless said Work can be incorporated into the Contract Documents by application of the contingency per the provisions of paragraphs 3.3.1 through 3.3.5, with the consent of the Construction Manager which consent shall not be unreasonably withheld;
  - 5.4.2.3 The installation cost of items to be procured by the Principal Representative and assigned to the Construction Manager for installation, as defined in the Contract Documents;
  - 5.4.2.4 The estimated maximum cost of all Work to be performed by the Construction Manager;
  - 5.4.2.5 Construction Manager's Fee as provided under this Agreement;

- 5.4.2.6 The cost of all Performance and Labor and Material Payment Bonds furnished by the Construction Manager pursuant to the Contract General Conditions, Article 16;
  - 5.4.2.7 The premiums for insurance to protect the Project pursuant to the Contract General Conditions, Article 25; and
  - 5.4.2.8 Authorized adjustments as set forth elsewhere in this Agreement, to include but may not be limited to: taxes; fees for licenses, and royalties; special conditions, commissioning, start-up services, and warranty support; and contingencies.
- 5.4.3 The Guaranteed Maximum Price proposal as set forth in paragraph 5.3.1 shall:
- 5.4.3.1 Set forth a stated not to exceed dollar amount;
  - 5.4.3.2 Set forth the Schedule of Values therefore which shall be consistent with previously approved Schedules of Values, as adjusted as required pursuant to Design Development cost estimating;
  - 5.4.3.3 Contain no conditions or exceptions;
  - 5.4.3.4 Not exceed the Fixed Limit of Construction Cost;
  - 5.4.3.5 Contain no allowances except for those set forth in **Exhibit H.4**, Allowance Schedule of which all allowances are to be a not-to-exceed dollar amount; and
  - 5.4.3.6 Be substantiated with complete supporting documentation acceptable to the Principal Representative, to clearly define the anticipated Work to be performed by the Construction Manager and facilitate a determination thereafter when final drawings and specifications are released for construction, as to whether there has been an increase in the Work required of the Construction Manager in the documents released for construction from the Design Development documents on which the Guaranteed Maximum Price was based. If at any time thereafter, any Claim is asserted by the Construction Manager for an increase to the Contract Sum or Guaranteed Maximum Price and/or extension of the Contract Time because of an alleged increase in the Work to be performed by the Construction Manager as contained in the drawings or specifications released for construction, the Design/ Build Entity shall be required to satisfactorily demonstrate the increase in the Work; otherwise the Construction Manager shall be entitled to no increase in the Contract Sum, Guaranteed Maximum Price or extension of the Contract Time.
- 5.4.4 If, through no fault on the part of the Construction Manager, and after receiving reasonable cooperation by the Principal Representative, the Construction Manager submits a Guaranteed Maximum Price proposal contrary to the provisions of paragraph 5.4.2 and 5.4.3, the proposal may be rejected by the Principal Representative; the Principal Representative shall be under no obligation to award subsequent Bid Packages; the Principal Representative may declare the Construction Manager to be in default; and payment may be withheld from the Construction Manager, excepting the Construction Manager's reasonable costs incurred, up and until a Guaranteed Maximum Price is furnished in accordance with the foregoing.
- 5.4.5 If, in developing a Guaranteed Maximum Price, the Construction Manager believes any documentation or information, consistent with the Design Development level of documentation, is not sufficiently complete to clearly define the anticipated Work, the Construction Manager shall be responsible for making all necessary inquiries and requests to establish the same.

- 5.4.6 When the Guaranteed Maximum Price is agreed upon and accepted by the Principal Representative, it shall be made a part of the Contract Documents by Amendment, shall supersede updated summaries, and all documents relating to Schedules of Values and Estimates of Construction; and shall be subject to modification for Changes in the Work as provided in the General Conditions Article 35. If the Construction Manager, in good faith, furnishes the Principal Representative with a Guaranteed Maximum Price proposal which meets the criteria of paragraphs 5.4.1, 5.4.2, and 5.4.3 and the parties fail to mutually agree to that number as set forth above, the parties expressly agree that default termination of the Construction Manager shall not be a remedy therefore under this Agreement, and, the Principal Representative shall be entitled to proceed with the Project and Work as set forth elsewhere in this Agreement.
- 5.4.7 When the Construction Manager provides a Guaranteed Maximum Price, the trade contracts for the Work shall either be with the Construction Manager or shall contain the necessary provisions to allow the Construction Manager to control the performance of the Work. The Principal Representative shall also authorize the Construction Manager to take all steps necessary in the name of the Principal Representative to assure that any separate contractors, having separate contracts with the Principal Representative for the Project, perform their contracts in accordance with their terms.

## 5.5 CONTRACT SUM

- 5.5.1 Subject to the provisions of Article 3, Article 5 and Contract General Conditions Article 50, the Contract Sum shall equal the total of:

5.5.1.1 The Construction Costs as set forth in 3.4.6 and 3.4.7.

5.5.1.2 Authorized adjustments as set forth elsewhere in this Agreement;

and shall be the total amount payable by the Principal Representative to the Construction Manager for the performance of all Work under the Contract Documents.

## ~~5.6 CONDITION PRECEDENT~~

- ~~5.6.1 Financial obligations of the Principal Representative payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.~~

~~5.6.2 At the time of the execution of this Agreement, there are sufficient funds budgeted and appropriated to compensate the Construction Manager only for performance of the Work through and including . Therefore, it shall be a Condition Precedent to the Construction Manager's performance of the remaining Work specified in and the State's liability to pay for such performance, sufficient funding must be made available to the Principal Representative for the Project prior to and, as a further Condition Precedent, a written Amendment to this Agreement is entered into in accordance with the State of Colorado Fiscal Rules, stating that additional funds are lawfully available for the Project. If either Condition Precedent is not satisfied by , the Construction Manager's obligation to perform Work for and the State Buildings Program' obligation to pay for such Work is discharged without liability to each other. If funding is eventually made available after , the Construction Manager has no right to perform the work under of this Agreement and the State has no right to require the Construction Manager to perform said Work.~~

## **ARTICLE 6. OPTIONAL PROVISIONS AND ELECTIONS**



The provisions of this Article alter the preceding Articles or enlarge upon them as indicated (The General Conditions of the Design/Build Guaranteed Maximum Price (GMP) Agreement SC-9.1):  
The Principal Representative and or the State Buildings Program shall mark boxes and initial where applicable.

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

If the box below is marked, certification of apprenticeship utilization is required for all mechanical, sheet metal, fire suppression, sprinkler fitting, electrical and plumbing work on the project.

☐ \_\_\_\_\_ Principal Representative initial

6.2 MODIFICATION OF ARTICLE 46. GUARANTEE INSPECTIONS AFTER COMPLETION

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

☐ \_\_\_\_\_ Principal Representative initial

6.3 MODIFICATION 1 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

6.4 MODIFICATION 2 OF ARTICLE 27. LABOR AND WAGES

If the box is marked, the State prevailing wage statute 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

6.5 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

6.6 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 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 party's right to damages only to the extent noted.



**SIGNATURE APPROVALS:**

**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.**

**THE CONTRACTOR/CONSULTANT:**

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

\_\_\_\_\_  
Legal Name of Contracting Entity

By: \_\_\_\_\_  
Jay Campbell, Associate Vice Chancellor of  
Facilities Management and Planning

Date: \_\_\_\_\_

\_\_\_\_\_  
\*Signature

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

By \_\_\_\_\_  
Name (print) Title

By: \_\_\_\_\_  
Todd Akey, Senior Director of Facilities Projects and  
State Buildings Delegate

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED**  
DEPARTMENT OF LAW  
ATTORNEY GENERAL (or authorized Delegate)

By: \_\_\_\_\_  
Steve Zweck-Bronner, Chris Puckett or Jenny Willits  
Special Assistant Attorney General

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: \_\_\_\_\_  
Amy Gannon, Associate Vice Chancellor for  
Financial Services and Controller or  
Delegate

Date: \_\_\_\_\_

STATE OF COLORADO  
OFFICE OF THE STATE ARCHTTECT  
STATE BUILDINGS PROGRAM



**THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER/GENERAL  
CONTRACTOR (CM/GC) AGREEMENT**  
(STATE FORM SC 6.51)

---

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

**THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR  
(CM/GC) AGREEMENT  
(STATE FORM SC-6.51)**

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

**THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER/GENERAL  
CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.51)**

**ARTICLE 1. DEFINITIONS**

**A. 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. Construction Manager/General Contractor (CM/GC) Agreement; (SC-6.5.);
  - 1.1 Construction Manager's Fee Proposal, All Appendices, Addenda and Clarifications
  - 1.2 The Request for Proposals, All Appendices, Addenda and Clarifications;
2. Performance Bond (SC-6.22) and Labor and Material Payment Bond (SC-6.221);
3. These General Conditions of the Construction Manager/General Contractor (CM/GC) Agreement (SC- 6.5.1) and if applicable, Supplementary General Conditions;
4. Drawings, including all addenda issued prior to the Notice to Proceed to Commence Construction Phase (SBP-8.261);
5. Change Orders (SC-6.31) and Amendments (SC-6.0B), if any, when properly executed;
6. Notice of Award (SBP-6.15);
7. Builder's Risk insurance certificates of insurance (ACORD 25-S);
8. Liability and Workers' compensation certificates of insurance;
9. Notice to Proceed to Commence Construction Phase (SBP-6.261);
10. Notice of Approval of Occupancy/Use (SBP-01);
11. Notice of Partial Substantial Completion (SBP-071);
12. Notice of Substantial Completion (SBP-07);
13. Notice of Partial Final Acceptance (SC-6.27);
14. Notice of Final Acceptance (SBP-6.271);
15. Notice of Partial Contractor's Settlement (SC-7.3);
16. Notice of Contractor's Settlement (SBP-7.31);
17. Application and Certificate for Contractor's Payment (SBP-7.2);
18. Other procedural and reporting documents or forms referred to in the General Conditions, the Supplementary General Conditions, and 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.

**B. 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 Construction Manager for the performance of the Work and payment therefore, on State Form SC-6.5. The term Agreement when used without reference to State Form SC-6.5 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" shall be defined as provided in Article 3.8 of the Agreement, Amendments and Change Orders.
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. **BID PACKAGE.** Bid Package describes all documents that relate to a specific scope of work, including the drawings, specifications, documents, estimates, bid forms and bid bonds relevant to a discrete portion of or a complete construction Project.
5. **CHANGE ORDER.** The term "Change Order" means a written order directing the Construction Manager to make changes in the Work, in accordance with Article 35A, The Value of Changed Work and Article 3.8 of the Agreement (SC-6.5), Amendments and Change Orders.
6. **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.
7. **CONSTRUCTION MANAGER/GENERAL CONTRACTOR.** The words "Construction Manager/General 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. The Construction Manager/General Contractor may also be referred to as the "Construction Manager" or "Contractor" in this agreement or in related exhibits, attachments, contract modification or procedural documents.
8. **CONSTRUCTION MANAGER/GENERAL CONTRACTOR'S SCOPE NARRATIVE.** Shall be defined as the bilateral agreement concerning final scope, which is developed cumulatively and simultaneously with each of the Bid Packages and is agreed upon during review of the final scope as it pertains to each Bid Package.
9. **CONSULTANT.** The term "Consultant" shall mean a person, firm or corporation supplying design/consulting services for the Project. Design professionals and consultants are directly contracted to the Architect/Engineer or the Principal Representative.
10. **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.
11. **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.
12. **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.
13. **FAST TRACK CONSTRUCTION.** The term "Fast Track Construction" is a methodology where portions of the Work could have their design completed as separate Construction Phase(s) and may be under construction before other portions of the Work are fully designed.
14. **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.
15. **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.
16. **GUARANTEED MAXIMUM PRICE.** The term "Guaranteed Maximum Price" shall mean the maximum amount for which the Work shall be accomplished and it shall be computed by the Construction Manager in accordance with the provisions of paragraph 5.4 of the Agreement and as approved by the Principal Representative.

17. NOTICE. The term "Notice" shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 8 of the Agreement. Notice Identification, or to such other person as either party identifies in writing to receive Notice. Notice by facsimile transmission where proper transmission is evidenced shall be adequate where facsimile numbers are included in Article 7 of the Agreement, or to such other person as either party identifies in writing to receive Notice or in the absence of the identified party, a principal of the Construction Manager. Notice by facsimile transmission where proper transmission is evidenced shall be adequate where facsimile numbers are included in Article 7 of the Agreement. Notwithstanding an email delivery or return receipt, email Notice shall not be adequate. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.
18. 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.
19. OWNER. The term "Owner" shall mean the Principal Representative.
20. PRECONSTRUCTION. The term "Preconstruction" shall mean the Work done by the Construction Manager in the management and definition of the project prior to the awarding of construction contracts for any bid package.
21. 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 Construction Manager 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.
22. PRODUCT DATA. The term "Product Data" shall mean all submittals in the form of printed manufacturer's literature, manufacturer's specifications, and catalog cuts.
23. 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.
24. 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 Construction Manager 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.
25. SAMPLES. The term "Samples" shall mean examples of materials or Work provided to establish the standard by which the Work will be judged.
26. 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).
27. 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 Construction Manager/General Contractor's (CM/GC) Agreement).
28. 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.
29. SHOP DRAWINGS. The term "Shop Drawings" shall mean any and all detailed drawings prepared and submitted by Construction Manager, Subcontractor at any tier, vendors or manufacturers providing the products and equipment specified on the Drawings or called for in the Specifications.
  30. 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.
  31. 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.
  32. SUBCONSULTANT. The term "Subconsultant" shall mean a person, firm or corporation supplying design/consulting services for the Project. Design and other professionals directly contracted to the Architect/Engineers are considered subconsultants.
  33. 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 Construction Manager.
  34. SUBMITTALS. The term "submittals" means drawings, lists, tables, documents and samples prepared by the Construction Manager 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.
  35. 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.
  36. SUPPLIER. The term "Supplier" shall mean any manufacturer, fabricator, distributor, material man or vendor.
  37. SURETY. The term "Surety" shall mean the company providing the labor and material payment and performance bonds for the Construction Manager as obligor.
  38. 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.
  39. 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 Construction Manager to meet the Construction Manager's obligations under the Contract.

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

### **A. EXECUTION**

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

1. Execute the Agreement, State Form SC-6.5.
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 6.1 of the Construction Manager/General Contractor Agreement ( SC-6.5) 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.

### **B. CORRELATION**

By execution of the Agreement the Construction Manager represents that the Construction Manager 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 Construction Manager shall have the same explained or adjusted by the Architect/Engineer before proceeding with the Work in question. In the event of the Construction Manager's failure to give prior written Notice of any such errors or disagreements of which the Construction Manager or the Subcontractors at any tier are aware, the Construction Manager 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 Principal Representative, or the Architect/Engineer with consent of the Principal Representative, 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 Minimum Requirements of the Request for Proposals;
2. The Construction Manager's Fee Proposals;
3. The Agreement (SC-6.5);

4. The Supplementary General Conditions, if any;
5. The General Conditions (SC-6.51); and
6. 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall endeavor to return all Drawings and Specifications.

The Construction Manager may retain the Construction Manager'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 Construction Manager 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 Construction Manager to timely interpret and make decisions with respect to questions relating to the design or concerning the Contract Documents. The Principal Representative may consent with such decision by the Design Build Entity's Architect/Engineer or amend/revise such decision at the discretion of the Principal Representative.

##### **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 Construction Manager'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 Construction Manager, 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 Construction Manager 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 Construction Manager 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 Construction Manager shall proceed with the ordered Work. Disagreement with the decision of the Architect/Engineer shall not be grounds for the Construction Manager 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 Construction Manager 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 Construction Manager, 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 Construction Manager 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 Construction Manager. The Construction Manager 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 Construction Manager 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 Construction Manager's expense.

If any other portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to its being covered, it may request to see such work and it shall be uncovered by the Construction Manager. 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 Construction Manager shall pay such costs unless it is found that this condition was caused by the Principal Representative or a separate Construction Manager as provided in Article 18, in which event, the Principal Representative shall be responsible for the payment of such costs.

#### **ARTICLE 7. CONSTRUCTION MANAGER'S SUPERINTENDENCE AND SUPERVISION**

The Construction Manager 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 Construction Manager and ceases to be in his or her employ. The project manager shall represent the Construction Manager for the Project, and in the absence of the Construction Manager, all directions given to the project manager shall be as binding as if given to the Construction Manager. Directions



received by the project manager shall be documented by the project manager and communicated in writing with the Construction Manager.

The Construction Manager 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/Construction Manager and ceases to be in his or her employ. The superintendent shall represent the Project Manager/Construction Manager in his or her absence and all directions given to the superintendent shall be as binding as if given to the Project Manager/Construction Manager. Directions received by the superintendent shall be documented by the superintendent and confirmed in writing with the Project Manager/Construction Manager.

The Construction Manager 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 Construction Manager 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 Construction Manager knew or had reason to know, that damage would result by proceeding and the Construction Manager 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 **Construction Manager's** superintendent shall establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the **Construction Manager's** Work. The **Construction Manager** 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 Construction Manager 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 Construction Manager shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The **Construction Manager** is fully responsible for all acts and omissions of the **Construction Manager's** employees and shall at all times enforce strict discipline and good order among employees on the site. The **Construction Manager** 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 Construction Manager. 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 Construction Manager's 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 Construction Manager 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 Construction Manager 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 Construction Manager shall maintain records of such payments in respect to the Work, which shall be separate and distinct from all other records maintained by the Construction Manager, and the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall exclude the amount of any applicable federal excise or manufacturers' taxes from the proposal. The Principal Representative will furnish the Construction Manager, on request exemption certificates.

#### D LAWS AND REGULATIONS

The Construction Manager 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 Construction Manager observes that the Drawings or Specifications require Work which is at variance therewith, the Construction Manager 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 Construction Manager shall bear all costs arising from the performance of Work required by the Drawings or Specifications that the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager'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 Construction Manager;

#### B. SAFETY PRECAUTIONS

The Construction Manager 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 Construction Manager.

The Construction Manager 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 Construction Manager shall not permit open fires within the building enclosure. The Construction Manager 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 Construction Manager 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 Construction Manager 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 **Construction Manager** 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 **Construction Manager** has no responsibilities for the emergency, if the **Construction Manager** 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 Construction Manager 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 Construction Manager and Subcontractors to reflect actual constructed conditions including dimensioned locations of underground Work and the Construction Manager'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 Construction Manager shall keep on the job site one copy of all approved addenda, Change Orders and requests for information issued for the Work.

The **Construction Manager** 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 DETAIL DRAWINGS AND INSTRUCTIONS**

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 Construction Manager shall do no Work without proper drawings, specifications or instructions. If the Construction Manager believes additional instructions, specifications or drawings are needed for the performance of any portion of the Work, the Construction Manager 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 Construction Manager shall maintain a log of the requests for information and the responses provided.

The Construction Manager, the Architect/Engineer, and the Principal Representative shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the Work, fixing the dates at which the various detail drawings will be required, and the Architect/Engineer shall furnish them in accordance with that schedule. Under like conditions, a schedule shall be prepared, fixing the dates for the submission of shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the Work.

The Principal Representative may consent with such instructions by the Architect/Engineer or amend/revise such instructions at the discretion of the Principal Representative.

### **B SCHEDULES**

#### **1. Submittal Schedules**

Prior to the Notice to Proceed to Commence Construction for the first construction phase, 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 engaged by the Principal Representative. 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 Construction Manager, 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager's schedules and shall inform the Construction Manager and the Principal Representative of the basis of any refusal to agree to the Construction Manager's schedules. The Principal Representative shall attempt to resolve any disagreements.

## 2. Schedule of Values

Prior to the Notice to Proceed to Commence Construction for the first construction phase, the Construction Manager 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 Construction Manager, 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 Construction Manager 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 as indicated in Article 3.4.6 of the Construction Manager/General Contractor (CMGC) Agreement (SC-6.5).

The cost of subcontracts shall be incorporated in the Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager, further breakdown of subcontracts, including breakdown by labor and materials, may be directed.

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

## 3. Construction Schedules

Prior to the Notice to Proceed to Commence Construction for the first construction phase, the Construction Manager 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 Construction Manager's schedule shall be a critical-path method (CPM) construction schedule. The CPM schedule shall start with the date of the Notice to Proceed to Commence Construction for the first construction phase 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 Construction Manager shall submit monthly updates or more frequently, if required by the Principal Representative, updates of the construction schedule. These updates shall reflect the Construction Manager's "Work in place" progress.

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

When the testing of materials is required by the Specifications, the Construction Manager 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 Construction Manager shall check and field verify all dimensions. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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. CONSTRUCTION MANAGER REPRESENTATIONS**

By preparing, approving, and/or submitting Shop Drawings, Product Data and Samples, the Construction Manager represents that the Construction Manager 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 Construction Manager shall furnish for approval, with such promptness as to cause no delay in his or her Work or in that of any other Construction Manager, 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager.

**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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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, Construction Manager 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 Construction Manager 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 PREQUALIFICATION**

Prior to the Notice to Proceed to Commence Construction for the first and subsequent construction phases, the Construction Manager shall submit to the Principal Representative and State Buildings Program a complete list of all known Subcontractors, planned for the Work. The list shall be supplemented as other Subcontractors are determined by the Construction Manager and any such supplemental list shall be submitted to the Principal Representative and State Buildings Program not less than ten (10) days before the Subcontractors commence Work.



**C. SUBCONTRACTOR PROPOSALS**

If Construction Manager utilizes any Subcontractor on this Project, Construction Manager shall request and receive proposals from the Subcontractors and subcontracts will be awarded after the proposals are tabulated in a pre-approved format which compares to the Fixed Limit of Construction Cost budgeted by line item, as indicated in the finalized Construction Manager's Fee Proposal, and, reviewed by the Construction Manager, and Principal Representative.

Should the construction Manager submit a proposal for subcontract Work, the proposal conditions used shall be the same as for all subcontractor proposals. These Construction Manager proposals for subcontract Work shall be submitted to the Principal Representative twenty-four (24) hours prior to receipt of other subcontractor proposals and be opened with the other proposals.

**D. SUBCONTRACT FORMS**

All subcontracts will be between Construction Manager and the Subcontractors. The form of subcontracts shall be furnished to the Principal Representative for review and consent as to form, which consent shall not be unreasonably withheld.

**E. SUBCONTRACTOR SUBSTITUTION**

The substitution of any Subcontractor listed in the Construction Manager's bid shall be justified in writing not less than ten (10) days after the date of the Notice to Proceed to commence construction for the first and subsequent construction phases, 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 Construction Manager shall bear any additional cost incurred by such substitutions.

**F. CONSTRUCTION MANAGER RESPONSIBLE FOR SUBCONTRACTORS**

The Construction Manager shall not employ any Subcontractor that the Architect/Engineer, within ten (10) days after the date of receipt of the Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager.

**ARTICLE 16. RELATIONS OF CONSTRUCTION MANAGER AND SUBCONTRACTOR**

The Construction Manager 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 Construction Manager 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 Construction Manager cause damage to any separate contractor on the Work, the Construction Manager 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 Construction Manager, who shall defend such proceedings if requested to do so by Principal Representative. If any judgment against the Principal Representative arises there from, the Construction Manager shall pay or satisfy it and pay all costs and reasonable attorney fees incurred by the Principal Representative, in accordance with Article 53H, Indemnification, provided the Construction Manager 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 Construction Manager 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 Construction Manager's Work depends, for proper execution or results, upon the Work of any other contractor, the Construction Manager 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 Construction Manager 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 Construction Manager's Work after the execution of the Construction Manager's Work.

To insure the proper execution of subsequent Work, the Construction Manager 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 Construction Manager 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 Construction Manager shall not unreasonably encumber the premises with materials.

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

#### **ARTICLE 20. CUTTING, FITTING OR PATCHING**

The Construction Manager 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 Construction Manager 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 Construction Manager's compliance with all statutory or regulatory requirements to call for utility locates. When actual conditions deviate from those shown the Construction Manager shall comply with the requirements of Article 37, Differing Site Conditions. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall secure proper written permission before executing such new construction. The Construction Manager will be required to furnish a proper release before final acceptance of the Work.

**ARTICLE 22. UNSUITABLE CONDITIONS**

The Construction Manager 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 Construction Manager 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 Construction Manager provided Notice of any additional cost.

**ARTICLE 23. TEMPORARY FACILITIES**

**A. OFFICE FACILITIES**

The Construction Manager 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 Construction Manager 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 Construction Manager desires to put the permanent system into use, in whole or in part, the Construction Manager 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 Construction Manager 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 Construction Manager shall provide manufacturers' extended warranties from the date of the Construction Manager's use prior to the date of the Notice of Substantial Completion.

**C. WEATHER PROTECTION**

The Construction Manager shall, at all times, provide protection against weather, so as to maintain all Work, materials, apparatus and fixtures free from injury or damages. The Construction Manager shall provide weather-tight storage on substantial floors at least six (6) inches off the ground for all materials requiring protection from the weather.

**D. DUST PARTITIONS**

If the Work involves Work in an occupied existing building, the Construction Manager 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 Construction Manager 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 Construction Manager to layout the Work and ascertain all grades and levels as needed.

**F. SIGN**

The Construction Manager 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 Construction Manager 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 Construction Manager 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 the Construction Manager or any subcontractors.

**ARTICLE 24. CLEANING UP**

The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction

Manager or by any Subcontractor under him or anyone directly or indirectly employed by the Construction Manager 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 Construction Manager shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

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

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

Coverages:  
Specific waiver of subrogation

- D. WORKERS' COMPENSATION INSURANCE

The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager, Subcontractors and Sub-subcontractors in the Project as named insureds.

All associated deductibles shall be the responsibility of the Construction Manager. 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 Construction Manager's services and expenses required as a result of such insured loss.

Construction Manager shall maintain Builders Risk coverage including partial use by Owner.

The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager is providing directly or indirectly Work with pollution/environmental hazards, the Construction Manager 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 Construction Manager;
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 Construction Manager 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 Construction Manager 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 Construction Manager in obtaining and/or maintaining any required insurance shall not relieve the Construction Manager from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Construction Manager 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 Construction Manager from its obligation to meet the insurance requirements contained in these General Conditions.

**ARTICLE 26. CONSTRUCTION MANAGER'S PERFORMANCE AND PAYMENT BONDS**

The Construction Manager 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 Construction Manager shall furnish to State Buildings Program within ten (10) days after receipt of Notice from the State or after the Construction Manager 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. If the Federal Davis-Bacon Act shall be applicable to the Project, as indicated in Article 6.2 (Construction Manager/General Contractor Agreement SC-6.5), Modification of Article 27, the minimum wage rates to be paid on the Project will be specified in the Contract Documents.
- 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 electronic payroll reports to the State in a format approved by OSA 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 Construction Manager 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 Construction Manager 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 53H, Indemnification; provided, however, the Construction Manager 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 Construction Manager is unaware, or for any patent violations based on specified processes that the **Construction Manager** is unaware are patented or that the **Construction Manager** should not have had reason to believe were patented.

#### **ARTICLE 29. ASSIGNMENT**

Except as otherwise provided hereafter the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager or the assignee.

#### **ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE**

The Construction Manager 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 Construction Manager 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 Construction Manager.

If the Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager and the Surety, remove them and may store the material at the Construction Manager's expense. The Principal Representative may accomplish the removal and replacement with its own forces or with another contractor. If the Construction Manager 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 Construction Manager. If the Construction Manager shall commence and diligently pursue such removal and replacement before the expiration of the seven-day period, or if the Construction Manager 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 Construction Manager disagrees with the Notice to remove Work or materials condemned or declared irreparably defective, the Construction Manager 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 Construction Manager 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 Construction Manager's responsibility to notify the Architect/Engineer at least forty-eight (48) hours in advance of such covering operation. If the Construction Manager fails to provide such notification, Construction Manager 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 Construction Manager shall coordinate with the Architect/Engineer regarding the continuing covering operation.

#### **ARTICLE 31. APPLICATIONS FOR PAYMENTS**

##### **A. CONSTRUCTION MANAGER'S SUBMITTALS**

On or before the first day of each month and no more than five days prior thereto, the Construction Manager 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 Construction Manager shall submit the application for payment to the Architect/Engineer on State forms SBP-7.2, Application and 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 Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager's application for payment, a copy shall be forwarded to the Construction Manager.

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 Construction Manager 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 Construction Manager is entitled, or return the application for payment to the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager, and the Principal Representative. Any such request shall be supported by a written approval from the Surety furnishing the Construction Manager'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 Construction Manager, 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 Construction Manager'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 Construction Manager 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 Construction Manager'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~~ Construction Manager's Application for Payment, and shall be a representation by the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager/General Contractor (CM/GC) 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 Construction Manager of intent to do so, make reasonable reductions from the amounts otherwise due the Construction Manager on the next application for payment. Notice shall specify the amount or terms of any contemplated reduction. The Construction Manager may during this period correct or perform the Work. If the Construction Manager 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 Construction Manager 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 Construction Manager 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 35D, 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 Construction Manager and the Principal Representative cannot agree on the value of extra Work, the Principal Representative may order the Construction Manager 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 Construction Manager pursuant to the claims process in Article 36, Claims.

3. Except as otherwise provided in Article 35B, Detailed Breakdown, below, 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 Construction Manager's bid or the Agreement, a detailed change proposal shall be submitted by the Construction Manager 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 Construction Manager 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 Construction Manager or to Subcontractors for the portion of Work performed with their own forces:                 | 10%      | 5%     | 0%         |
| To the Construction Manager 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 Construction Manager 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 Construction Manager's application for payment.

The Principal Representative reserves the right to contract with any person or firm other than the Construction Manager for any or all extra Work; however, unless specifically required in the Contract Documents, the Construction Manager 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

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 Construction Manager 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 Construction Manager commences the Work.

In the event the Construction Manager encounters any materials reasonably believed to be hazardous substances which have not been rendered harmless, the Construction Manager 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 Construction Manager, 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 Construction Manager.

**The Construction Manager 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 Construction Manager, 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager, 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 Construction Manager/General Contractor (CM/GC) Agreement (SC-6.5), 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-6.5), unless one of the following occurs: (1) the Construction Manager 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 Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager's Work, involve extra cost, extra time or changes in the scope of the Work under this Contract, the Construction Manager 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 Construction Manager 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 Construction Manager is delayed by the lack of a response to a request for a decision by the Architect/Engineer, the Construction Manager 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 Construction Manager shall proceed with the Work as originally directed. Where the Construction Manager's claim involves a dispute concerning the value of Work unilaterally directed pursuant to Article 35A2 the Construction Manager shall also proceed with the Work as originally directed while his or her claim is being considered.

The Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager and Principal Representative agree) after receipt of the Construction Manager's Notice of claim regarding such instructions or alleged act or omission. If no response to the Construction Manager's claim is received within seven (7) business days of Construction Manager's Notice (or at such other time as the Construction Manager 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 Construction Manager's claim that is denied.

If the Construction Manager 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 Construction Manager. The Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager's giving Notice (or such other date as the Construction Manager 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 Construction Manager's claim.

Either the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall proceed diligently with the Work directed.

In all cases where the Construction Manager proceeds with the Work and seeks equitable adjustment by filing a claim and or statutory appeal, the Construction Manager 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 Construction Manager in respect of such extra costs shall be limited to reimbursement for the current additional expenditure by the Construction Manager 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 Construction Manager 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 Construction Manager'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 Construction Manager under this clause shall be allowed unless the Construction Manager 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 Construction Manager for an equitable adjustment hereunder shall be allowed if not quantified and presented prior to the date the Construction Manager requests a final inspection pursuant to Article 41A, Notice Of Completion.

#### **ARTICLE 38. DELAYS AND EXTENSIONS OF TIME**

If the Construction Manager 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 Construction Manager or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Construction Manager'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 Construction Manager shall be able to show he or she could not have avoided by the exercise of due diligence.

The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 52G, Prohibited Terms, 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, Partnering, 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 6.3, Construction Manager/General Contractor (CM/GC) Agreement (SC-6.5), 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 Construction Manager 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, the Architect/Engineer, State Buildings Program and the Construction Manager. 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 Construction Manager 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 Construction Manager 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 Construction Manager shall file a written Notice with the Architect/Engineer that the Work, or such discrete physical portion, in the opinion of the Construction Manager, is substantially complete under the terms of the Contract. The Construction Manager 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 Construction Manager and the Notice shall then be resubmitted.

##### **B. FINAL INSPECTION**

Within ten (10) days after the Construction Manager files written Notice that the Work is substantially complete, the Architect/Engineer, the Principal Representative, and the Construction Manager 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 Construction Manager 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 Construction Manager:

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 Construction Manager, the Principal Representative, and State Buildings Program. The Architect/Engineer's final punch list shall control over the Construction Manager's preliminary punch list.

#### C. NOTICE OF SUBSTANTIAL COMPLETION

Notice of Substantial Completion shall establish the date of substantial completion of the Project. The Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 7.4 of the Construction Manager'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 Construction Manager's proposed punch-list completion schedule shall be the responsibility of the Construction Manager and may be deducted by the Principal Representative from final amounts due to the Construction Manager.

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 Construction Manager 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 Construction Manager 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 Construction Manager, the Principal Representative in his or her discretion may release all amounts due to the Construction Manager 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 Construction Manager 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 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 Construction Manager 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 Construction Manager, the Principal Representative and the State Controller shall withhold from the Construction Manager on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to complete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Construction Manager, 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 Construction Manager all other money not the subject of such action at law or withheld based on the cost to complete unfinished Work or the cost to repair defective Work.

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

#### **ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE**

The Construction Manager warrants that the materials used and the equipment furnished shall be new and of good quality unless specified to the contrary. The Construction Manager 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 Construction Manager of responsibility for defects or faulty materials or Workmanship. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager in the amount of such claims.

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

##### **A. ONE-YEAR GUARANTEE OF THE WORK**

The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager.

The one year guarantee of the Construction Manager'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 Construction Manager'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 Construction Manager 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 Construction Manager'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 Construction Manager 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 6.1, Construction Manager/General Contractor's (CM/GC) Agreement (SC-6.5), 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 Construction Manager 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 Construction Manager, 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 Construction Manager 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 Construction Manager fails to promptly correct all deficiencies and defects shown by this report, the Principal Representative may do so, after giving the Construction Manager 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 Construction Manager 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-7.26).

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 Construction Manager acknowledges that subject to any limitations in the Advertisement for Bids, issued for the Project, the Construction Manager'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 Construction Manager's bid. The Construction Manager 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 6.1, Construction Manager/General Contractor (CM/GC) Agreement (SC-6.5), 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 Construction Manager 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 6.1, Construction Manager/General Contractor (CM/GC) Agreement (SC-6.5), Modification of Article 46.

The Construction Manager and the Construction Manager'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 6.1 of the Construction Manager/General Contractor (CM/GC) Agreement (SC-6.5), 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 6.2 of the Construction Manager/General Contractor (CM/GC) Agreement (SC-6.5), Modification of Article 46, liquidated damages, if any, shall be the amount specified in Article 6.2 of the Construction Manager/General Contractor (CM/GC) Agreement (SC-6.5), Modification of Article 46, for each calendar day in excess of the number of calendar days specified in the Construction Manager'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 6.1 and 6.2 of the Construction Manager/General Contractor (CM/GC) Agreement (SC-6.5), 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 Construction Manager'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 Construction Manager 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 Construction Manager; 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 Construction Manager 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 Construction Manager 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 Construction Manager, 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 Construction Manager 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. Construction Manager'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 Construction Manager 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 Construction Manager in writing stating the reasons therefore. The Construction Manager shall again proceed with the Work when so notified in writing.

The Construction Manager 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 Construction Manager further acknowledges and agrees that in such event that State may, upon Notice to the Construction Manager, 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 Construction Manager 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 Construction Manager for the payment of such a claim only if the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager, which termination shall take effect immediately upon service of Notice thereof on the Construction Manager 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 Construction Manager 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 Construction Manager, such excess shall be paid to the Construction Manager. If, however, the cost, expenses and damages as certified by the Architect/Engineer exceed such unpaid balance of the contract price, the Construction Manager and his or her Surety shall pay the difference to the Principal Representative.
2. The Principal Representative may require the Surety on the Construction Manager's bond to take control of the Work and see to it that all the deficiencies of the Construction Manager 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 Construction Manager 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 Construction Manager 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.
- A. The Principal Representative may take control of all or a portion of the Work and make good the deficiencies of the Construction Manager, or the Surety if the Surety has been substituted for the Construction Manager, 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 Construction Manager and his or her Surety, or to deduct from any payment then or thereafter due the Construction Manager, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of Construction Manager, provided the Architect/Engineer approves the amount thus charged to the Construction Manager. 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 Construction Manager shall be limited in recovery to the compensation provided for in Article 50, Termination for Convenience of State. Termination by the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager within such three-month period or authorized extension thereof. Upon failure of the Construction Manager 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 Construction Manager by reason of the termination and shall thereupon pay to the Construction Manager 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 Construction Manager and the Principal Representative may agree upon the whole or any part of the amount or amounts to be paid to the Construction Manager by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Construction Manager 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 Construction Manager is unable to cancel, the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager will be entitled hereunder.

The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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. CONSTRUCTION MANAGER'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 Construction Manager or of any one employed by him, then the Construction Manager 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 Construction Manager any sum certified that is not disputed in whole or in part by the Principal Representative in writing to the Construction Manager and the Architect/Engineer within thirty (30) days after the Architect/Engineer's certification, then the Construction Manager 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 Construction Manager 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 Construction Manager 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 deemed 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

Construction Manager shall perform its duties hereunder as an independent contractor and not as an employee. Neither Construction Manager nor any agent or employee of Construction Manager shall be deemed to be an agent or employee of the State. Construction Manager shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Construction Manager 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 Construction Manager or any of its agents or employees. Construction Manager shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Construction Manager 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

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

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 Construction Manager harmless; requires the State to agree to binding arbitration; limits Construction Manager'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. Construction Manager hereby certifies and warrants that, during the term of this contract and any extensions, Construction Manager has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Construction Manager 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. Construction Manager has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Construction Manager's services and Construction Manager 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

Subject to C.R.S. § 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in C.R.S. § 39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Construction Manager in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Construction Manager by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Construction Manager, 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.

Construction Manager 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), Construction Manager 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 Construction Manager that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Work under this contract. Construction Manager **(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 Construction Manager 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 Construction Manager participates in the Department program, Construction Manager shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Construction Manager has examined the legal Work status of such employee, and shall comply with all of the other requirements of the Department program. If Construction Manager 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, Construction Manager shall be liable for damages.

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

Construction Manager, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of 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

Construction Manager 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 Construction Manager, 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 Construction Manager.

I. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Construction Manager under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this shall apply. Construction Manager 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"). Construction Manager 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.

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT A**

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**CMGC DESIGNATED SERVICES AND METHOD OF PAYMENT**  
(attached)

**Exhibit A, Designated Services and Method of Payment, requests the CM/GC to include the following items in their estimates for the general conditions. This additional information/clarification is intended to augment the descriptions and requirements included within the actual matrix. Wherever the matrix includes more specific information or this document conflicts with the requirements noted in the matrix, the requirements included in the matrix govern.**

1. A/E Trailer – (Temporary Facilities) - Will not be required.
2. Construction Manager's Payment & Performance Bonds – (Insurance and Bonds) - Base upon preliminary budget, will be adjusted if necessary.
3. General Liability, Automobile, Product Liability, and Excess Liability Insurance – (Insurance and Bonds) - Base upon preliminary budget, will be adjusted as necessary.
4. Builder's Risk Insurance – (Insurance and Bonds) - Base upon preliminary budget, will be adjusted as necessary. Costs begin when the construction starts.
5. Construction (Site) Fencing – (Temporary Facilities) - Assume fencing the entire site for the duration of the construction period.
6. Handrails & Toe Boards – (Temporary Facilities) - Provide allowance based on what would be reasonable for a project of this type and schedule.
7. Opening Protection – (Temporary Facilities) - Provide allowance based on what would be reasonable for a project of this type and schedule.
8. Temporary Stairs – (Temporary Facilities) - Provide allowance based on what would be reasonable for a project of this type and schedule.
9. Temporary Power Service – ( On-Site Utilities and Services) - Provide allowance based on what would be reasonable for a project of this type and schedule.
10. Temporary Heating – (Temporary Heating) – The Temporary Heating Phase of Exhibit A contains and allocates many elements of anticipated reimbursable general conditions and direct costs. Provide appropriate allowances for these elements of reimbursable general conditions costs based upon what would be reasonable for a project of this type and schedule.
11. Field Inspector and trailer – (Quality Control) – The Quality Control Phase of Exhibit A contains and allocates many elements of anticipated reimbursable general conditions and direct costs. If the CM/GC submitting the proposal feels they will require Field Inspectors as part of their staff for managing the project, the appropriate costs should be reflected in the DPE for staff and reimbursable general condition expenses for transportation, office, and equipment. Please note and include as appropriate the other elements of general conditions cost included in Exhibit A's Quality Control Phase, project photographs, operator on-site training, and prepare operation/maintenance manuals.

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES                   | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>PRECONSTRUCTION                             | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| ARCHITECTURAL SELECTION                               |                              |                      |               |                              |                     | X                    |
| STRUCTURAL, MECHANICAL AND<br>ELECTRICAL (CONSULTANT) |                              |                      |               |                              | 1                   | 2                    |
| SPECIAL CONSULTANT SELECTION                          |                              |                      |               |                              |                     | X                    |
| SURVEYOR SELECTION                                    |                              |                      |               |                              |                     | X                    |
| SITE SELECTION RECOMMENDATIONS                        |                              |                      |               |                              | 2                   | 1                    |
| REVIEW DESIGN CONCEPTS                                | X                            |                      |               |                              |                     |                      |
| DEVELOP BID PACKAGES/SUB-<br>CONTRACTING STRATEGY     | 1                            |                      |               |                              | 2                   |                      |
| SITE USE RECOMMENDATIONS                              | 2                            |                      |               |                              | 1                   |                      |
| MATERIAL SELECTION RECOMMENDATIONS                    | 2                            |                      |               |                              | 1                   |                      |
| BUILDINGS SYSTEMS RECOMMENDATIONS                     | 2                            |                      |               |                              | 1                   |                      |
| BUILDING EQUIPMENT RECOMMENDATIONS<br>(MOVEABLE)      | 2                            |                      |               |                              | 2                   | 1                    |
| BUILDING EQUIPMENT RECOMMENDATIONS<br>(FIXED)         | 2                            | 2                    |               |                              | 1                   |                      |
| CONSTRUCTION FEASIBILITY<br>RECOMMENDATIONS           | X                            |                      |               |                              |                     |                      |
| PROJECT MASTER SCHEDULING                             | X                            |                      |               |                              |                     |                      |
| BID PACKAGE RECOMMENDATIONS                           | 1                            |                      |               |                              | 2                   |                      |
| LIFE CYCLE COSTING ANALYSIS                           | 2                            |                      |               |                              | 1                   |                      |
| INFORMAL AND FORMAL VALUE<br>ENGINEERING              | X                            |                      |               |                              |                     |                      |
| ENERGY USE ANALYSIS AND<br>RECOMMENDATIONS            | 2                            |                      |               |                              | 1                   |                      |
| PRELIMINARY TOTAL COST<br>FEASIBILITY REVIEW          | X                            |                      |               |                              |                     |                      |
| LABOR AVAILABILITY REVIEW<br>(SUBCONTRACTORS)         | X                            |                      |               |                              |                     |                      |
| MATERIAL EQUIPMENT AND<br>CONTRACTOR AVAILABILITY     | X                            |                      |               |                              |                     |                      |

Responsibility:

x = Total

1 = Primary

2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES             | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>PROJECT BUDGETING AND<br>COST CONTROL | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| TOTAL PROJECT COST BUDGET                       |                              |                      |               |                              |                     | X                    |
| CONSTRUCTION COST BUDGET                        | X                            |                      |               |                              |                     |                      |
| CONSTRUCTION COST BUDGET ESTIMATES              | X                            |                      |               |                              |                     |                      |
| PRELIMINARY COST MODEL                          | X                            |                      |               |                              |                     |                      |
| SCHEMATIC DESIGN PHASE ESTIMATES                | X                            |                      |               |                              |                     |                      |
| DESIGN DEVELOPMENT PHASE ESTIMATES              | X                            |                      |               |                              |                     |                      |
| BID PACKAGE/SUBCONTRACT ESTIMATES               | X                            |                      |               |                              |                     |                      |
| CASH FLOW PROJECTIONS                           | X                            |                      |               |                              |                     |                      |
| PHASE FUNDING MODELING                          | X                            |                      |               |                              |                     |                      |
| MATERIAL SURVEYS                                | X                            |                      |               |                              |                     |                      |
| TRADE CONTRACTOR ESTIMATES                      | X                            |                      |               |                              |                     |                      |
| CHANGE ORDER ESTIMATES                          |                              |                      | X             |                              |                     |                      |
| SET-UP COST ACCOUNTING                          |                              |                      | X             |                              |                     |                      |
| SET-UP REPORTING METHODS                        |                              |                      | X             |                              |                     |                      |
| SET-UP PAYMENT PROCEDURES                       |                              |                      | 2             |                              |                     | 1                    |
| SET-UP CHANGE ORDER PROCEDURES                  |                              |                      | 1             |                              | 2                   | 1                    |
| CONTINUAL PROJECT COST MONITORING               |                              |                      | 1             |                              | 2                   | 1                    |

Responsibility:

x = Total

1 = Primary

2 = Secondary



## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES                          | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>SUB-CONTRACTING<br>SELECTION AND PURCHASING        | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| SET PRE-QUALIFICATION CRITERIA                               | X                            |                      |               |                              |                     |                      |
| RECOMMEND CONTRACTOR SELECTION METHODS                       | X                            |                      |               |                              |                     |                      |
| RECOMMEND CONTRACTOR AWARD SELECTION METHODS                 | X                            |                      |               |                              |                     |                      |
| DEVELOP CONTRACTOR INTEREST                                  | X                            |                      |               |                              |                     |                      |
| PREPARE BIDDING SCHEDULES                                    | X                            |                      |               |                              |                     |                      |
| CONDUCT PRE-BID CONFERENCE AND ISSUE PLANS                   | X                            |                      |               |                              |                     |                      |
| RECEIVE BIDS   | X                            |                      |               |                              |                     |                      |
| ANALYZE BIDS   | X                            |                      |               |                              |                     |                      |
| RECOMMEND AWARD  | 1                            |                      |               |                              | 2                   |                      |
| VERIFY UNIT COSTS  | X                            |                      |               |                              |                     |                      |
| NEGOTIATE UNION RATES AND MANPOWER COSTS REQUIRED            |                              | X                    |               |                              |                     |                      |
| CONDUCT PRE-AWARD CONFERENCE                                 |                              |                      | X             |                              |                     |                      |
| PREPARE CONTRACTS  | X                            |                      |               |                              |                     |                      |
| SUPPLIER AND SUBCONTRACTOR REVIEW                            | X                            |                      |               |                              |                     |                      |
| ORIGINATE RFI'S AFTER SCREENING                              |                              |                      | X             |                              |                     |                      |
| PREPARE CHANGE ORDERS  |                              |                      | 2             |                              | 1                   |                      |
| VERIFY CORRECTNESS OF QUANTITIES AND PRICES OF CHANGE ORDERS |                              |                      | 1             |                              | 2                   |                      |
| COORDINATE OWNER-SUPPLIED FIXED EQUIPMENT                    |                              |                      | 2             |                              | 1                   | 1                    |

Responsibility:

x = Total

1 = Primary

2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES            | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>CONTRACT DOCUMENTS<br>COORDINATION   | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| FEASIBILITY REVIEW AND<br>RECOMMENDATIONS      | X                            |                      |               |                              |                     |                      |
| CONSTRUCTABILITY REVIEW AND<br>RECOMMENDATIONS | X                            |                      |               |                              |                     |                      |
| SUBCONTRACTOR WORK SCOPING                     | X                            |                      |               |                              |                     |                      |
| RESPONSIBILITY FOR:<br>SAFETY PRECAUTIONS      |                              |                      | X             |                              |                     |                      |
| SAFETY PROGRAMS                                |                              |                      | X             |                              |                     |                      |
| TEMPORARY FACILITIES                           |                              |                      | X             |                              |                     |                      |
| COMMON USE EQUIPMENT                           |                              |                      | X             |                              |                     |                      |
| COMMON USE SERVICES                            |                              |                      | X             |                              |                     |                      |
| REVIEW FOR:<br>JURISDICTIONAL OVERLAP          | X                            |                      |               |                              |                     |                      |
| INCLUSION OF ALL WORK                          | X                            |                      |               |                              |                     |                      |
| PHASE CONSTRUCTION COORD.                      | X                            |                      |               |                              |                     |                      |
| IDENTIFY LONG LEAD ITEMS                       | X                            |                      |               |                              |                     |                      |
| OBTAIN AGENCY APPROVALS                        |                              |                      |               |                              | 2                   | 1                    |
| ASSIST IN OBTAINING PERMITS (AS<br>NEEDED)     |                              |                      | X             |                              |                     |                      |

Responsibility:

x = Total

1 = Primary

2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES            | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>CONSTRUCTION PHASE STAFF             | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| PROJECT MANAGER (AS REQUIRED)                  |                              |                      | X             |                              |                     |                      |
| PROJECT SUPERINTENDENT (AS<br>REQUIRED)        |                              |                      | X             |                              |                     |                      |
| ASSISTANT PROJECT SUPERINTENDENT               |                              |                      | X             |                              |                     |                      |
| MECHANICAL COORDINATOR (AS<br>REQUIRED)        |                              |                      | X             |                              |                     |                      |
| ELECTRICAL COORDINATOR (AS<br>REQUIRED)        |                              |                      | X             |                              |                     |                      |
| OFFICE ENGINEER (AS REQUIRED)                  |                              |                      | X             |                              |                     |                      |
| ENGINEERING AND LAYOUT (AS REQUIRED)           |                              |                      |               | X                            |                     |                      |
| FIELD ENGINEER-LINE AND<br>GRADE (AS REQUIRED) |                              |                      |               | X                            |                     |                      |
| DRAWING CHECKER (AS REQUIRED)                  |                              |                      | X             |                              |                     |                      |
| TIME KEEPER/CHECKER (AS REQUIRED)              |                              |                      | X             |                              |                     |                      |
| SCHEDULING ENGINEER (AS REQUIRED)              |                              |                      | X             |                              |                     |                      |
| PROJECT COORDINATOR                            |                              |                      | X             |                              |                     |                      |
| COST ENGINEER (AS REQUIRED)                    |                              |                      | X             |                              |                     |                      |
| CLERK-TYPIST (AS REQUIRED)                     |                              |                      | X             |                              |                     |                      |
| RODMAN AND HELPERS (AS REQUIRED)               |                              |                      |               | X                            |                     |                      |
| SAFETY ENGINEER (AS REQUIRED)                  |                              |                      | X             |                              |                     |                      |

Responsibility:

x = Total

1 = Primary

2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES                                      | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>TRAVEL AND LODGING   | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| STAFF TRAVEL COST  |                              | X                    |               |                              |                     |                      |
| STAFF TRANSPORTATION   |                              | X                    |               |                              |                     |                      |
| PROJECT STAFF MOVING EXPENSES  |                              | X                    |               |                              |                     |                      |
| PROJECT STAFF SUBSISTENCE COSTS  |                              |                      | X             |                              |                     |                      |
| PHASE:<br>TEMPORARY FACILITIES   |                              |                      |               |                              |                     |                      |
| SAFETY EQUIPMENT AND<br>FIRST AID SUPPLIES                               |                              |                      | X             |                              |                     |                      |
| HANDRAILS AND TOE BOARDS   |                              |                      | X             |                              |                     |                      |
| OPENING PROTECTION   |                              |                      | X             |                              |                     |                      |
| FIRE EXTINGUISHERS   |                              |                      | X             |                              |                     |                      |
| WATCHMAN SERVICE   |                              |                      |               | X                            |                     |                      |
| OFFICE OR TRAILER RENTAL   |                              |                      | X             |                              |                     |                      |
| WATERBOY CUPS  |                              |                      | X             |                              |                     |                      |
| TEMPORARY STAIRS   |                              |                      | X             |                              |                     |                      |
| PROJECT SIGNS  |                              |                      | X             |                              |                     |                      |
| BULLETIN BOARDS  |                              |                      | X             |                              |                     |                      |
| CONSTRUCTION FENCING<br>BARRICADES AND COVERED<br>WALKWAYS (AS REQUIRED) |                              |                      | X             |                              |                     |                      |
| SAFETY NETS (AS REQUIRED)  |                              |                      |               | X                            |                     |                      |
| A/E TEMPORARY OFFICE   |                              |                      | X             |                              |                     |                      |
| TEMPORARY TOILETS  |                              |                      | X             |                              |                     |                      |

Responsibility: x = Total

1 = Primary

2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES  | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>ON-SITE UTILITIES AND<br>SERVICES                                | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| TEMPORARY TELEPHONE INSTALLATION<br>AND EXPENSE (INCLUDING LOCAL A/E)      |                              |                      | X             |                              |                     |                      |
| TEMPORARY POWER SERVICE  |                              |                      | X             |                              |                     |                      |
| POWER SERVICE  |                              |                      | X             |                              |                     |                      |
| TEMPORARY WATER AND HEATING  |                              |                      | X             |                              |                     |                      |
| HEATING ENERGY CHARGES   |                              |                      |               | X                            |                     |                      |
| TEMPORARY WIRING   |                              |                      |               | X                            |                     |                      |
| LIGHT BULBS  |                              |                      |               | X                            |                     |                      |
| DAILY CLEAN-UP   |                              |                      | 1             | 2                            |                     |                      |
| WEEKLY TRASH-REMOVAL   |                              |                      | 1             | 2                            |                     |                      |
| FINAL CLEAN-UP   |                              |                      | 1             | 2                            |                     |                      |
| DUMP PERMITS AND FEES  |                              |                      |               | X                            |                     |                      |
| DEBRIS HAULING/REMOVAL   |                              |                      |               | X                            |                     |                      |
| FLAGMAN/TRAFFIC CONTROL (AS<br>REQUIRED)                                   |                              |                      |               | X                            |                     |                      |
| FUELS FOR INITIAL TANK FILLING   |                              |                      |               | X                            |                     |                      |
| TEMPORARY ROADS  |                              |                      |               | X                            |                     |                      |
| ROADWAY MAINTENANCE  |                              |                      |               | X                            |                     |                      |
| DUST CONTROLS  |                              |                      |               | X                            |                     |                      |
| TEMPORARY EROSION CONTROL  |                              |                      |               | X                            |                     |                      |
| TEMP. WATER /SEWER EXPENSE & WATER<br>EXPENSES - SITE GRADING & COMPACTION |                              |                      |               | X                            |                     |                      |
| TWO-WAY RADIO EQUIPMENT<br>(AS REQUIRED)                                   |                              |                      | X             |                              |                     |                      |
| TRASH CHUTE AND HOPPERS (AS<br>REQUIRED)                                   |                              |                      |               | X                            |                     |                      |

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2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES               | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>ON-SITE EQUIPMENT                       | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| AUTOMOBILE AND FUEL (AS REQUIRED)                 |                              |                      | X             |                              |                     |                      |
| PICK-UP TRUCK AND FUEL (AS REQUIRED)              |                              |                      | X             |                              |                     |                      |
| FLATBED TRUCK AND FUEL (AS REQUIRED)              |                              |                      | X             |                              |                     |                      |
| WATER TRUCK (AS REQUIRED)                         |                              |                      |               | X                            |                     |                      |
| AIR COMPRESSOR AND FUEL (AS<br>REQUIRED)          |                              |                      |               | X                            |                     |                      |
| DEWATERING EQUIPMENT AND FUEL<br>(AS REQUIRED)    |                              |                      |               | X                            |                     |                      |
| TEMPORARY GENERATOR AND FUEL<br>(AS REQUIRED)     |                              |                      | X             |                              |                     |                      |
| DEBRIS REMOVAL/HAULING EQUIPMENT<br>(AS REQUIRED) |                              |                      |               | X                            |                     |                      |
| SNOW REMOVAL (AS REQUIRED)                        |                              |                      | X             |                              |                     |                      |
| TIRES AND MAINTENANCE COST<br>(AS REQUIRED)       |                              |                      | X             |                              |                     |                      |
| FORKLIFT OPERATOR                                 |                              |                      |               | X                            |                     |                      |
| MATERIAL HOIST OPERATOR                           |                              |                      | X             |                              |                     |                      |
| PERSONNEL OPERATOR                                |                              |                      | X             |                              |                     |                      |
| FIXED CRANE OPERATOR                              |                              |                      |               | X                            |                     |                      |
| TRAVEL CRANE OPERATOR                             |                              |                      |               | X                            |                     |                      |

Responsibility:

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1 = Primary

2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES                                | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>TEMPORARY HEATING  | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| REMOVE SNOW AND ICE (AS REQUIRED)                                  |                              |                      | X             |                              |                     |                      |
| TEMPORARY ENCLOSURES (AS REQUIRED)                                 |                              |                      |               | X                            |                     |                      |
| PIPING COST IN BUILDING (AS REQUIRED)                              |                              |                      | X             |                              |                     |                      |
| FUEL COST FOR HEATING (AS REQUIRED)                                |                              |                      |               | X                            |                     |                      |
| POWER COST FOR HEATING (AS<br>REQUIRED)                            |                              |                      | X             |                              |                     |                      |
| FURNACE RENTAL (AS REQUIRED)                                       |                              |                      | X             |                              |                     |                      |
| HEATER RENTAL (AS REQUIRED)  |                              |                      | X             |                              |                     |                      |
| BOILER RENTAL (AS REQUIRED)  |                              |                      | X             |                              |                     |                      |
| OPERATOR - TEMPORARY SYSTEMS<br>(AS REQUIRED)                      |                              |                      | X             |                              |                     |                      |
| OPERATION FIRE WATCH (AS REQUIRED)                                 |                              |                      |               | X                            |                     |                      |
| CLEANING COST (AS REQUIRED)  |                              |                      |               | X                            |                     |                      |
| MAINTENANCE COST (AS REQUIRED)                                     |                              |                      |               | X                            |                     |                      |
| EXTENDED WARRANTY COST (AS<br>REQUIRED)                            |                              |                      |               | X                            |                     |                      |
| FILTER CHANGE (AS REQUIRED)  |                              |                      |               | X                            |                     |                      |
| TEMPORARY OFFICE HEATING<br>(AS REQUIRED)                          |                              |                      | X             |                              |                     |                      |
| TEMP WEATHER PROTECTION & HEATING<br>FOR SUBCONTRACTORS (AS REQ'D) |                              |                      |               | X                            |                     |                      |

Responsibility:

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1 = Primary

2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES                                   | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>REPRODUCTION/PRINTING AND<br>DATA PROCESSING                | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| COST STUDY DOCUMENTS  |                              |                      |               |                              | X                   |                      |
| SYSTEMS STUDY DOCUMENTS   |                              |                      |               |                              | X                   |                      |
| BID PACKAGE SETS (SEE PARAGRAPH 5.1.4)                                |                              |                      |               | 2                            |                     | 1                    |
| BIDDING INSTRUCTIONS  | X                            |                      |               |                              |                     |                      |
| CONSTRUCTION DOCUMENTS ORIGINAL                                       |                              |                      |               |                              | X                   |                      |
| POSTAGE AND EXPRESS COSTS<br>(CM/GC ISSUES PLANS)                     |                              |                      | X             |                              |                     |                      |
| AS-BUILT SUB-DOCUMENTS  |                              |                      |               | X                            |                     |                      |
| AS-BUILT DOCUMENTS  |                              |                      | X             |                              |                     |                      |
| ACCOUNTING FORMS  |                              | X                    |               |                              |                     |                      |
| FIELD REPORTING FORMS   |                              |                      | X             |                              |                     |                      |
| SUBCONTRACT AGREEMENT FORMS   | X                            |                      |               |                              |                     |                      |
| SCHEDULE REPORT FORMS   |                              |                      | X             |                              |                     |                      |
| ESTIMATING FORMS  | X                            |                      |               |                              |                     |                      |
| COST REPORTING FORMS  | X                            |                      |               |                              |                     |                      |
| VALUE ANALYSIS STUDIES PRINTING                                       | X                            |                      |               |                              |                     |                      |
| DATA PROCESSING (MAIN OFFICE)   |                              | X                    |               |                              |                     |                      |
| REFERENCE MATERIALS   |                              |                      | X             |                              |                     |                      |
| SHOP DRAWING PRINTING   |                              |                      |               | X                            |                     |                      |
| ON-SITE FAX AND COPIER  |                              |                      | X             |                              |                     |                      |
| DATA PROCESSING (ON-SITE)   |                              |                      | X             |                              |                     |                      |
| MAINTENANCE MANUALS (FROM SUBS) AND<br>OPERATIONS MANUALS (FROM SUBS) |                              |                      |               | X                            |                     |                      |

Responsibility:

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## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES           | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>QUALITY CONTROL                     | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| FIELD INSPECTOR (AS REQUIRED)                 |                              |                      | X             |                              |                     |                      |
| INSPECTORS' OFFICE (AS REQUIRED)              |                              |                      | X             |                              |                     |                      |
| INSPECTORS' TRANSPORTATION<br>(AS REQUIRED)   |                              |                      | X             |                              |                     |                      |
| INSPECTORS' EQUIPMENT (AS REQUIRED)           |                              |                      | X             |                              |                     |                      |
| SPECIAL INSPECTION CONSULTANTS                |                              |                      |               |                              |                     | X                    |
| SPECIAL TESTING CONSULTANTS                   |                              |                      |               |                              |                     | X                    |
| CONCRETE SUBSTRUCTURE-<br>OBSERVATIONS        |                              |                      |               |                              |                     | X                    |
| CONCRETE TESTING                              |                              |                      |               |                              |                     | X                    |
| MASONRY TESTING                               |                              |                      |               |                              |                     | X                    |
| COMPACTION TESTING                            |                              |                      |               |                              |                     | X                    |
| WELDING TESTING                               |                              |                      |               |                              |                     | X                    |
| PIER INSPECTION/TESTING                       |                              |                      |               |                              |                     | X                    |
| SOILS INVESTIGATION                           |                              |                      |               |                              |                     | X                    |
| SPECIAL TESTING SERVICES<br>(EXCEPT AS NOTED) |                              |                      |               |                              |                     | X                    |
| PROJECT PHOTOGRAPHS                           |                              |                      | X             |                              |                     |                      |
| WARRANTY INSPECTIONS                          |                              | 1                    |               |                              | 2                   |                      |
| AIR AND WATER BALANCING                       |                              |                      |               | X                            |                     |                      |
| OPERATOR ON-SITE TRAINING                     |                              |                      | X             |                              |                     |                      |
| PREPARE OPERATION/MAINTENANCE<br>MANUALS      |                              |                      | 2             | 1                            |                     |                      |

Responsibility:

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2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES                       | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>PERMITS AND SPECIAL FEES                        | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| STORAGE YARD RENTAL                                       |                              |                      |               | X                            |                     |                      |
| PARKING LOT RENTALS AND SHUTTLE<br>EXPENSES (AS REQUIRED) |                              |                      |               | 2                            |                     | 1                    |
| FIELD OFFICE STAFF PARKING FEES                           |                              |                      | X             |                              |                     |                      |
| SIGN PERMITS  |                              |                      | X             |                              |                     |                      |
| STREET/CURB PERMIT  |                              |                      |               | X                            |                     |                      |
| BUILDING PERMITS  |                              |                      |               |                              |                     | X                    |
| PLAN CHECK FEES   |                              |                      |               |                              |                     | X                    |
| WATER SYSTEM DEV. FEE                                     |                              |                      |               |                              |                     | X                    |
| SEWER USE & DRAINAGE PERMIT/DEV. FEE                      |                              |                      |               |                              |                     | X                    |
| STORM CONNECTION FEE                                      |                              |                      |               |                              |                     | X                    |
| GAS AND POWER SERVICE CHARGE<br>(PERMANENT)               |                              |                      |               |                              |                     | X                    |
| GAS AND POWER SERVICE CHARGE<br>(TEMPORARY)               |                              |                      |               | X                            |                     |                      |
| STEAM SERVICE CHARGE                                      |                              |                      |               |                              |                     | X                    |
| CHILLER WATER SERVICE CHARGE                              |                              |                      |               |                              |                     | X                    |
| SPECIAL TAP FEES  |                              |                      |               |                              |                     | X                    |
| CONTRACTORS LICENSES                                      |                              | X                    |               |                              |                     |                      |
| CONSTRUCTION EQUIPMENT LICENSES                           |                              | X                    |               |                              |                     |                      |
| CONSTRUCTION EQUIPMENT PERMITS                            |                              |                      |               | X                            |                     |                      |

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## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES          | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>INSURANCE AND BONDS                | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| BUILDERS RISK INSURANCE                      |                              |                      | X             |                              |                     |                      |
| GENERAL LIABILITY, INCLUDING<br>AUTOMOBILE   |                              |                      | X             |                              |                     |                      |
| PRODUCT LIABILITY                            |                              |                      | X             |                              |                     |                      |
| EXCESS LIABILITY COVERAGE                    |                              |                      | X             |                              |                     |                      |
| WORKERS COMPENSATION<br>(FIELD OFFICE STAFF) |                              |                      | X             |                              |                     |                      |
| FICA INSURANCE (FIELD OFFICE STAFF)          |                              |                      | X             |                              |                     |                      |
| FEDERAL UNEMPLOYMENT<br>(FIELD OFFICE STAFF) |                              |                      | X             |                              |                     |                      |
| STATE UNEMPLOYMENT<br>(FIELD OFFICE STAFF)   |                              |                      | X             |                              |                     |                      |
| CONSTRUCTION MANAGER'S<br>PAYMENT BOND       |                              |                      | X             |                              |                     |                      |
| CONSTRUCTION MANAGER'S<br>PERFORMANCE BOND   |                              |                      | X             |                              |                     |                      |
| STATE/LOCAL BONDS                            |                              |                      |               | X                            |                     |                      |
| * SUBCONTRACTOR BONDS                        |                              |                      |               | X                            |                     |                      |

Responsibility:

x = Total

1 = Primary

2 = Secondary

\* ONLY AS MUTUALLY AGREED UPON BETWEEN THE PRINCIPAL REPRESENTATIVE AND THE CM.

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|-------------------------------------|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>OTHER COSTS               | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| CONSTRUCTION EQUIPMENT              |                              |                      |               | X                            |                     |                      |
| CONSTRUCTION SERVICES LABOR         |                              |                      |               | X                            |                     |                      |
| CONSTRUCTION MATERIALS              |                              |                      |               | X                            |                     |                      |
| COST OF DESIGN AND ENGINEERING      |                              |                      |               |                              |                     | X                    |
| A/E FAST TRACK COST EXTRAS          |                              |                      |               |                              |                     | X                    |
| PRELIMINARY SOILS INVESTIGATION     |                              |                      |               |                              |                     | X                    |
| TITLE/DEVELOPMENT COST              |                              |                      |               |                              |                     | X                    |
| BUILDING OPERATION AFTER MOVE-IN    |                              |                      |               |                              |                     | X                    |
| BUILDING MAINTENANCE AFTER MOVE-IN  |                              |                      |               |                              |                     | X                    |
| MOVING COORDINATION                 |                              |                      |               |                              |                     | X                    |
| MOVING COSTS                        |                              |                      |               |                              |                     | X                    |
| COSTS OF EMERGENCY WORK             |                              |                      |               | X                            |                     |                      |
| CM GENERAL OVERHEAD COST            |                              | X                    |               |                              |                     |                      |
| CM PROFIT MARGIN                    |                              | X                    |               |                              |                     |                      |
| GMP FINANCIAL RESPONSIBILITIES      |                              | X                    |               |                              |                     |                      |
| STATE REQUIRED INSPECTIONS          |                              |                      |               |                              |                     | X                    |

Responsibility:

x = Total

1 = Primary

2 = Secondary

## Designated Services and Method of Payment

| CONSTRUCTION<br>MANAGEMENT SERVICES           | REQUIRED OF CM/GC            |                      |               |                              | REQUIRED<br>OF ARCH | REQUIRED<br>OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE:<br>OFF-SITE SERVICES                   | PRE-<br>CONST<br>SVCS<br>FEE | CONST<br>SVCS<br>FEE | GEN<br>CONDS. | DIRECT<br>COST<br>OF<br>WORK |                     |                      |
| CORPORATE EXECUTIVES (AS REQUIRED)            | X                            | X                    |               |                              |                     |                      |
| PRINCIPAL IN CHARGE (AS REQUIRED)             | X                            | X                    |               |                              |                     |                      |
| PROJECT EXECUTIVE (AS REQUIRED)               | X                            | X                    |               |                              |                     |                      |
| LEGAL - BASIC SERVICES (AS REQUIRED)          | X                            | X                    |               |                              |                     |                      |
| ACCOUNTING (AS REQUIRED)                      |                              | X                    |               |                              |                     |                      |
| PURCHASING (AS REQUIRED)                      | X                            |                      |               |                              |                     |                      |
| SAFETY OFFICER (AS REQUIRED)                  |                              | X                    |               |                              |                     |                      |
| EEO OFFICER (AS REQUIRED)                     | X                            | X                    |               |                              |                     |                      |
| SECRETARIAL AND CLERK-TYPIST<br>(AS REQUIRED) | X                            | X                    |               |                              |                     |                      |
| BENEFITS AND VACATIONS FOR ABOVE              | X                            | X                    |               |                              |                     |                      |

Responsibility:

x = Total

1 = Primary

2 = Secondary

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT B**

---

**CONSTRUCTION MANAGER'S CERTIFICATION**

I hereby certify:

- a. That I am the \_\_\_\_\_ and duly authorized representative of the firm of:  
;  
and
- b. That the wage rates and other factual unit costs supporting the compensation to be paid by the State for these professional services are accurate, complete, and current; and
- c. That I understand the original contract price and any additions shall be adjusted to exclude any significant sums by which the State determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs;  
and
- d. That all such contract adjustments shall be made within one year following the end of this contract.

CONSTRUCTION MANAGER

\_\_\_\_\_  
Signature

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT C**

---

**REQUEST FOR PROPOSAL (Dated Sep 15, 2022) & RFP ADDENDUMS**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT D1**

---

**CONSTRUCTION MANAGER'S FEE PROPOSAL**

Note: Supervisory rates and equipment rental rates included in the proposal are for estimating purposes only. These rates are subject to review/audit prior to the first billing and will be adjusted to actual rates for specific individuals and agreed upon rates for equipment.



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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT D2**

---

**NOT USED**



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS

**CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS**

Institution/Agency: University of Colorado Anschutz Medical Campus / GFE

Project No./Name: /

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

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

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

Or

**B. SOLE PROPRIETOR 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 on this day \_\_\_\_\_.

VENDOR:

\_\_\_\_\_  
Vendor Full Legal Name

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT D3**

---

**CONSTRUCTION MANAGER'S CERTIFICATES OF LIABILITY INSURANCE**

After signing this document, you must supply your Certificates of Insurance for review before the University of Colorado Anschutz Medical Campus can continue processing this agreement.

Please email your insurance certificates to:

Elaine Rydberg, [elaine.rydberg@cuanschutz.edu](mailto:elaine.rydberg@cuanschutz.edu)

Greg Filpus, [gregory.filpus@cuanschutz.edu](mailto:gregory.filpus@cuanschutz.edu)

\_\_\_\_\_  
Initial

**ALL COI LANGUAGE MUST MATCH THE EXAMPLE CERTIFICATE BELOW.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

| <b>PRODUCER</b><br>Name of Insurance Broker / Agent<br><br>Street Address<br>City ST ZIP  |                           | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #:   |  |                               |  |        |             |                           |  |             |                           |  |             |                           |  |             |                           |  |             |  |  |             |  |  |
|---|---------------------------|---|--|-------------------------------|--|--------|-------------|---------------------------|--|-------------|---------------------------|--|-------------|---------------------------|--|-------------|---------------------------|--|-------------|--|--|-------------|--|--|
| <b>INSURED</b><br>Named Insured (Architect/Engineer - SC5.1-TC/ SC 5.2) or Consultant (SC 5.3)<br>Street Address<br>City ST ZIP |                           | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Name of Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Name of Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td>Name of Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td>Name of Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> |  | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : | Name of Insurance Company |  | INSURER B : | Name of Insurance Company |  | INSURER C : | Name of Insurance Company |  | INSURER D : | Name of Insurance Company |  | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE   |                           | NAIC #  |  |                               |  |        |             |                           |  |             |                           |  |             |                           |  |             |                           |  |             |  |  |             |  |  |
| INSURER A :   | Name of Insurance Company |   |  |                               |  |        |             |                           |  |             |                           |  |             |                           |  |             |                           |  |             |  |  |             |  |  |
| INSURER B :   | Name of Insurance Company |   |  |                               |  |        |             |                           |  |             |                           |  |             |                           |  |             |                           |  |             |  |  |             |  |  |
| INSURER C :   | Name of Insurance Company |   |  |                               |  |        |             |                           |  |             |                           |  |             |                           |  |             |                           |  |             |  |  |             |  |  |
| INSURER D :   | Name of Insurance Company |   |  |                               |  |        |             |                           |  |             |                           |  |             |                           |  |             |                           |  |             |  |  |             |  |  |
| 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 INSR                           | SUBR WVD                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENTL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | POLICY #      | MM/DD/YY                | MM/DD/YY                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | <input type="checkbox"/>            | <input type="checkbox"/>            | POLICY #      | MM/DD/YY                | MM/DD/YY                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$  |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DEDUCTIBLE<br>RETENTION \$  | <input type="checkbox"/>            | <input type="checkbox"/>            |               | MM/DD/YY                | MM/DD/YY                | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below  | Y/N                                 | N/A                                 | POLICY #      | MM/DD/YY                | MM/DD/YY                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000              |
| D        | PROFESSIONAL LIABILITY  | <input type="checkbox"/>            | <input type="checkbox"/>            | POLICY #      | MM/DD/YY                | MM/DD/YY                | Per Loss Limit \$ 2,000,000<br>Aggregate \$ 2,000,000  |

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

The Regents of the University of Colorado, a Body Corporate, are named 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 regarding Project # . The Professional Liability policy is endorsed to provide a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

## CERTIFICATE HOLDER

## CANCELLATION

The Regents of the University of Colorado, a Body Corporate  
 Project Manager:  
 1945 N. 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

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT E**

---

**SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS AND MINORITY/WOMEN  
BUSINESS ENTERPRISE PARTICIPATION REPORT (ATTACHED)**



University of Colorado  
Denver | Anschutz Medical Campus

## SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS AND MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION REPORT

Institution/Agency: University of Colorado Anschutz Medical Campus / GFE

Project No./Name: /

TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT, EACH CONTRACTOR (INCLUDING ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR) IS REQUESTED TO COMPLY WITH THESE REQUIREMENTS.

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

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

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR

Legal Name of Contracting Entity

\*Signature

By:

Name (print)

Title

Date:

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

### III. REQUIREMENTS

- A. Service-Disabled Veteran-Enterprise (SDVE) means for the purpose of this report, a business who must be incorporated or organized in Colorado or they must maintain a place of business or have an office in Colorado and who are officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs ([www.vip.vetbiz.gov](http://www.vip.vetbiz.gov)) per CRS 24-103-211
- B. Minority Business Enterprise (MBE) means, for the purpose of this report, a business enterprise at least 51 percent that is owned and controlled by minority group members, or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned and controlled by minority group members. Eligible persons are expected to be engaged full time in the day-to-day operation and management of the business. Minority group members are ethnic minorities including African American, Hispanic American, Native American or Asian/Pacific American.
- C. Women Business Enterprise (WBE) means, for the purpose of this report, a business enterprise of at least 51 percent of which is owned and controlled by a woman or women, or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned and controlled by women. Women are expected to be engaged full time in the day-to-day operation and management of the business.

- D. The University of Colorado Denver | Anschutz Medical Campus does not have a certification process for nor does it require MBE's and WBE's to be certified.
- E. The percentages of service-disabled veteran, minority and women-owned business participation will be determined by dollar value of the work subcontracted to or joint ventured with service-disabled veteran, minority, and women-owned firms, as compared to the total dollar value of the bid amount for all work bid under this contract.
- F. Prior to the award of this contract, the contractor will be required to provide to the Principal Representative a list of SDV/M/WBE enterprises, stipulating the dollar amount of each subcontract or supplier of materials on page 2 of this Service-Disabled Veteran, Minority and Women Business Enterprises Participation Report.
- G. The contractor will retain records and documents showing the level of participation for two years following completion of this contract. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by an authorized representative of the Principal Representative, or its designated representatives, and will be submitted to such representatives upon written request.

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR:

SDVOE: Yes ☐ No ☐ MBE: Yes ☐ No ☐ WBE: Yes ☐ No ☐

Total Contract Amount: \$ \_\_\_\_\_.

| Name and Address of SDV/M/WBE Subcontractors and/or Suppliers and/or Self-Performed Work by SDV/M/WBE Primes* | SDVE Contract Amounts | MBE Contract Amounts | WBE Contract Amounts | Type of Work |
|---|-----------------------|----------------------|----------------------|--------------|
|   |                       |                      |                      |              |
|   |                       |                      |                      |              |
|   |                       |                      |                      |              |
|   |                       |                      |                      |              |
|   |                       |                      |                      |              |
|   |                       |                      |                      |              |
|   |                       |                      |                      |              |
|   |                       |                      |                      |              |
|   |                       |                      |                      |              |

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

Total SDVE Contracts      \$ \_\_\_\_\_

Total MBE Contracts:      \$ \_\_\_\_\_

Total WBE Contracts:      \$ \_\_\_\_\_

Total SDVE %      \_\_\_\_\_

Total MBE %:      \_\_\_\_\_

Total WBE %:      \_\_\_\_\_

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT F**

---

**LIST OF PRE-QUALIFIED SUBCONTRACTORS**

(when approved by the Principal Representative and prior to bidding)



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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT G**

---

**SCHEMATIC DESIGN ESTIMATE SUMMARY AND UPDATED SUMMARIES  
(when approved by the Principal Representative)**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT H**

---

**FIRST AMENDMENT (INCORPORATING GMP) EXHIBITS**

- H.1 Guaranteed Maximum Price Documents, Drawings, and Specifications including Addenda and Modifications (when approved by the Principal Representative)
- H.2 Schedule of Bid Package Descriptions and Issuance Dates
- H.3 Schedule of Values
- H.4 Allowance Schedule
- H.5 Detailed Critical Path Method Construction Schedule

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT H.1**

---

**GURANTEED MAXIMUM PRICE DOCUMENTS, DRAWINGS, AND SPECIFICATIONS  
INCLUDING ADDENDA AND MODIFICATIONS (WHEN APPROVE DBY THE PRINCIPAL  
REPRESENTATIVE)**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT H.2**

---

**SCHEDULE OF BID PACKAGE DESCRIPTIONS AND ISSUANCE DATES**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT H.3**

---

**SCHEDULE OF VALUES**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT H.4**

---

**ALLOWANCE SCHEDULE**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT H.5**

---

**DETAILED CRITICAL PATH METHOD CONSTRUCTION SCHEDULE**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I**

---

**SECOND AND SUBSEQUENT AMENDMENT (INCORPORATING BID PACKAGES) EXHIBITS**

- I.1 Drawings and Specifications (when approved by the Principal Representative)
- I.2 All Modifications issued after execution of Amendment(s)
- I.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments
- I.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- I.5 Performance Bond (Form SC-6.22)
- I.6 Labor and Material Payment Bond (Form SC-6.221)
- I.7 Property Insurance Certificates
- I.8 Notice to Proceed to Commence Construction Phase (Form SC 7.26) (when issued)
- I.9 Detailed Critical Path Method Construction Schedules (when approved by Principal Representative).
- I.10 Applicable Prevailing Wage Determinations (if applicable)
- I.11 Apprenticeship Utilization Certifications (SBP6.17) (if applicable)



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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.1**

---

**DRAWINGS AND SPECIFICATIONS (when approved by the Principal Representative)**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.2**

---

**ALL MODIFICATIONS ISSUED AFTER EXECUTION OF AMENDMENT(S)**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.3**

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**SCHEDULE OF VALUES (CONSISTENT WITH GMP SCHEDULE OF VALUES)**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.4**

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**ALLOWANCE SCHEDULE (CONSISTENT WITH GMP ALLOWANCE SCHEDULE)**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.5**

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**PERFORMANCE BOND (SC-6.22)**



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**PERFORMANCE BOND**

Institution/Agency: University of Colorado Anschutz Medical Campus / GFE

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 \_\_\_\_\_  
(AGENCY OR INSTITUTION)

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.

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.6**

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**LABOR AND MATERIAL PAYMENT BOND (SC-6.221)**





STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**LABOR AND MATERIAL BOND**

Institution/Agency: University of Colorado Anschutz Medical Campus / GFE

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 \_\_\_\_\_  
(agency or institution)

hereinafter called "Principal Representative," and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in the performance of the hereinafter identified Contract, or who have performed or shall perform labor in the performance of or in connection with said Contract, hereinafter called "Obligees" in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

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

which Contract is hereby by reference made a part hereof;

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

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

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

(Corporate Seal)

**THE PRINCIPAL**

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Secretary

(Corporate Seal)

**SURETY**

By: \_\_\_\_\_

Attorney-in-fact

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

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

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.7**

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**PROPERTY INSURANCE CERTIFICATES**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.8**

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**NOTICE TO PROCEED TO COMMENCE CONSTRUCTION PHASE (Form SC-7.26) (when issued)**



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**NOTICE TO PROCEED TO COMMENCE CONSTRUCTION PHASE  
(CM/GC CONTRACT)**

Date of Notice: \_\_\_\_\_

Date to be inserted by the Principal Representative

Amendment No./Date: \_\_\_\_\_ / \_\_\_\_\_

Bid Package(s) No.: \_\_\_\_\_

Institution/Agency: University of Colorado Anschutz Medical Campus / GFE

Project No./Name: \_\_\_\_\_ / \_\_\_\_\_

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

To:

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

You are hereby authorized and directed to proceed within ten (10) days from date of this Authorization 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.

By \_\_\_\_\_ Date \_\_\_\_\_  
Todd Akey,  
Senior Director of Facilities Projects  
and State Buildings Delegate

By \_\_\_\_\_ Date \_\_\_\_\_  
Jay Campbell,  
Associate Vice Chancellor Facilities  
Management and Planning

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

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.9**

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**DETAILED CRITICAL PATH METHOD CONSTRUCTION SCHEDULES (when approved by  
principal representative)**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.10**

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**APPLICABLE PREVAILING WAGE DETERMINATIONS (if applicable)**

1. Prevailing Wage:

<https://osa.colorado.gov/state-buildings/prevailing-wage-and-apprenticeship>

2. Wage Determinations:

<https://osa.colorado.gov/state-buildings/prevailing-wage-and-apprenticeship/wage-determinations>

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT I.11**

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**APPRENTICESHIP UTILIZATION CERTIFICATIONS (SBP6.17) (if applicable)**

1. Apprenticeship:

<https://osa.colorado.gov/state-buildings/prevaling-wage-and-apprenticeship>





STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**APPRENTICESHIP UTILIZATION CERTIFICATION**  
**(Public Projects of \$1 million or more)**

Institution/Agency: University of Colorado Anschutz Medical Campus / GFE

Project No./Name: /

For each trade listed below attach documentation that all firms identified participate in apprenticeship programs as described in the Certification Statement below.

| TRADE             | SUBCONTRACTOR |
|-------------------|---------------|
| Mechanical        |               |
| Sheet Metal       |               |
| Fire Suppression  |               |
| Sprinkler Fitting |               |
| Plumbing          |               |
| Electrical        |               |

**CERTIFICATION STATEMENT      § 24-92-115, C.R.S.      (SB 19-196)**

The above named General Contractor certifies and agrees as follows:

That all firms identified above 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 apprentices at a minimum of fifteen percent of its apprentices for at least three of the past five years. The General Contractor shall supply supporting documentation from the United States Department of Labor's office of apprenticeship verifying the certification.

The above documentation shall be made publicly available by the contracting agency through its website within thirty (30) days from when it is submitted.

The General Contractor shall agree to provide additional documentation to the contracting agency regarding affected apprenticeship training programs relating to the requirements above. If a contracting agency determines that a subcontractor has willfully falsified documentation or willfully misrepresented their qualifications, the agency shall direct the General Contractor to terminate the subcontractor contract immediately and the subcontractor will be immediately removed from the public project. At the discretion of the Director of the Department of Personnel, the State may initiate the process to debar the General Contractor pursuant to § 24-109-105, C.R.S., and may pursue any other remedy provided by law.

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GENERAL CONTRACTOR:

\_\_\_\_\_  
Full Legal Name

BY: \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_  
Title

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT J**

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**SALES AND USE TAX FORMS**

1. Colorado Department of Revenue – Certificate of Exemption for State Sales/Use Tax, dated August 25, 2017.
2. Colorado Department of Revenue – Sales Tax Exemption Certificate Multi-Jurisdiction
3. State of Colorado letter confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions dated April 7, 2006
4. City of Aurora Sales and use Tax exemption dated March 12, 2001
5. City and County of Denver confirmation of tax exemption status dated February 19, 2014
6. Colorado Department of Revenue - Contractor Application for Exemption certification

DR 0160 (02/16/11)  
COLORADO DEPARTMENT OF REVENUE  
DENVER CO 80261-0013

# CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

**THIS LICENSE IS  
NOT TRANSFERABLE**

| USE ACCOUNT NUMBER<br>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  |                           |
| <b>I Certify That</b>   |  |   |  |                           |
| Name of Firm (Buyer)<br>The Regents of University of Colorado   |  |   |  |                           |
| Address<br>1800 Grant Street, Suite 600   |  |   |  |                           |
| City<br>Denver  |  | State<br>CO   | ZIP<br>80203                                     |                           |
| <b>Qualifies As (Check each applicable item)</b>  |  |   |  |                           |
| <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<br>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<br>City of Aurora   | State Registration or ID Number<br>98-00799-0000 | City or State<br>Colorado (Boulder campus)              | State Registration or ID Number<br>98-02915-0000 |                           |
| City or State<br>Colorado   | State Registration or ID Number<br>98-02565-0000 | City or State<br>Texas                                  | State Registration or ID Number<br>32002730391   |                           |
| City or State   | State Registration or ID Number                  | City or State   | State Registration or ID Number                  |                           |
| <b>If the list of states and cities is more than six(6), attach a list to this certificate.</b><br>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)<br><i>Robert C. Kuehn</i>  |  | Title<br>Associate Vice President/University Controller |  | Date (MM/DD/YY)<br>9/4/18 |

# 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



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



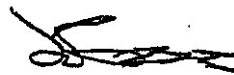
Wayne F. Henderson  
March 12, 2001  
Page Two

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](http://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 of 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





## 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.<br><b>89-</b>  |                                     | Period (MM/YY-MM/YY)                      |  |                                      |
| <b>Must be completed by applicant</b>   |                                     |   |  |                                      |
| <b>Contractor Information</b>   |                                     |   |  |                                      |
| 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)<br>\$ |                                      |
| Fax number  |                                     | Business Phone number                     |  |                                      |
| Colorado withholding tax account number<br>(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).   |                                     |   |  |                                      |
| <b>Exemption Information</b> Copies of contract or agreement page, identifying the contracting parties, bid amount, type of work, and signatures of contracting parties <b>must</b> be attached |                                     |   |  |                                      |
| Name of exempt organization (as show on contract)   |                                     | Exempt organization's number<br><b>98</b> |  |                                      |
| 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)                      |

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.4)**

**EXHIBIT K**

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**BUILDING CODE COMPLIANCE POLICY: COORDINATION OF APPROVED BUILDING  
CODES, PLAN REVIEWS AND BUILDING INSPECTIONS**

**Colorado Office of the State Architect – Building Codes**  
<https://www.colorado.gov/pacific/osa/bldgcodes>

**CU Denver | Anschutz Guidelines and Standards for Design and Construction Projects**  
<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/guidelines-and-standards>

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.4)**

**EXHIBIT L**

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**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS  
CONSTRUCTION MANAGER/GENERAL CONTRACTOR  
SUPPLEMENTARY GENERAL CONDITIONS**

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS  
CONSTRUCTION MANAGER/GENERAL CONTRACTOR  
SUPPLEMENTARY GENERAL CONDITIONS  
Updated 12/21/2021**

**The Construction Manager/General Contractor Agreement shall be amended as follows:**

1. Replace Article 3.6.4 with the following:

A contract-control/project-management software (hereafter "Project Management Software" or "Oracle Aconex") approved AND PROVIDED by the Principal Representative AT NO COST TO THE CONSTRUCTION MANAGER AND ARCHITECT/ENGINEER, shall be used as a primary tool for project control, communication and documentation control by all the project participants, to include the Principal Representative, the Construction Manager and the Architect/Engineer. ALL OTHER PROJECT MANAGEMENT AND FINANCIAL SOFTWARE COSTS SHALL NOT BE REIMBURSED BY THE PRINCIPAL REPRESENTATIVE AND SHALL BE INCLUDED AS PART CONSTRUCTION SERVICES FEE. The Construction Manager shall utilize the Project Management Software to implement a cost forecasting, monitoring, control and reporting system for the Project. The Project Management Software shall be maintained throughout the project, both during the pre-construction and construction phases. Cost analyses shall be based upon data analyses as developed/described within Section 3.3 and shall include analyses of all trades and Project components making a significant contribution for total Project costs. The Project Management Software shall provide for development of a Project cost model, monitoring the design process and periodic reviews of the cost estimates/forecasts to identify variances from the cost model. Additionally, the Project Management Software shall identify variances between actual and budgeted costs and the Fixed Limit of Construction Cost and the Contract Sum.

2. Articles 3.6.4.1 – 3.6.4.10 shall remain unchanged.

3. Add the following Article:

Article 3.6.4.11 The Construction Manager and Architect/Engineer shall use the Project Management Software, Oracle Aconex, and all deployed features. Usage of any other system shall be at the discretion of the Principal Representative and only when approved in advance.

4. The terms University, University of Colorado, University of Colorado Denver, University of Colorado Anschutz Medical Campus, CU Denver, CU Anschutz, CU, and Principal Representative, are interchangeable for this replacement of Article 25.

**Replace Article 25 as follows:**

**ARTICLE 25. INSURANCE**

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.

**COVERAGES AND LIMITS OF INSURANCE**

Contractor shall provide coverage with limits of liability not less than those stated below.

**A General**

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.

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

1. Premises and Operations
2. Explosions, Collapse and Underground Hazards
3. Personal / Advertising Injury
4. Products / Completed Operations
5. Liability assumed under an Insured Contract (including defense costs assumed under contract)
6. Independent Contractors
7. Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
8. Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
9. Additional Insured—Owners, Lessees or Contractors Endorsement (Completed Operations), ISO CG 2037 (7/2004 Edition or equivalent)
10. **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”.**
11. 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.
12. **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.**

| <b>Liability Limits</b>       | <b>General Aggregate</b> | <b>Products/Completed Operation Aggregate</b> | <b>Each Occurrence</b> | <b>Personal/ Advertising Injury</b> |
|-------------------------------|--------------------------|---|------------------------|-------------------------------------|
| 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.

**13. The following exclusionary endorsements are prohibited in the CGL policy:**

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

**C 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

**D Workers Compensation**

1. Statutory Benefits (Coverage A)
2. Employers Liability (Coverage B)
3. Policy shall contain a waiver of subrogation in favor of the Principal Representative.
4. 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 |

**E NOT USED**

**F 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.

1. Covered Cause of Loss: Special Form
2. Include Theft and Vandalism
3. Labor costs to repair damaged work
4. Shall be written for 100% of the completed value (replacement cost basis)
5. Deductible maximum is \$50,000.00
6. Waiver of Subrogation is to apply
7. The Regents of the University of Colorado, a body corporate, shall be added as **Additional Named Insured on Builders Risk.**
8. 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.
9. 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.
10. 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.
11. 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.
12. 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:
  - i. 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
  - ii. 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.**



13. 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.
14. 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.
15. 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.

16. 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.

#### **G Contractors Pollution Liability**

1. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or 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.
2. 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.
3. **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.**
4. Endorsements CA9948 and MCS-90 are required on the Automobile Liability Coverage if the Contractor is transporting any type of hazardous materials.
5. **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 |

#### **H Professional Liability (Errors and Omissions)**

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

1. 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."

2. 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.
3. 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 |

## **I 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.

(Major Revision 01-21-11)

## **5. ARTICLE 53. MISCELLANEOUS. PROVISIONS**

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

I. STATEWIDE CONTRACT MANAGEMENT SYSTEM

b. Add the Following:

K. 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 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:

- a. sexual advances;
- b. requests for sexual favors; or
- c. 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.
- 5. The full Sexual Misconduct policy of the University of Colorado shall be followed and can be found at: <https://www.cu.edu/ope/aps/5014>

L. UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS POLICY ON SECURITY BADGING

- i. All costs and time associated with obtaining a University security badges for Contractor employees and subcontractors working on campus shall be borne by the Contractor. Badging shall be covered by Preconstruction Services Fee or Construction Services Fee and not directly reimbursable.

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT M**

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**NOTICE OF (PARTIAL) SUBSTANTIAL COMPLETION (when issued)**



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 Anschutz Medical Campus / GFE

Project No./Name: /

TO:

Principal Representative

and

<sup>1</sup>  
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<br>(or Authorized Delegate) | Date | Principal Representative<br>(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.





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 Anschutz Medical Campus / GFE

Project No./Name: /

TO:

Principal Representative

and

<sup>1</sup>  
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.

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT N**

---

**NOTICE OF APPROVAL OF OCCUPANCY/USE (when issued)**

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT O**

---

**NOTICE OF (PARITAL) FINAL ACCEPTANCE (when issued)**

Form located on the Colorado Office of the State Architect webpage at:  
<https://www.colorado.gov/pacific/osa/formsproc>



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 Anschutz Medical Campus / GFE

Project No./Name: /

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

TO:

Notice is hereby given that the State of Colorado, acting by and through the Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver, accepts as complete\* the above numbered project.

\_\_\_\_\_  
Todd Akey, Senior Director of Facilities  
Projects and State Buildings Delegate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jay Campbell, Associate Vice  
Chancellor of Facilities Management  
and Planning

\_\_\_\_\_  
Date

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



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 Anschutz Medical Campus / GFE

Project No./Name /

TO:

Notice is hereby given that the State of Colorado, acting by and through the Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver, accepts as complete\* the above numbered project.

\_\_\_\_\_  
Todd Akey, Senior Director of  
Facilities Projects and State Buildings  
Delegate

Date

\_\_\_\_\_  
Jay Campbell, Associate Vice  
Chancellor of Facilities Management  
and Planning

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.

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT P**

---

**NOTICE OF CONTRACTOR'S SETTLEMENT (when issued)**

Form located on the Colorado Office of the State Architect webpage at:  
<https://www.colorado.gov/pacific/osa/formsproc>

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT Q**

---

**NOTICE TO STATE CONTRACTORS VACCINATION REQUIREMENTS**





## NOTICE LETTER TO CONTRACTORS

October 06, 2021

All Contractors Working within CU Denver | Anschutz Medical Campus Facilities Subject:  
  
Vaccination Requirements

Dear Contractor:

On August 31, 2021, pursuant to the [Sixth Amended Public Health Order 20-38](#), Limited COVID Restrictions, all State Contractors and State Contractor Workers who physically enter a State Facility shall comply with the Vaccination Requirements included in Section III of the Order. All State Contractors and State Contractor Workers, including individuals who have been infected with and recovered from COVID-19, shall have received their first dose in a two dose COVID-19 series no later than September 30, 2021 and be Fully Vaccinated by October 31, 2021.

On September 30, 2021 the [Seventh Amended Public Health Order 20-38](#) (PHO or Order), allowed for State Contractor Workers to participate in twice weekly COVID-19 testing if they have an employer approved medical or religious exemption or are unvaccinated.

You are receiving this letter because your company has a contract with University of Colorado Denver|Anschutz Medical Campus and, as part of the performance of that contract, certain of your company's personnel (including any subcontractor personnel) are required to or likely will provide contracted goods or services in person and on-site. Therefore, as a contractor, your company is subject to the vaccination or testing requirements set forth in the Order.

As permitted by the Order, University of Colorado Denver|Anschutz Medical Campus State Contractors shall assume responsibility for verification of full COVID-19 vaccination, approving all exemptions for medical or religious beliefs and determining any accommodations needed for such exemptions.

State Contractors shall verify that each of the identified State Contractor Workers is Fully Vaccinated, or that each of the identified State Contractor Works that is unvaccinated or has a medical or religious exemption is participating in twice weekly COVID-19 testing.

Please be aware that the University of Colorado Denver | Anschutz Medical Campus retains the right to inquire into compliance with the Order's requirements at any time, to include requesting a State Contractor to provide proof of vaccination or a recent negative COVID-19 test.

The State of Colorado values your firm as a contract partner to deliver needed goods or services. Accordingly, we are hopeful that your company will comply with the Order and help the state reduce the spread of the virus. In the meantime, please see COVID-19 Vaccination Requirements for State Contractors FAQs.( <https://dhr.colorado.gov/covid-19-vaccination-requirements-for-state-contractors>)

University of Colorado Denver | Anschutz Medical Campus

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT R**

---

**THIRD AMENDMENT EXHIBITS**

- R.1 Additional Drawings and Specifications (when approved by the Principal Representative)
- R.2 All Modifications issued after execution of previous Amendment(s)
- R.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments
- R.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- R.5 Performance Bond (Form SC-6.22)
- R.6 Labor and Material Payment Bond (Form SC-6.221)

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT S**

---

**FOURTH AMENDMENT EXHIBITS**

- S.1 Additional Drawings and Specifications (when approved by the Principal Representative)
- S.2 All Modifications issued after execution of previous Amendment(s)
- S.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments
- S.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- S.5 Performance Bond (Form SC-6.22)
- S.6 Labor and Material Payment Bond (Form SC-6.221)

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT R**

---

**FIFTH AMENDMENT EXHIBITS**

- T.1 Additional Drawings and Specifications (when approved by the Principal Representative)
- T.2 All Modifications issued after execution of previous Amendment(s)
- T.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments
- T.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- T.5 Performance Bond (Form SC-6.22)
- T.6 Labor and Material Payment Bond (Form SC-6.221)

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT U**

---

**SIXTH AMENDMENT EXHIBITS**

- U.1 Additional Drawings and Specifications (when approved by the Principal Representative)
- U.2 All Modifications issued after execution of previous Amendment(s)
- U.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments
- U.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- U.5 Performance Bond (Form SC-6.22)
- U.6 Labor and Material Payment Bond (Form SC-6.221)

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT V**

---

**SEVENTH AMENDMENT EXHIBITS**

- V.1 Additional Drawings and Specifications (when approved by the Principal Representative)
- V.2 All Modifications issued after execution of previous Amendment(s)
- V.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments
- V.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- V.5 Performance Bond (Form SC-6.22)
- V.6 Labor and Material Payment Bond (Form SC-6.221)

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT W**

---

**EIGHTH AMENDMENT EXHIBITS**

- W.1 Additional Drawings and Specifications (when approved by the Principal Representative)
- W.2 All Modifications issued after execution of previous Amendment(s)
- W.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments
- W.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- W.5 Performance Bond (Form SC-6.22)
- W.6 Labor and Material Payment Bond (Form SC-6.221)



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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT X**

---

**NINETH AMENDMENT EXHIBITS**

- X.1 Additional Drawings and Specifications (when approved by the Principal Representative)
- X.2 All Modifications issued after execution of previous Amendment(s)
- X.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments
- X.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- X.5 Performance Bond (Form SC-6.22)
- X.6 Labor and Material Payment Bond (Form SC-6.221)

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT  
(STATE FORM SC-6.5)**

**EXHIBIT Y**

---

**TENTH AMENDMENT EXHIBITS**

- Y.1 Additional Drawings and Specifications (when approved by the Principal Representative)
- Y.2 All Modifications issued after execution of previous Amendment(s)
- Y.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments
- Y.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- Y.5 Performance Bond (Form SC-6.22)
- Y.6 Labor and Material Payment Bond (Form SC-6.221)

## Appendix D

### ***DIRECT LABOR BURDEN (SBP-6.18)***

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STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**DIRECT LABOR BURDEN CALCULATION**

Institution/Agency: \_\_\_\_\_  
Project No./Name: \_\_\_\_\_

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%                 |

## Appendix E

### ***APPLICABLE PREVAILING WAGE RATES (Not Anticipated)***

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## Appendix F

### ***APPRENTICESHIP CERTIFICATION (SBP-6.17)***

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**NOT APPLICABLE**

## Appendix G

### *Historic Structure Assessment*

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University of Colorado

Boulder | Colorado Springs | Denver | Anschutz Medical Campus



AURARIA  
HIGHER EDUCATION  
CENTER™



**1050 9TH STREET**

HISTORIC STRUCTURE ASSESSMENT

JULY 27, 2022

EUA PROJECT NO.: 822310.01





University of Colorado

Boulder | Colorado Springs | Denver | Anschutz Medical Campus

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**one:**

# INTRODUCTION

1.1 Research Background / Project Parameters PAGE 6

1.2 Building Location PAGE 7

# INTRODUCTION

The purpose of conducting this assessment is to perform an investigation of the current condition and probable cost of rehabilitation of the Historic 1050 9th Street house. The Historic Structure Assessment covers the history, condition, and compliance with current codes of the structure. The synthesis of this information, coupled with the proposed reuse, is used to formulate a proposed preservation plan that prioritizes future work. The building's history and architectural character-defining features are taken into account and inform the preservation plan in order that extant historic fabric is not unnecessarily compromised on the exterior.

## 1.1 RESEARCH BACKGROUND / PROJECT PARAMETERS

The Auraria campus is home to the University of Colorado Denver (CU Denver), Community College of Denver (CCD), and Metropolitan State University of Denver (MSU). The land where the Auraria campus resides today was originally developed as a residential neighborhood. In the early 1970's an entire community of people were displaced to create the Auraria campus. More than 900 people were moved out of their homes in the name of urban renewal. Those families were promised free tuition for their children and grandchildren, as an enticement to quietly go away. Until recently, that promise was never fully kept by any of the three institutions. In November 2021, CU Denver led a tri-institutional effort to expand the displaced Aurarians scholarship to live on in perpetuity. That was CU Denver's first step in aligning their recent federal designation as a Hispanic Serving Institution. Their next step is to confront that painful history of displacement and to reimagine and rededicate the Historic Ninth Street Park to Denver's Latinx community. The institutions will engage the broader community to co-create a new future for the Historic 9th Street Park to ensure it's culturally relevant and results in a vibrant Latinx and Indigenous American community gathering place. This Historic Structure Assessment (HSA) is the first part of a greater master planning effort to rehabilitate the Historic Ninth Street Park homes. The campus plan is to rehabilitate two of the historic homes and then focus on the outdoor environment and ultimately the entire block. The timing of this project supports the campus goals to celebrate CU Denver's 50th Anniversary celebration in the Fall of 2023.

The research process for the preparation of this HSA involved on-site field investigations, review of existing building documentation including drawings, the National Register of Historic Places Nomination Form and meetings with the stakeholders. The study was initiated in the first quarter of 2022 and completed in the second quarter of 2022.

The University of Colorado Denver commissioned Eppstein Uhen Architects (EUA) to complete the assessment in order to determine the existing condition of 1050 9th Street and how it fits into the proposed future use of the building and surrounding site. Jane Crisler and Kelly Wemple are the authors of this report and have extensive experience completing Historic Structure Assessments across Colorado. Jane Crisler is a Principal and Architect at EUA with over 25 years of experience. Jane has a Bachelor of Arts in Historic Preservation from the University of Mary Washington in Virginia and a Masters degree in Architecture from the University of Colorado in Denver. She is currently the Chair of the Lower Downtown Design Review Commission and a member of the Colorado State Historic Preservation Review Board. Jane has worked at the local, state and national level on historic

preservation projects ranging from historic building assessments and major building rehabilitations to long term master planning and design for historic preservation tax credits. Kelly Wemple is an Architect at EUA with 12 years of experience. Kelly has a Bachelor of Environmental Design from the University of Colorado in Boulder and Masters degrees in both Architecture and Historic Preservation from the University of Colorado in Denver. She serves as the Chair of the Denver Landmark Preservation Commission and is a board member of the Rocky Mountain Chapter of the Association for Preservation Technology.

Also assisting in the review and offering valuable information and input during the assessment process were stakeholders from the CU Denver and Auraria Higher Education Center (AHEC) including: Jered Minter, Nolbert Chavez, Gregory Filpus, Carl Meese, and Craig Smith.

## 1.2 BUILDING LOCATION

According to Sanborn Fire Insurance maps, most of the Historic Ninth Street Park homes were constructed pre-1893, this includes 1050 9th Street. In the 1970's the surrounding blocks were cleared and developed into the Auraria campus.

The legal description of 1050 9th Street is as follows: 9th Street Historic Park is bounded on the northwest by the centerline of vacated Curtis Street, on the northeast by the centerline of the vacated alley between vacated 9th and 10th Streets, on the southeast by the centerline of vacated Champa Street, and on the southwest by the centerline of the vacated alley between vacated 8th and 9th Streets consisting of portions of Blocks 64 and 42 of West Denver. 1050 and 1056 9th St are on Lot 5, Block 64.



**Aerial Map** (Source: Google Maps 2022)





Vicinity Map | Auraria Campus (Source: Google Maps 2022)



Vicinity Map | Ninth Street Historic District (Source: Google Maps 2022)



Below is an existing site plan, refer to the Appendix for a larger 11x17 copy.

EXISTING HISTORIC  
STRUCTURE  
1,182 GROSS SQ FT



# EXISTING SITE PLAN

1" = 30'-0"







**two:**

## HISTORY & USE

### 2.1 Architectural Significance &

Construction History

PAGE 12

### 2.2 Floor Plan

PAGE 19

### 2.3 Proposed Uses

PAGE 20

# HISTORY & USE

This section provides the research and analysis of the structure's history and use, providing the basis for the treatment and recommendations prescribed later in the assessment section of the report. Sources of information include historic photographs and drawings as well as oral and written histories. Refer to Section 7 Bibliography for additional resource information.

## 2.1 ARCHITECTURAL SIGNIFICANCE & CONSTRUCTION HISTORY

### INTRODUCTION & SITE DEVELOPMENT

The Auraria campus is home to the University of Colorado Denver (CU Denver), Community College of Denver (CCD), and Metropolitan State University of Denver (MSU). The land where the Auraria campus resides today was originally developed as a residential neighborhood. In the early 1970's an entire community of people were displaced to create the Auraria campus. More than 900 people were moved out of their homes in the name of urban renewal. The only structures remaining from the site's past as a residential neighborhood are 14 historic homes along 9th Street between Champa Street and Curtis Street; this block is referred to as Ninth Street Historic Park and is a locally designated historic district in the City of Denver. Many of the existing historic buildings at Ninth Street Historic Park currently house faculty and staff offices and support spaces.

### ARCHITECTURAL DESCRIPTION & CHARACTER DEFINING FEATURES

1050 9th Street is a contributing structure to the Ninth Street Historic Park. It is significant for its association with the development of the Auraria campus. It is a one-story brick cottage or folk Victorian home. The architect and contractor for the home is unknown. However, we know that Henry Cole was the owner who commissioned the home to be built as an investment. Cole constructed multiple homes within the Historic Ninth Street Park, including his own home referred to as the "Smedley House", where he lived with his wife, Queen, for 35 years.

The character defining features that characterize 1050 9th Street as a cottage or folk Victorian style include: the cross gable form with a front-facing gable, porch with spindlework detailing, jig-saw cut trim, and although the overall design is asymmetrical the front facade wall is symmetrical in design.

According to the National Park Service, there are seven aspects to integrity: location, design, setting, materials, workmanship, feeling, and association. 1050 9th Street retains a high level of integrity. The building remains in its original location, the design has had very few modifications, which means the majority of the workmanship is intact at the exterior, and the feeling and association of the building remains evident. The setting has changed significantly with the development of the campus surrounding the 9th Street block, however, this block itself does remain as a time capsule reflecting the original residential neighborhood of the past. The two homes south of 1050 9th Street were demolished, creating a larger side yard between it and the closest structure to the south.

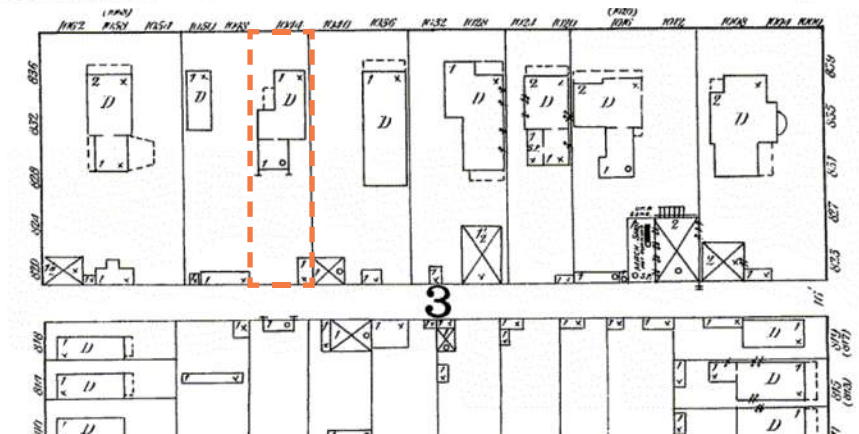
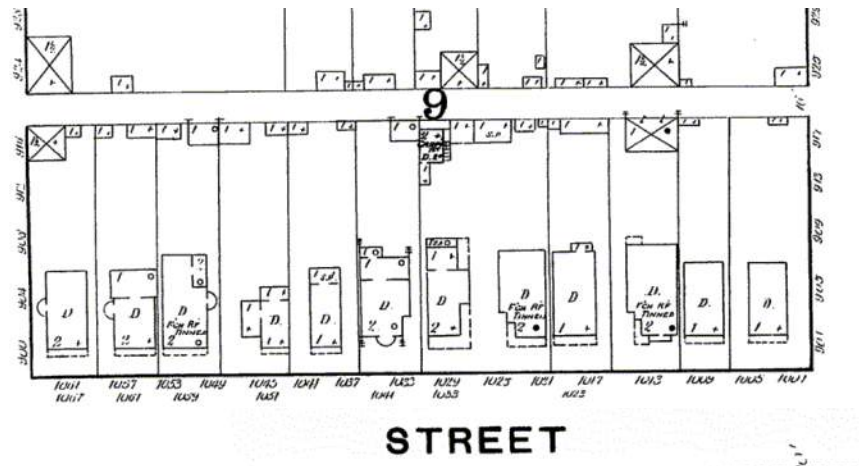
Although the overall design has been preserved, there have been some alterations to the exterior of the building including: a flat-roof rear addition was constructed during the period of significance, prior to 1893 according to Sanborn Fire Insurance maps; stucco was installed over the brick at the rear addition (exact date is unknown but it occurred prior to 1977 according to historic photos); the foundation walls were parged; and the cross-gable roof was recently replaced with a synthetic shingle product. The

interior of the building has been heavily altered over time as the building has been rehabilitated for other uses since the Auraria campus opened in the 1977. Interior alterations include: modifications to the bathroom in the rear addition, light fixture replacement, door hardware replacement, new flooring, HVAC updates, installation of air conditioning, installation of a fire alarm system, and other MEP upgrades.

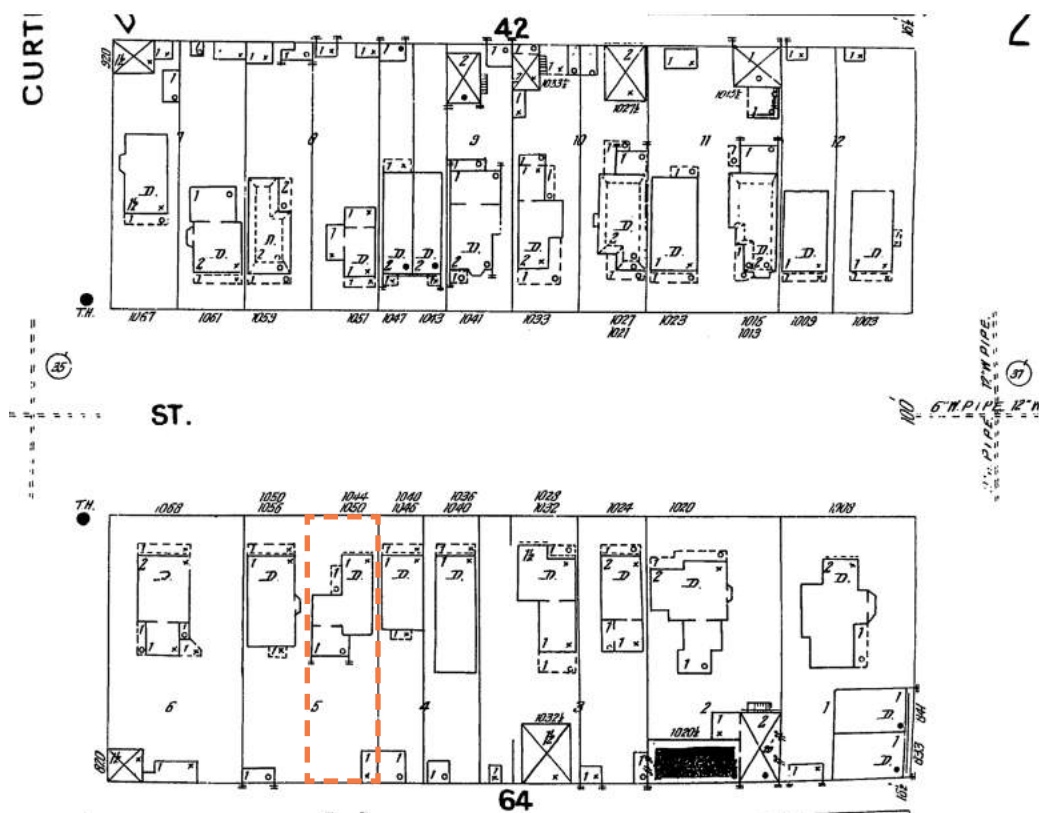
The Ninth Street Historic Park is listed on the National Register of Historic Places and is a locally designated Historic District in the City of Denver. According to the local designation, the period of significance of 1050 9th Street is prior to and including 1930. As a contributing structure to the local Historic District, all work to the exterior of the building must be reviewed and approved by the City of Denver's Landmark Preservation Department. Qualified rehabilitation expenditures are also eligible for State and Federal Historic Preservation Tax Credits as long as modifications at both the exterior and interior meet the Secretary of Interior's Standards for the Treatment of Historic Properties.

## HISTORY TIMELINE

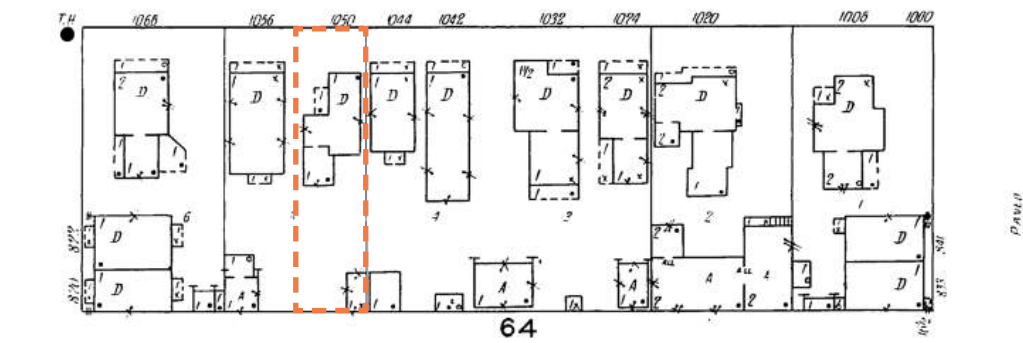
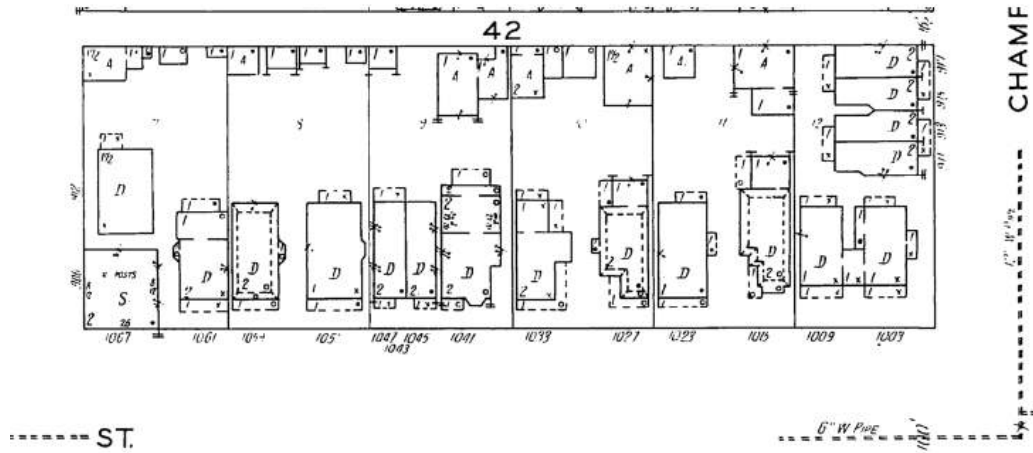
|             |  |
|-------------|--|
| <b>1858</b> | Russell brothers staked out a townsite and named it Auraria, meaning "gold region"   |
| <b>1872</b> | The first two homes on the block were constructed  |
| <b>1874</b> | Denver passed an ordinance requiring the use of brick to guard against fires   |
| <b>1876</b> | Colorado became a state<br>Henry Cole built 1050 9th Street  |
| <b>1880</b> | The Wilson family occupied 1050 9th Street   |
| <b>1913</b> | The Wilson family moved out of 1050 9th Street   |
| <b>1965</b> | Platte River flood   |
| <b>1969</b> | Voters approved a \$6 million bond issue for construction of Auraria Campus  |
| <b>1975</b> | Historic Denver requested a stay of execution for the 14 structures on Ninth Street, the State agreed. Historic Denver raised \$900,000 to restore the exteriors refurbish the interiors of the historic structures. |
| <b>1977</b> | Auraria Campus opened  |



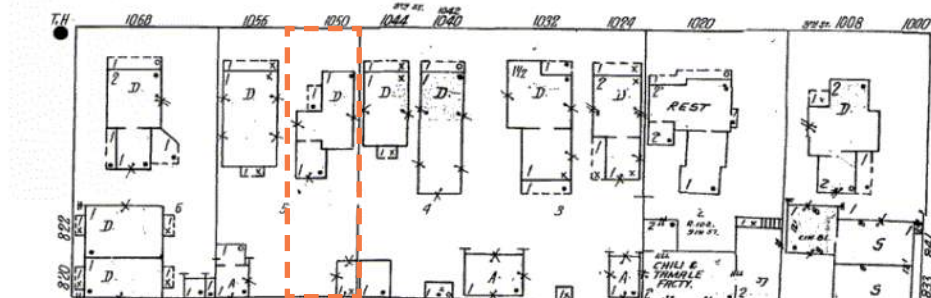
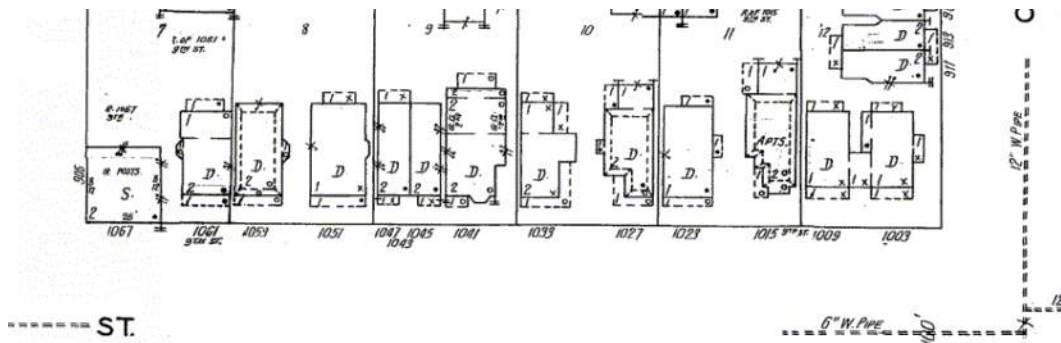
1890 (Corrected in 1893) Sanborn Fire Insurance Map



1903 (Corrected in 1904) Sanborn Fire Insurance Map



1929 (Corrected in 1930) Sanborn Fire Insurance Map



1929 (Corrected in 1930) Sanborn Fire Insurance Map





1050 9th Street, circa 1996 (source: Denver Public Library)



1050 9th Street, circa 1996 (source: Denver Public Library)

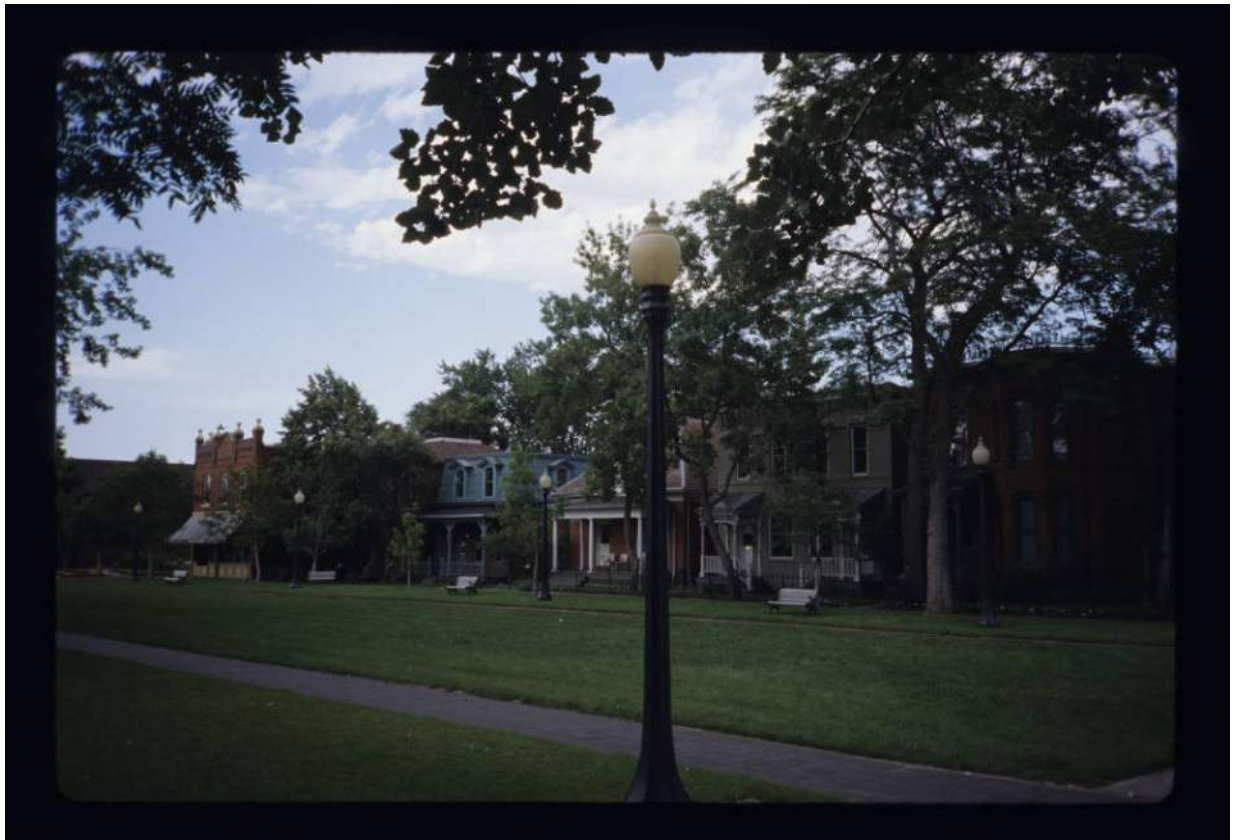


Ninth Street Historic Park, circa 1977 (source: Jonathon E. Pite, Denver Public Library)



Ninth Street Historic Park, circa 1990 (source: Thomas J. Noel, Denver Public Library)





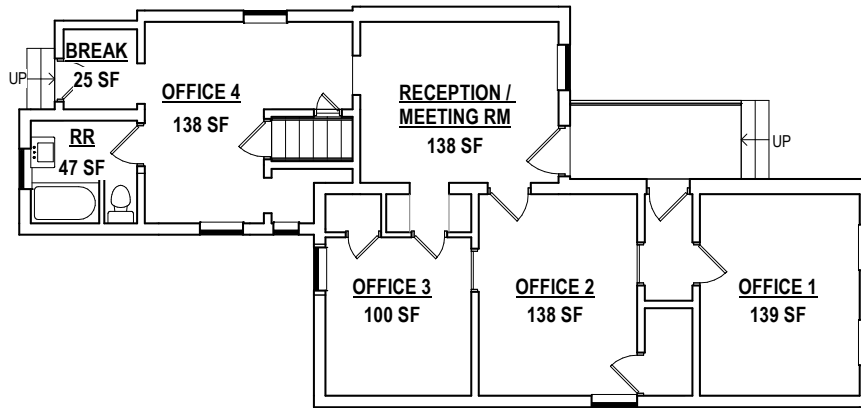
**1050 9th Street, circa 1996 (source: Denver Public Library)**



**Ninth Street Historic Park, circa 1980 (source: Thomas J. Noel, Denver Public Library)**

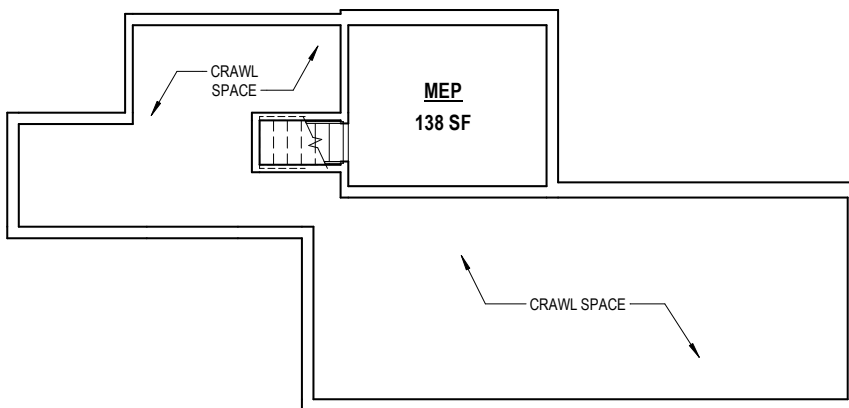
## 2.2 FLOOR PLAN

Below are the existing floor plans, refer to the Appendix for a larger 11x17 copy.



### EXISTING LEVEL 1 PLAN

Not to Scale



### EXISTING BASEMENT PLAN

Not to Scale



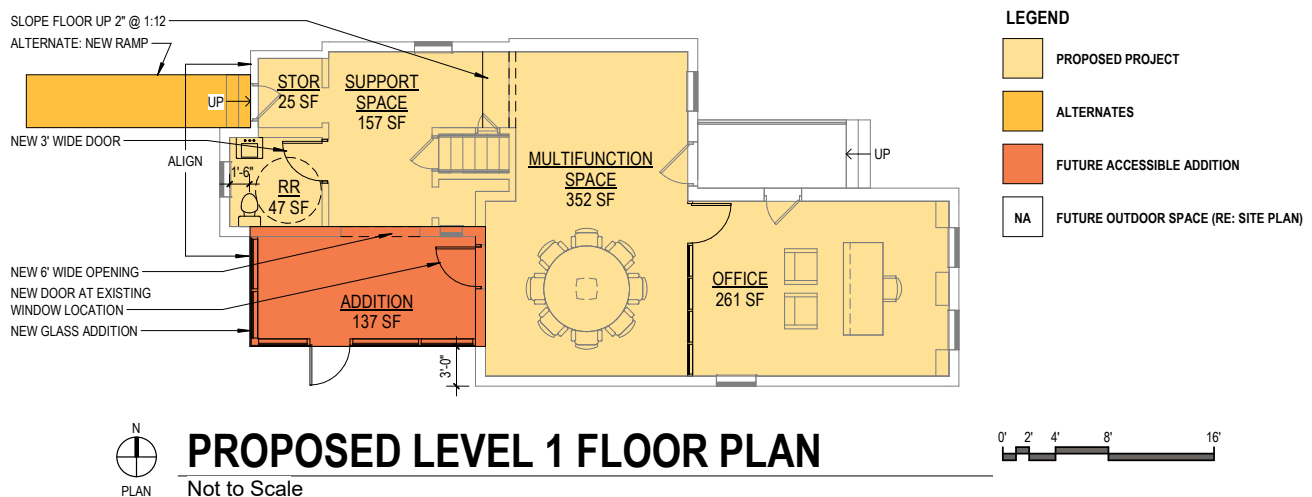
## 2.3 PROPOSED USES

The Auraria Campus would like to change the existing faculty office use of this building. 1050 9th Street will be converted to an assortment of gathering, community engagement, and support spaces for the Latinx and Indigenous American communities. The proposed space types in the building may include, but are not limited to: social gathering, entertainment, reflection, display/museum, meeting, office, catering support, and storage.

Below are proposed floor plans for the building's future rehabilitation, refer to the Appendix for a larger 11x17 copy. The proposed rehabilitation project will be conducted using a CM/GC project delivery method. During the design phase of project, there will be consideration to further open up the interior space including relocating basement access and removing plaster ceilings to expose structure above. A structural assessment must be conducted to determine feasibility of this design approach.

Potential future scope may include the creation of an outdoor environment south of the historic structure that can be used by the campus and greater community. The concept is to honor the history of the two homes that were demolished in this location by using the footprint of where the buildings were located as a basis to layout paving, site features, and planting.

For more information regarding code and accessibility upgrades necessary as part of the proposed future use of the building refer to Section 4 Analysis & Compliance.



Below is the proposed site plan for the future work, refer to the Appendix for a larger 11x17 copy.

1930 SANBORN MAP



| BUILDING AREA CHART |        |             |                                   |                |             |
|---------------------|--------|-------------|-----------------------------------|----------------|-------------|
| SQ FT PER ROOM      |        | GROSS SQ FT |                                   | SQ FT PER ROOM | GROSS SQ FT |
| Historic Building   |        | 1,182 GSF   | Proposed                          |                | 1,324 GSF   |
| Office 1            | 139 SF |             | Office                            | 261 SF         |             |
| Office 2            | 138 SF |             | Multifunction Space               | 352 SF         |             |
| Office 3            | 100 SF |             | Support Space                     | 157 SF         |             |
| Office 4            | 138 SF |             | Restroom                          | 47 SF          |             |
| Reception / Meeting | 138 SF |             | Storage                           | 25 SF          |             |
| Bathroom            | 47 SF  |             | Addition (Potential Future Scope) | 137 SF         |             |
| Break Room          | 25 SF  |             | Basement MEP                      | 138 SF         |             |
| Basement MEP        | 138 SF |             |                                   |                |             |



**three:**

## STRUCTURE CONDITION ASSESSMENT

|  |         |
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| 3.1 Site                               | PAGE 25 |
| 3.2 Structural System                  | PAGE 26 |
| 3.3 Envelope - Exterior Walls          | PAGE 27 |
| 3.4 Envelope - Roofing & Waterproofing | PAGE 27 |
| 3.5 Windows & Doors                    | PAGE 28 |
| 3.6 Interior Finishes                  | PAGE 29 |
| 3.7 Mechanical Systems                 | PAGE 30 |
| 3.8 Electrical Systems                 | PAGE 31 |

# STRUCTURE CONDITION ASSESSMENT

## CONDITION EVALUATION

A comprehensive physical evaluation was conducted to assess the existing condition and integrity of each element, feature, or space. No destructive investigation was done as part of this assessment, a visual investigation was conducted. Existing conditions are identified as being in good, fair, or poor condition; the criteria for each of these conditions are listed below. Recommendations are provided for any element that is in poor or fair condition.

**GOOD CONDITION** | An element, feature, or space is evaluated in good condition when it meets the following criteria:

- It is intact, structurally sound, and performing its intended purpose.
- There are few or no cosmetic imperfections.
- It needs no repair or only minor or routine maintenance.

**FAIR CONDITION** | An element, feature, or space is evaluated in fair condition when one or more of the following are evident:

- There are early signs of wear, failure, or deterioration, although the feature or element is generally structurally sound and performing its intended purpose.
- There is failure of a sub-component of the feature or element.
- Replacement of up to 25% of the feature or element is required.
- Replacement of a defective sub-component of the feature or element is required.

**POOR CONDITION** | An element, feature, or space is evaluated in poor condition when the following is evident:

- It is no longer performing its intended purpose.
- It is missing.
- It shows signs of imminent failure or breakdown.
- Deterioration / damage affects more than 25% of the feature / element and cannot be adjusted or repaired.
- It requires major repair or replacement.



## 3.1 SITE

### ■ ASSOCIATED LANDSCAPE FEATURES

**Description:** Two red flagstone steps and a sidewalk lead up to the front porch from the historic flagstone sidewalk at the center of the Ninth Street Historic Park. A black wrought iron fence sits on top of a red flagstone retaining wall separating the front yard from the center of the park. There are 3 mature trees in the front yard. An evergreen bush is within 1 foot of the east facade. There are deciduous bushes located near the foundation walls at the northwest and southwest corners of the rear addition, as well as at the southwest corner of the original 1876 structure.

**Condition Assessment:** The landscaping elements are in good condition. However, there is an existing irrigation system within 3 feet of the foundation walls, it is not recommended to have irrigation or planting close to the foundations.

**Recommendations:** Move irrigation system a minimum of 10 feet away from the walls. Remove bushes within 3 to 5 feet of the exterior walls to mitigate potential damage the roots could cause to the foundation walls.

### ■ GRADING

**Description:** The grade around the perimeter is relatively flat, except where the front path to the porch meets the sidewalk where there are two stairs. There is no accessible path to the building.

**Condition Assessment:** The grading is in moderate condition. The grade does not consistently slope 2% away from the building which is optimal for site drainage. No standing water was evident on the site, however, our field investigation was done on a day with no precipitation.

**Recommendations:** Re-grade perimeter to slope a minimum of 2% away from the building for 10 feet around the perimeter of the building. At the north side of the building where there is an adjacent structure within 10 feet it is recommended that the grade slope away from each building with a low point at the centerline between the 2 structures and provide a drainage path towards the center of Ninth Street Historic Park (to the northeast). Pour a new sidewalk to the building, sidewalk to be a minimum of 3 feet wide for ADA access.

### ■ PARKING

**Description:** There is not any designated parking spaces for this particular building, however, there are asphalt campus parking lots on the block to the north and to the south of the building. The parking lot north of the Ninth Street Historic Park has 27 accessible parking spaces.

**Condition Assessment:** Not applicable.

**Recommendations:** No maintenance/construction recommendations. AHEC to confirm the accessible parking spaces at the north parking lot can be utilized for access to 1050 9th Street or whether additional accessible spaces are required.



- **ARCHAEOLOGY**

**Description:** There has not been any archaeological study done at the site that we are aware of, however, archaeological monitoring/mitigation is required by a number of state and federal regulations when any ground disturbance results from preservation activities where there is state and/or federal involvement.

**Condition Assessment:** Not applicable.

**Recommendations:** Provide archaeological monitoring during all future construction phases that require ground disturbance.

## 3.2 STRUCTURAL SYSTEM

### GENERAL STRUCTURAL SYSTEM

- **FOUNDATION SYSTEMS**

**Description:** The foundation walls are brick and have been parged over at the exterior finish face.

**Condition Assessment:** The foundation systems appear to be in moderate condition. Efflorescence is visible at the interior face of the foundation walls from the basement level which indicates the presence of moisture. There are some minor cracks in the parging at the exterior. It is possible that the parge coat is not breathing and has trapped moisture into the masonry behind causing both efflorescence at the brick from the interior and cracks in the parge coat at the exterior.

**Recommendations:** Further investigate whether the parge coat has trapped moisture in the brick foundation walls by conducting moisture testing. If the parging is causing water issues, the parge coat should be removed, brick behind repaired as necessary, and a new breathable parging with integral color installed at the exterior.

- **FLOOR & CEILING SYSTEMS**

**Description:** The floors and ceiling systems are of wood construction. Wood joists run plan east/west with perpendicular wood decking

**Condition Assessment:** The wood framing appears to be in good condition.

**Recommendations:** None.

- **ROOF FRAMING SYSTEM**

**Description:** The attic was not accessible at the time of our visit, however, it is reasonable to presume based on the construction of the rest of the structure that the roof framing is of wood construction madeup of wood joists with wood roof decking over the top.

**Condition Assessment:** The roof is in good condition. The roofing material was recently replaced and the roof appears to be plumb indicating no structural concerns.

**Recommendations:** None.

### 3.3 ENVELOPE - EXTERIOR WALLS

#### ▪ EXTERIOR WALL CONSTRUCTION

**Description:** The exterior walls of the original 1876 structure are constructed of red brick installed in a common bond pattern. The exterior walls of the rear addition are also constructed of red brick, as evidenced by the exposed brick at the arched-top windows, the rest of the brick has been covered in stucco with a white painted finish. The mortar joints at the front facade are tight flush joints, the mortar joints at the other facades are larger concave joints.

**Condition Assessment:** The masonry is in moderate condition. The thinner mortar joints at the facade brick is in moderate condition with some cracks, gaps, and holes in the mortar. There is some delamination of the face brick finish on the side and rear elevations. However there were no signs of water infiltration or efflorescence where the face brick was damaged.

**Recommendations:** Repoint thin mortar joints at the facade brick.

#### ▪ EXTERIOR APPENDAGES

**Description:** A porch is located behind the front gable facade wall and attaches to the side gable facade. The porch serves two entry points. The porch is a wood construction with a wood decking at the floor, turned columns and spindles at the guardrail. Jig-saw cut trim and brackets are featured prominently below the porch roof. The detailing features a star pattern and spindles below the roof fascia as well. All wood is painted.

There is a rear porch at the rear addition which was constructed of brick with a stucco finish at the exterior and wood windows along the two exterior walls. There is a concrete stair to the rear door.

**Condition Assessment:** The front porch is in fair condition. It is significantly worn, the paint finishes are bubbling and chipped exposing the wood to the elements. The northeastern most porch column base has begun to rot.

The rear porch walls and roof appear to be in good condition but the windows are in poor condition (see Section 3.5 for window assessment). The paint on the concrete stair is in poor condition.

**Recommendations:** Restore the wood porch by sanding to sound wood, prepping, and repainting the wood. It appears most of the existing wood can be restored without replacement, however, select areas of wood that are beyond repair should be replaced in-kind using dutchman repairs or replacing to match the existing.

Remove paint at the concrete stair to the rear porch and leave concrete finish exposed. As part of the future rehabilitation of the building, the stair could be left as is and covered with an accessible ramp.

### 3.4 ENVELOPE - ROOFING & WATERPROOFING

#### ▪ ROOFING SYSTEMS

**Description:** The cross-gabled roof is a synthetic shingle product which slopes to a gutter and

downspout system. All roofing penetrations have sheet metal flashing installed on them. The rear addition roof is a flat membrane roof which slopes to a gutter and downspout system on the west/rear elevation.

**Condition Assessment:** The synthetic roof was installed within the past 5 years and is in good condition. Although it was observed that the ridge tiles do not appear to fit tight to the ridgeline. It appears that this is only a cosmetic concern and is just the nature of the angle at which the pre-fabricated ridge tiles are constructed and the way they overlap one another. The flat roof membrane is in good condition, has positive drainage, and is flashed appropriately. It appears this roof is also fairly new. The gutter and downspout system is in moderate condition. The two downspouts at the rear addition do not lead to grade and instead project horizontally from the wall and terminate approximately 12" past the gutter.

**Recommendations:** Replace existing downspouts at the rear addition with new downspouts to run vertically down the wall, install splash pads where they terminate at grade.

#### ■ PERIMETER FOUNDATION DRAINAGE

**Description:** It is unknown whether there is a perimeter foundation drain.

**Condition Assessment:** Not applicable.

**Recommendations:** None.

### 3.5 WINDOWS & DOORS

#### ■ DOORS

**Description:** The two exterior doors at the front porch are wood four-paneled doors with 2 glazing units in the upper panels and recessed panels in the lower portion of the door. They appear to feature original door knobs and escutcheons. New cylinders have been installed above the original hardware. A card reader is located at the main entry door into Reception. Both of these doors have transom windows above.

The exterior door at the rear porch appears to have originally been a four-paneled door with 2 glazing units in the upper panels and recessed panels in the lower portion of the door. Similar to the front doors, an original knob and escutcheon is in place with a new cylinder above and a card reader installed.

The interior doors are four-paneled wood doors, most doors in the 1876 portion of the home feature original transom windows above. There is a variety of different hardware on the doors indicating that there have been modifications over time and not all hardware is original.

**Condition Assessment:** The exterior doors at the front porch are in fair to good condition, only

routine maintenance is necessary.

The rear exterior door is in poor condition. The wood is deteriorating at the bottom rail and recessed wood panels. There appear to be many modifications to the glazing due to instability, caulking is surrounding the left lite and the right lite has had a mullion installed at the center for additional support.

The interior doors are in good condition.

**Recommendations:** Sand and repaint the existing exterior doors at the front porch. Replace the rear porch door with a new door to match the existing in material and configuration; salvage the existing hardware for reinstallation.

## ■ WINDOWS

**Description:** The building features original two-over-two double-hung wood windows. The windows have arched tops from the exterior but are square on the interior. There are wood exterior storm windows on all of the first floor windows. There is a four-lite inward opening casement in the bathroom. Fixed wood windows are located on the north and west walls of the break room. The basement windows are on hinges so they function as an inward opening casement by releasing the hook and eye hardware. The basement window glazing is wire glass.

**Condition Assessment:** The double-hung windows are in fair to good condition. The exterior wood sills have paint deterioration and likely water has penetrated the wood. The storm windows could use some standard maintenance. Some windows have missing hardware on the interior but most are in tact. The sash chords were cut in approximately 2 locations. The fixed wood windows at the break room are in poor condition. The four-lite window at the bathroom appears to be in good condition. The basement windows appear to have a fair condition; the exterior wood sill and bottom rail of the sash are at grade so moisture is deteriorating the paint and wood.

**Recommendations:** Repair/replace existing wood sills in-kind at the exterior or replace with a cast stone sill to match the existing paint color. Cast stone will perform better than wood sills at the exterior, we believe since the existing sills are painted it wouldn't be inappropriate to replace with a new material that closely matches the color of the existing finish. Refinish existing exterior storm windows. Replace missing hardware and sash chords at the interior. Restore the existing fixed wood windows at the break room. The basement windows should be restored, any wood parts damaged beyond repair shall be patched or replaced in-kind.

## 3.6 INTERIOR FINISHES

### ■ WALL AND CEILING FINISH MATERIALS

**Description:** All interior walls and ceilings at the first floor have a plaster finish. The pendant light fixtures in Offices 1 and 2 feature historic plaster medallions surrounds.

The basement walls are exposed brick foundation walls (refer to Section 3.2 for foundation walls

assessment).

**Condition Assessment:** Overall the plaster walls and ceilings are in moderate to good condition. There are a few areas where defects were observed. A crack is located in the plaster on the west facing wall in Office 3 above the existing window. The south wall of Offices 1 and 2 both had water damage near the base of the wall as evidenced by a gap between the paint and the plaster behind.

**Recommendations:** It appears that the exterior face of the wall with the crack had some brick patching and repointing done, it is logical to presume the crack at the interior translated from the exterior issues at this location and since the exterior was patched the crack at the interior is likely cosmetic. Repair the plaster at the interior of Offices 1 and 2 and repaint. The walls should be monitored for moisture in the future, it could be that the moisture was from the roof which has since been replaced.

#### ▪ FLOOR FINISH MATERIALS

**Description:** Non-original broadloom carpet has been installed throughout the first floor except at the bathroom. The bathroom has an orange vinyl composition tile (VCT)

**Condition Assessment:** The carpet is in fair condition, it is buckling/wrinkling because the material has stretched over time. The VCT is in good condition.

**Recommendations:** Replace existing carpet.

#### ▪ TRIM AND BUILT-INS

**Description:** There is wood base and wood trim on the walls. The trim piece is modest and located to align with the head of the interior windows. A built-in set of drawers with glass cabinet shelving above is featured between the Reception room and Office 3. It appears a mirror set of drawers and shelving was opposite this existing feature but has since been modified to serve as a chase for HVAC ductwork.

**Condition Assessment:** The wood base and trim on the walls are in good condition. The built-in drawers and shelving are in fair condition, many of the drawers/doors do not properly close because they've warped with time.

**Recommendations:** Due to the proposed rehabilitation of the building, the built-in millwork will likely be removed/replaced; therefore we do not propose any recommendations to repair the existing millwork.

## 3.7 MECHANICAL SYSTEMS

### ▪ HEATING, AIR-CONDITIONING, AND VENTILATION

**Description:** There is an existing Lennox refrigerant heat system located in the basement. An existing Lennox air conditioning unit is located on a concrete pad to the north of the building.

**Condition Assessment:** Of all the systems, the Lennox equipment is the oldest mechanical system and would likely require replacement soon. The air conditioning unit appears to be in working condition but should be assessed as part of the building rehabilitation.

**Recommendations:** Due to the change in use of the building we recommend a new HVAC system be installed when the building is rehabilitated.

- **WATER SERVICE, PLUMBING, & SEWER UTILITIES**

**Description:** The water meter is located on the north side of the building. The water service entry point was not identified and needs to be field verified.

There is one water closet, lavatory, and bathtub in the existing bathroom.

The water heater was recently replaced and is located in the basement.

There is a hose bib at the exterior on the west wall of the rear addition.

It appears the sewer line runs out the west side of the building but this should be confirmed by a surveyor.

**Condition Assessment:** The water pressure and performance appear to be in good condition.

**Recommendations:** None.

- **FIRE SUPPRESSION - SPRINKLERS**

**Description:** There is no fire suppression system.

**Condition Assessment:** Not applicable.

**Recommendations:** None.

## 3.8 ELECTRICAL SYSTEMS

- **ELECTRICAL SERVICE, PANELS AND DISTRIBUTION**

**Description:** There is an existing 3 phase 240 volt service to the building, the switch is located on the west wall of the original 1876 structure. The transformer is located below the switch. An electrical panel is located in the closet off of Office 4. Telephone and data/fiber optic housing equipment is located in the basement on the east wall.

**Condition Assessment:** The switch appears to be in good condition. The transformer enclosure states it's an "indoor Type 1 enclosure" but it is located outside and the enclosure is starting to rust. The electrical panel, telephone, and data/fiber optic housing equipment appears to be in good

condition.

**Recommendations:** The proposed rehabilitation and change in use of the building will likely require electrical service and/or panel upgrades. Replace the transformer enclosure with an exterior rated enclosure.

#### ▪ LIGHTING

**Description:** There is a lantern style pendant fixture suspended from the front porch ceiling. A wall sconce light fixture is located at the rear entry but is missing the cover/housing. Each office has a non-original sphere globe pendant fixture in the center of the room, with the exception of Office 1 which features what appears to be an original decorative brass pendant fixture with three bulbs. The Reception/Meeting Room has a non-original brass light fixture with five bulbs. The bathroom has a surface-mounted light fixture.

**Condition Assessment:** The light fixtures are in good condition with the exception of the missing cover at the exterior rear porch light. There is no light fixture in the Break Room.

**Recommendations:** Replace the wall sconce at the rear porch. Install a new light fixture at the Break Room.

#### ▪ FIRE DETECTION SYSTEM

**Description:** There is an existing fire alarm system which was recently installed.

**Condition Assessment:** The fire alarm system is fairly new and in working condition.

**Recommendations:** None.

#### ▪ SECURITY SYSTEM

**Description:** There is an existing access control system. There is no existing security alarm system.

**Condition Assessment:** The access control system is fairly new and in working condition.

**Recommendations:** None.







## four:

# ANALYSIS & COMPLIANCE

|                              |         |
|------------------------------|---------|
| 4.1 Hazardous Materials      | PAGE 36 |
| 4.2 Materials Analysis       | PAGE 36 |
| 4.3 Zoning Code Compliance   | PAGE 36 |
| 4.4 Building Code Compliance | PAGE 36 |
| 4.5 Accessibility Compliance | PAGE 38 |

# ANALYSIS & COMPLIANCE

## 4.1 HAZARDOUS MATERIALS

Testing for hazardous materials was not conducted as part of this study, however, the Owner has conducted a hazardous materials test which is attached in the Appendix for reference.

## 4.2 MATERIALS ANALYSIS

A detailed analysis of materials has not been conducted beyond the description included in section 3.0 Structure Condition Assessment. A mortar analysis is recommended prior to any future repointing work to ensure new mortar matches the historic in composition, strength, and color.

## 4.3 ZONING CODE COMPLIANCE

The City of Denver is the approval authority for zoning code compliance for 1050 9th Street. The structure is within the Campus-Education/Institution (CMP-EI) Zone District which is a special district intended for educational institutions that incorporate primary, intermediate, high school, college, and university uses and associated programming including student boarding facilities. This district also accommodates other types of large scale civic, public, and institutional uses such as museums, public, and religious assembly uses. The district is established to allow for flexible placement of buildings, and unified treatment of signs, open space, landscaping and other site elements while providing compatible transitions between the campus and adjacent neighborhoods.

Because 1050 9th Street is within the locally designated Ninth Street Historic District, all exterior modifications to the building and site require review by the City of Denver Landmark Preservation department. This includes but is not limited to exterior modifications to the historic building, additions, window/door replacement, and site work including fencing, hardscaping, and site walls. Standard maintenance of the existing materials (for example: masonry repointing) that do not require a permit are not required to have Landmark Preservation department review. Paint colors and planting are out of Landmark Preservation purview.

## 4.4 BUILDING CODE COMPLIANCE

The City of Denver Building Department has currently adopted the 2018 International Building Code (IBC). Application of applicable sections of the International Existing Building Code (IEBC) is appropriate as these requirements allow greater latitude than strict compliance with the IBC. This approach will need to be deemed appropriate by the governing Building Official. 1050 9th Street may be classified as a Historic Structure per the 2018 IEBC as the building is contributing to the City of Denver Ninth Street Historic District.

Discussions with the City Building Official should be pursued to determine the best approach for reviewing the building per the current City code once funding is available to implement the recommendations listed in Section 5.0 or any other work requiring a building permit.

#### 2018 IBC: 101.4.7 Existing Buildings

*The provisions of the International Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.*

The 2018 IEBC defines eight different classifications of work: Repairs, Level 1 Alteration, Level 2 Alteration, Level 3 Alteration, Change of Occupancy, Additions, Historic Buildings, and Relocated Buildings. Changes to existing buildings that are classified as repairs are the least restrictive, whereas Level 3 alterations or a change in occupancy are the most restrictive and trigger new elements to meet certain International Building Code requirements.

As previously mentioned, 1050 9th Street is classified as an historic building therefore Chapter 12 of the IEBC applies. Due to the structure's historic significance, the building is exempt from meeting the current building code. However, per 1201.2 a code official may request a report be written to explain the safety features that the building is in compliance with and which features are not in compliance because it would damage contributing historic features.

#### 2018 IEBC: 1201.2 Report

*A historic building undergoing alteration or change of occupancy shall be investigated and evaluated. If it is intended that the building meet the requirements of this chapter, a written report shall be prepared and filed with the code official by a registered design professional where such a report is necessary in the opinion of the code official. Such report shall be in accordance with Chapter 1 and shall identify each required safety feature that is in compliance with this chapter and where compliance with other chapters of these provisions would be damaging to the contributing historic features... Additionally, the report shall describe each feature that is not in compliance with these provisions and shall demonstrate how the intent of these provisions is complied with in providing an equivalent level of safety.*

The recommendations outlined in Chapter 5.0 of this assessment would be classified as repairs. Repairs can be done in-kind using the original materials and methods.

#### 2018 IEBC: 1202.1 General

*Repairs to any portion of a historic building or structure shall be permitted with original or like materials and original methods of construction, subject to the provisions of this chapter. Hazardous materials, such as asbestos and lead-based paint, shall not be used where the code for new construction would not permit their use in buildings of similar occupancy, purpose and location.*

#### 2018 IEBC: 1202.2 Replacement

*Replacement of existing or missing features using original materials shall be permitted. Partial replacement for repairs that match original in configuration, height, and size shall be permitted. Replacement glazing in hazardous locations shall comply with the safety glazing requirements of Chapter 24 of the International Building Code.*

## 4.5 ACCESSIBILITY COMPLIANCE

The first floor is raised above grade and there is no accessible entrance to the building. We recommend an ADA-accessible ramp be constructed at the rear/west entrance; the slope must be 1:12 maximum and will require code-compliant handrails with a 12 inch overrun and a 4 inch curb for can detection. An alternative solution for future consideration would be constructing an addition to the south where the grade can be manipulated not to exceed a 1:20 slope and allow access to the first floor without the need for ramps.

There is a 2 inch step at the interior between the 1876 structure and the rear addition. We recommend a sloping the floor at 1:12 maximum and removing the door so the wall opening can be increased. Since the rise is less than 6 inches no handrails are required.

Doors must have a minimum clear width of 32 inches to be ADA-compliant. None of the exterior doors meet the 32 inch clear requirement. If the rear entrance were to become the new accessible entrance the door must be replaced with a larger door because the existing has only 29 inches clear width. The interior doors range from 23 to 32 inch clear widths. Many have a clear width of 31 inches, these existing openings may be able to be modified to gain the extra inch required for clearance. However, due to the significant interior plan changes proposed these non-compliant doors will be removed. The restroom is planned to remain in the current location, therefore, this door must be replaced with a wider door to bring it into compliance.

The plumbing fixtures in the restroom must be reconfigured to accommodate proper clearances at the toilet and allow for a 5 foot turning radius. Since the building functions as an office and not a residence, we recommend removing the existing bathtub to allow for this reconfiguration.

See the proposed floor plan in Section 2 and in the Appendix for a graphic representation of the proposed accessibility modifications described above.





five:

## PRESERVATION PLAN

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# PRESERVATION PLAN

The Preservation Plan takes the recommendations prescribed in Section 3, Structure Condition Assessment, and prioritizes the work into a logical order. The most urgent work, such as deterioration, structural weakness, or life safety issues will be ranked higher than less urgent cosmetic repairs.

## 5.1 PRIORITIZED WORK

The work has been prioritized according to the Secretary of Interior's Standards developed by the National Park Service.

**CRITICAL PRIORITY** | One or more of the following indicate a critical deficiency:

- Advanced deterioration has resulted in failure of the building element, feature, or space, or will result in its failure if not corrected within two years.
- Accelerated deterioration of adjacent or related building materials has occurred as a result of the feature or element's deficiency.
- The feature or element poses a threat to the health and/or safety of the user.
- The feature or element fails to meet a code/compliance requirement.

**SERIOUS PRIORITY** | One or more of the following indicate a serious deficiency:

- Deterioration, if not corrected within two to five years, will result in failure of the feature or element.
- Deterioration of a feature or element, if not corrected within two to five years, may pose a threat to the health and/or safety of the user.
- Deterioration of adjacent or related building materials and/or systems will occur as a result of the deficiency of the feature or element.

**MINOR PRIORITY** | One or more of the following indicate a minor deficiency:

- Standard preventative maintenance practices and building conservation methods have not been followed.
- A reduced life expectancy of affected or related building materials and/or systems will result.
- A condition exists with long-term impact beyond five years.

The following items have been deemed to be of **CRITICAL PRIORITY**:

1. Provide archaeological monitoring during all future construction phases that require ground disturbance.
2. Further investigate whether the parge coat has trapped moisture in the brick foundation walls by conducting moisture testing. If the parging is causing water issues, the parge coat should be removed, brick behind repaired as necessary, and a new breathable parging with integral color installed at the exterior.
3. Restore the wood porch by sanding to sound wood, prepping, and repainting the wood. It appears most of the existing wood can be restored without replacement, however, select areas of wood that are beyond repair should be replaced in-kind using dutchman repairs or replacing to match the existing.

4. Restore the existing fixed wood windows at the break room.

The following items have been deemed to be of **SERIOUS PRIORITY**:

1. Move irrigation system a minimum of 10 feet away from the walls.
2. Remove bushes within 3 to 5 feet of the exterior walls to mitigate potential damage the roots could cause to the foundation walls.
3. Re-grade perimeter to slope a minimum of 2% away from the building for 10 feet around the perimeter of the building. At the north side of the building where there is an adjacent structure within 10 feet it is recommended that the grade slope away from each building with a low point at the centerline between the 2 structures and provide a drainage path towards the center of Ninth Street Historic Park (to the northeast).
4. Pour a new sidewalk to the building, sidewalk to be a minimum of 3 feet wide for ADA access.
5. Repoint thin mortar joints at the facade brick.
6. Replace existing downspouts at the rear addition with new downspouts to run vertically down the wall, install splash pads where they terminate at grade.
7. Repair/replace existing wood sills in-kind at the exterior or replace with a cast stone sill to match the existing paint color. Cast stone will perform better than wood sills at the exterior, we believe since the existing sills are painted it wouldn't be inappropriate to replace with a new material that closely matches the color of the existing finish.
8. Refinish existing exterior storm windows.
9. The basement windows should be restored, any wood parts damaged beyond repair shall be patched or replaced in-kind.
10. Sand and repaint the existing exterior doors at the front porch. Replace the rear porch door with a new door to match the existing in material and configuration; salvage the existing hardware for reinstallation.
11. Due to the change in use of the building we recommend a new HVAC system be installed when the building is rehabilitated.
12. The proposed rehabilitation and change in use of the building will likely require electrical service and/or panel upgrades.
13. Replace the transformer enclosure with an exterior rated enclosure.

The following items have been deemed to be of **MINOR PRIORITY**:

1. AHEC to confirm the accessible parking spaces at the north parking lot can be utilized for access to 1050 9th Street or whether additional accessible spaces are required.
2. Remove paint at the concrete stair to the rear porch and leave concrete finish exposed. As part of the future rehabilitation of the building, the stair could be left as is and covered with an accessible ramp.
3. Replace missing hardware and sash chords at the interior.
4. Replace existing carpet.
5. Repair the plaster at the interior of Offices 1 and 2 and repaint. The walls should be monitored for moisture in the future, it could be that the moisture was from the roof which has since been

replaced.

6. Replace the wall sconce at the rear porch.
7. Install a new light fixture at the Break Room.

## 5.2 PHASING PLAN

It is imperative that an outline of logical and sequential phasing be established. At a minimum, the items noted as being of critical priority should be completed in the first phase of work. Items listed as a serious priority should be considered for inclusion in the first phase if they are of the same nature and could be performed by the same trades in an economical fashion even though deemed not as critical. Additional phases should be considered based upon the available monies to pursue the rehabilitation of the building. The follow section on Estimated Costs provides a phasing strategy following these principles.

## 5.3 ESTIMATE OF PROBABLE COST OF CONSTRUCTION & TAX CREDITS

Historic Structure Assessments are by nature conceptual and do not include plans and specifications sufficient to develop actual quantity take-offs for purposes of cost-estimating. Therefore, this is approached as a conceptual budgeting effort based on the condition assessment. We recommend a Contractor be consulted to provide actual estimates, especially given the market volatility we are experiencing with labor and material shortages.

There are State and Federal tax credits offered for the preservation of historic buildings. These tax incentives only apply to income producing properties. Projects pursuing preservation tax credits are required to have both the exterior and interior rehabilitation meet the Secretary of Interior's Standards. This is the only review process that governs the treatment of a historic property's interior. Based on the small size of this structure and that AHEC is a tax-exempt organization, there isn't any opportunity for those incentives to be realized for this proposed project.

## 5.4 SCHEDULE

General Notes for all phases

Design duration subject to:

- Assumes CM/GC delivery method
- Assumes a Schematic Design (SD), 50% Construction Documents (CD), and 100% Construction Documents (CD) milestones
- Design schedule includes a 1 week concurrent design review period for UCD/AHEC at both the SD and 50% CD milestones; Owner review of the 100% CD set to be concurrent with bidding/permitting
- Design phase scope would include the following disciplines: Architectural, Engineering, A/V, IT, FF&E, and Kitchen Equipment
- Proposed Project Scope estimated to commence August 1, 2022 and complete January 13, 2023. CU anticipates the opening of the building to coincide with CU's 50th anniversary celebration events

## Proposed Project Scope

### Phase 1A | Exterior Rehabilitation & Maintenance

Design = 8 weeks (Begin 8/1/22)

Bidding/Permitting = 4 weeks

Construction = 12 weeks

**Total = 24 weeks (Complete 1/13/23 for CU 50th Anniversary Event)**

### Phase 1B | Interior Renovation

Design = 14 weeks (Begin 8/1/22)

Bidding/Permitting = 4 weeks

Construction = 22 weeks

**Total = 40 weeks (Complete 5/5/23)**

### Phase 1C | Site Work

Design = 14 weeks (Begin 8/1/22)

Bidding/Permitting = 4 weeks

Construction = 14 weeks (Begin 5/8/23)

**Total = 24 weeks (Complete 8/11/23)**

## Notes:

- Include critical preservation maintenance in this scope of work (front porch restoration, rear addition window/siding repairs)
- No Landmark Preservation department review required for interior work or maintenance/repairs at exterior (unless AHEC/UCD would like to pursue historic preservation tax credits)

## Alternate 1 | Site / Landscape Improvements

- Concurrent with Proposed Project Scope, no added time to schedule

## Alternate 2 | New Sidewalk & ADA Ramp at Rear Entry

- Concurrent with Proposed Project Scope, no added time to schedule
  - We anticipate the ramp would be administratively reviewed and approved by the Landmark Preservation staff which is why no added time is required in the schedule for this scope of work
- Requires a sidewalk to the new ramp

## Alternate 3 | Replace Existing Foundation Parging

- Concurrent with Proposed Project Scope, no added time to schedule

## Potential Future Scope

Design = 20 weeks

Bidding/Permitting = 4 weeks

Construction = 12 weeks

**Total = 9 months**

## Notes:

- Requires a sidewalk to the addition in this scope of work
- Proposed design schedule includes required Landmark Preservation department review

## 5.5 PHASING PLAN

All life safety items are included in the base Proposed Project Scope. Other historic preservation concerns are included in Future Scope. We have also included proposed future work estimates alongside the preservation recommendations.

### Proposed Project Scope (Phases 1A, 1B & 1C in 5.4 Schedule)

|   |                         |
|---|-------------------------|
| ▪ Archaeological monitoring                                   | \$ 3,000                |
| ▪ Parge coat investigation / moisture testing                 | \$ 2,000                |
| ▪ Restore front porch   | \$ 20,000               |
| ▪ Restore wood windows at the break room                      | \$ 10,000               |
| ▪ Repoint thin mortar joints and clean exterior brick         | \$ 10,000               |
| ▪ Upgrade/enhance downspouts                                  | \$ 8,000                |
| ▪ Repair/replace existing wood sills at the exterior          | \$ 2,000                |
| ▪ Refinish existing exterior storm windows                    | \$ 7,000                |
| ▪ Restore basement windows                                    | \$ 2,500                |
| ▪ Sand & repaint existing exterior doors at front porch       | \$ 3,000                |
| ▪ Replace rear porch door with new to match the existing      | \$ 1,500                |
| ▪ New HVAC system   | \$ 25,000               |
| ▪ New electrical service and/or panel upgrades                | \$ 6,000                |
| ▪ Replace transformer enclosure with exterior rated enclosure | \$ 1,000                |
| ▪ Replace missing window hardware / sash chords               | \$ 5,000                |
| ▪ Plaster wall repairs / painting                             | \$ 500                  |
| ▪ Replace wall sconce at rear porch                           | \$ 500                  |
| ▪ Install new light fixture at the Break Room                 | \$ 1,200                |
| ▪ Interior renovation (\$275/SF)                              | <u>\$276,650</u>        |
| ▪ <b>Subtotal</b>   | <b>\$384,850</b>        |
| ▪ General Conditions (15%)                                    | \$ 57,728               |
| ▪ General Contractor Overhead / Profit (10%)                  | \$ 38,485               |
| ▪ Owner Contingency (15%)                                     | <u>\$ 57,728</u>        |
| ▪ <b>Subtotal</b>   | <b>\$538,791</b>        |
| ▪ Architectural/Engineering Fees (10%)                        | \$ 53,880               |
| ▪ Signage   | \$ 3,000                |
| ▪ A/V & IT  | \$ 25,000               |
| ▪ FF&E  | \$ 20,000               |
| ▪ Kitchen Equipment   | <u>\$ 12,000</u>        |
| ▪ <b>Total Proposed Project Scope</b>                         | <b><u>\$652,671</u></b> |

### Alternate 1 | Site / Landscape Improvements (Phase 1C in 5.4 Schedule)

|  |                  |
|--|------------------|
| ▪ Move irrigation system min. 10 feet from exterior walls      | \$ 7,000         |
| ▪ Remove bushes within 3-5 feet of the exterior walls          | \$ 1,500         |
| ▪ Re-grade perimeter away from building 10 ft around perimeter | <u>\$ 10,000</u> |

|  |                  |
|--|------------------|
| ▪ <b>Subtotal</b>                            | <b>\$ 18,500</b> |
| ▪ General Conditions (15%)                   | \$ 2,775         |
| ▪ General Contractor Overhead / Profit (25%) | \$ 4,625         |
| ▪ Owner Contingency (15%)                    | <u>\$ 2,775</u>  |
| ▪ <b>Subtotal</b>                            | <b>\$ 28,675</b> |
| ▪ Architectural/Engineering Fees (10%)       | <u>\$ 2,868</u>  |
| ▪ <b>Total Proposed Alternate 1</b>          | <b>\$ 31,543</b> |

#### Alternate 2 | New Sidewalk & ADA Ramp at Rear Entry (Phase 1C in 5.4 Schedule)

|  |                  |
|--|------------------|
| ▪ New concrete ramp w/ brick sidewalks & wrought iron guardrails | \$ 10,000        |
| ▪ New sidewalk to the building (min. 3 feet wide for ADA)        | <u>\$ 7,000</u>  |
| ▪ <b>Subtotal</b>  | <b>\$ 17,000</b> |
| ▪ General Conditions (15%)                                       | \$ 2,550         |
| ▪ General Contractor Overhead / Profit (25%)                     | \$ 4,250         |
| ▪ Owner Contingency (15%)  | <u>\$ 2,550</u>  |
| ▪ <b>Subtotal</b>  | <b>\$ 26,350</b> |
| ▪ Architectural/Engineering Fees (10%)                           | <u>\$ 2,635</u>  |
| ▪ <b>Total Proposed Alternate 2</b>                              | <b>\$ 28,985</b> |

#### Alternate 3 | Replace Existing Foundation Parging (Phase 1A in 5.4 Schedule)

|  |                  |
|--|------------------|
| ▪ Brick foundation repairs & new parge coat  | <u>\$ 33,000</u> |
| ▪ <b>Subtotal</b>                            | <b>\$ 33,000</b> |
| ▪ General Conditions (15%)                   | \$ 4,950         |
| ▪ General Contractor Overhead / Profit (25%) | \$ 8,250         |
| ▪ Owner Contingency (15%)                    | <u>\$ 4,950</u>  |
| ▪ <b>Subtotal</b>                            | <b>\$ 51,150</b> |
| ▪ Architectural/Engineering Fees (10%)       | <u>\$ 5,115</u>  |
| ▪ <b>Total Proposed Alternate 3</b>          | <b>\$ 56,265</b> |

#### Potential Future Scope

|   |                    |
|---|--------------------|
| ▪ Archaeological monitoring                           | \$ 3,000           |
| ▪ New addition with accessible entrance (\$400/SF)    | \$ 56,800          |
| ▪ Site work in the open space to the south (\$250/SF) | <u>\$ 868,750</u>  |
| ▪ <b>Subtotal</b>                                     | <b>\$ 928,550</b>  |
| ▪ General Conditions (15%)                            | \$ 139,283         |
| ▪ General Contractor Overhead / Profit (10%)          | \$ 92,855          |
| ▪ Owner Contingency (15%)                             | <u>\$ 139,283</u>  |
| ▪ <b>Subtotal</b>                                     | <b>\$1,299,971</b> |
| ▪ Architectural/Engineering Fees (10%)                | <u>\$ 129,998</u>  |
| ▪ <b>Subtotal</b>                                     | <b>\$1,429,969</b> |
| ▪ Inflation (10% / year @ 3 years = 30%)              | <u>\$ 428,991</u>  |
| ▪ <b>Total Future Scope</b>                           | <b>\$1,858,960</b> |



**six:**

## PHOTOGRAPHS & ILLUSTRATIONS

|                                |         |
|--------------------------------|---------|
| 6.1 Exterior Photos            | PAGE 50 |
| 6.2 Interior Photos   Level 1  | PAGE 73 |
| 6.3 Interior Photos   Basement | PAGE 90 |



## 6.1 EXTERIOR PHOTOS



East elevation / front facade.



East elevation / front facade.





House history plaque.



Flagstone sidewalk, steps, and retaining wall.





Grade falls south of 1050 9th St towards the sidewalk.

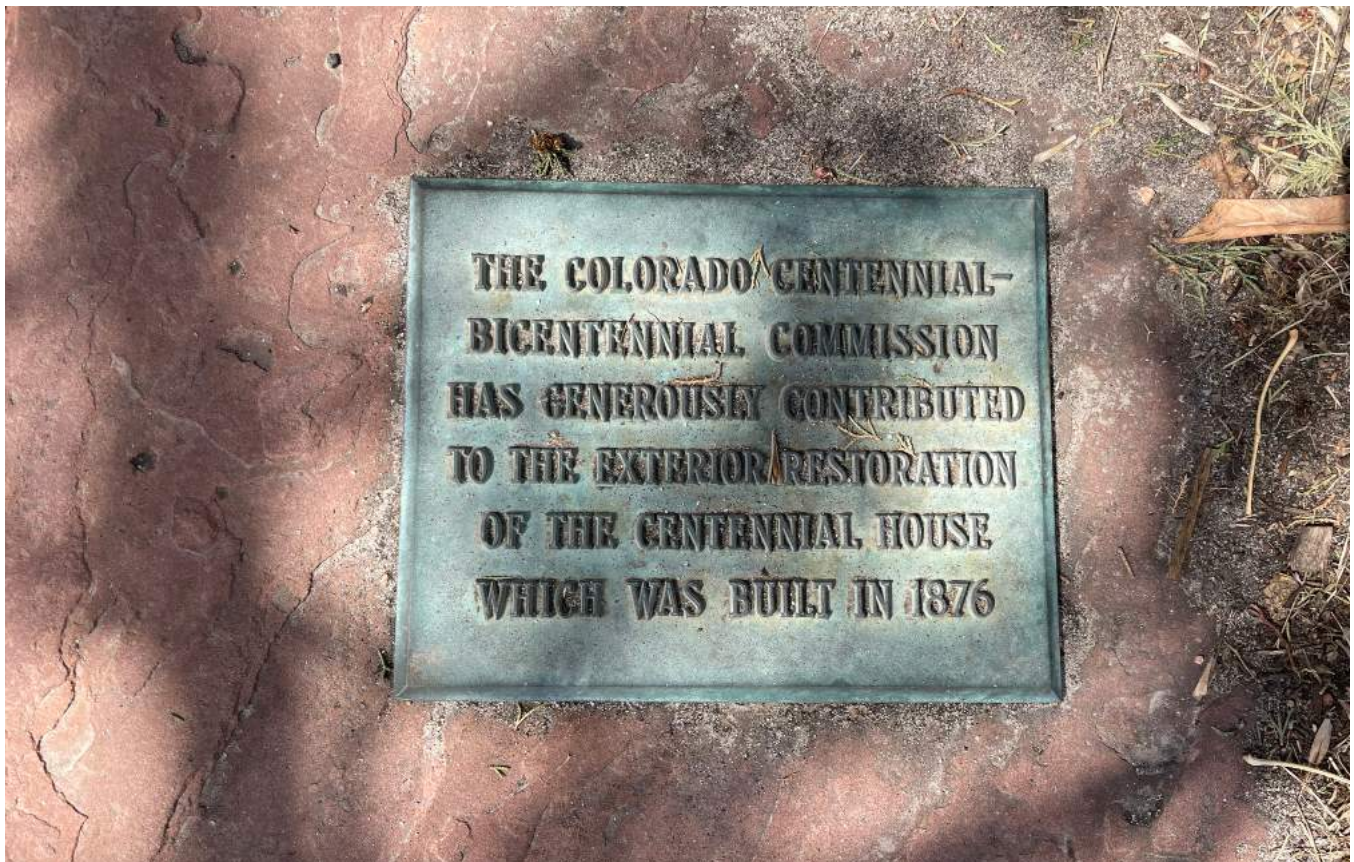


Stone retaining wall with wrought iron fence.





Flagstone walkway leading from the public sidewalk to the front porch.



Donor plaque at the walkway.





East facade with red brick walls, wood arched-top windows, parged foundation wall.





Recessed portion of east facade.





Front porch.



Bracket detail below porch roof.



Water damage resulting in deterioration of the paint at turned porch columns and wood at the column base.



Paint bubbling at porch column.





Fascia damage at porch roof corner.



Connection between porch roof and front gable roof.



North elevation of porch.



Deterioration of the wood balusters at the porch guardrail.



Wood stairs and porch floor.



Wood stringer, floor structure, and screening material.

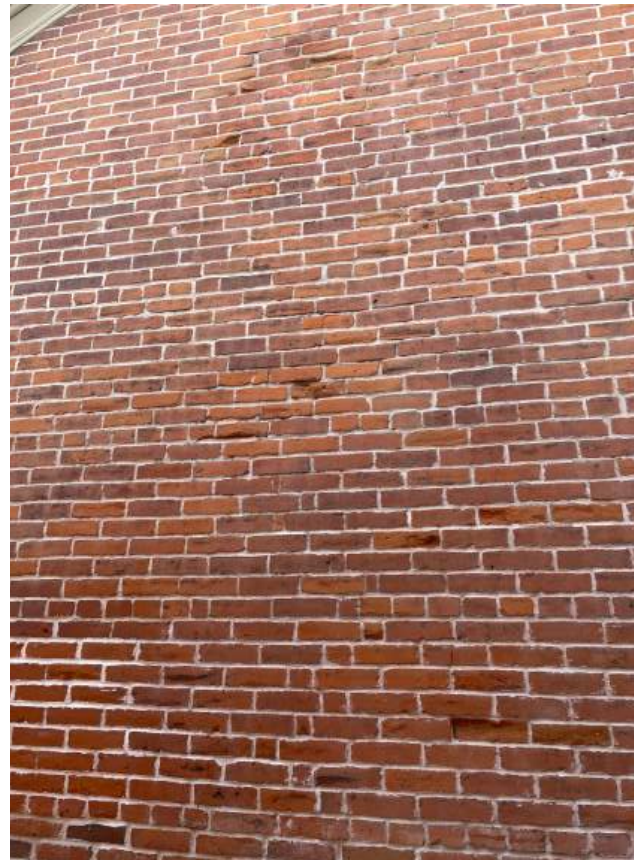




Grade falls south of 1050 9th St towards the sidewalk.



North elevation, side-facing gable end with ornamental wood molding at the roof eaves.



Condition of red brick at the north elevation. Common bond pattern.





Space between 1050 9th Street and adjacent structure to the north.



Equipment??



Basement level arched-top brick window.



Denver Water meter.



Downspout with splash pad and conduit along foundation wall.



Air conditioning unit on a concrete pad.





Wood window, storm, and sill on north elevation.



Wood sill deterioration and paint delamination from water infiltration.





North elevation of rear addition.



West elevation of rear addition.

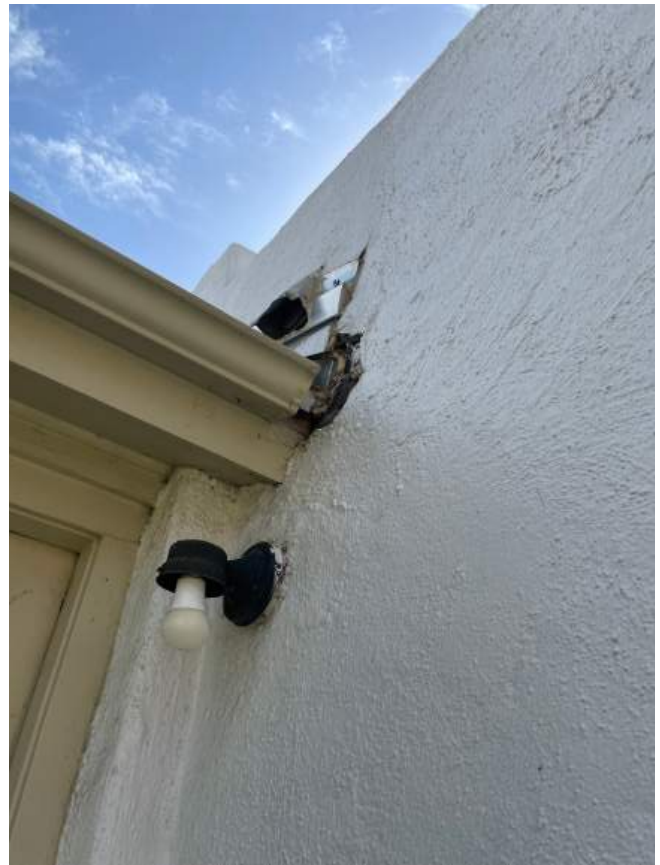


West elevation, stucco finish, wood windows and doors.





Wood paneled half-lite door and fixed window.



Wall-mounted light fixture missing shade. Flashing at shed roof draining to the downspout.



Concrete steps to rear entrance.





North facing wood windows at rear addition. Severe deterioration at the window sill and lower portion of the frame.



Wood paneling at the north elevation of the rear addition.



Severe deterioration at the corner of the wood window/sill.



Severe deterioration and rot at the wood window, gap between wood frame and glazing allows for air infiltration.



Deterioration of the wood window and sill at the north elevation of the rear addition.



Deterioration of the wood window and sill at the north elevation of the rear addition.



Gutter and downspout at west elevation of rear addition.



A downspout is missing from the gutter at the west elevation.



Wood window with storm and a brick sill at the west elevation.



Hose bib and **access to waste line?**





Southwest view of rear addition.



Southwest view of original 1876 structure.





South elevation of rear addition.



Wood window, storm, and sill on. Brick arched lintel with face brick delamination.



Wood sill paint delamination from water infiltration. Stucco damage at the window jamb.





West facing wood window, storm, and sill.



Access panel to attic space.



Transformer below the window mounted to a concrete pad serving the electrical wall panel. Rain bird irrigation system.



Severe deterioration and rot at the wood window, gap between wood frame and glazing allows for air infiltration.



Electrical boxes?



3 Phase, 240 volt, 200 amp electrical panel.





South elevation.



South elevation of original 1876 structure.





Lawn south of 1050 9th Street, looking southwest.



Lawn south of 1050 9th Street, looking west.



Lawn south of 1050 9th Street, looking southeast at the adjacent structure.



Lawn south of 1050 9th Street, looking east.



Lawn south of 1050 9th Street, looking northeast.



Ninth Street Historic Park central sidewalk, looking northwest.





South chimney.



Condition of red brick at the south elevation. Common bond pattern.



Conduit at southwest corner of original 1876 structure. Irrigation system.



Southwest corner of original 1876 structure.



Gas meter at southeast corner of original 1876 structure.



Wood window sill of south facing window.





Parapet and flat roof at rear addition, synthetic shingle roofing.



Deterioration at the wood fascia and eaves overlapping the flat roof.



North chimney.



Exhaust vent.



Plumbing vent over the bathroom.



Flat roof membrane.





Pendant fixture at porch.



Paneled wood entry door and transom window.



Secondary paneled wood entry door and transom window.

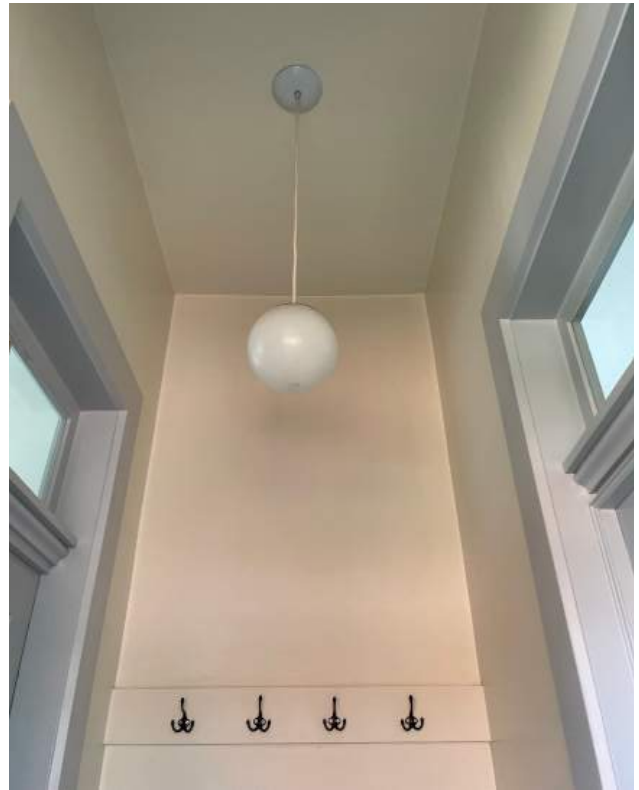


Secondary paneled wood entry door and transom window.

## 6.2 INTERIOR PHOTOS | LEVEL 1



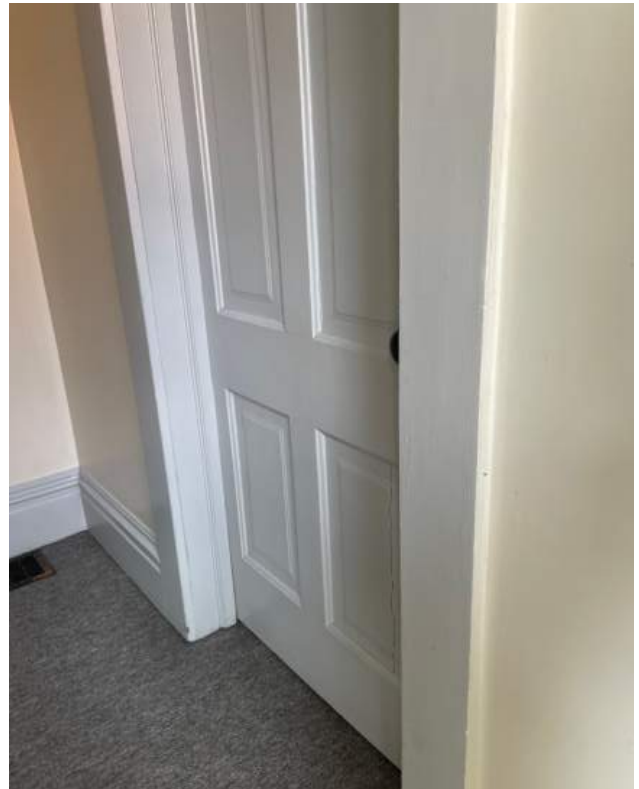
Corridor between existing Offices 1 and 2.



Non-original globe light fixture.



Door to existing Office 1.



Four-paneled wood door to existing Office 2.





Light fixture and plaster mold in existing Office 1.



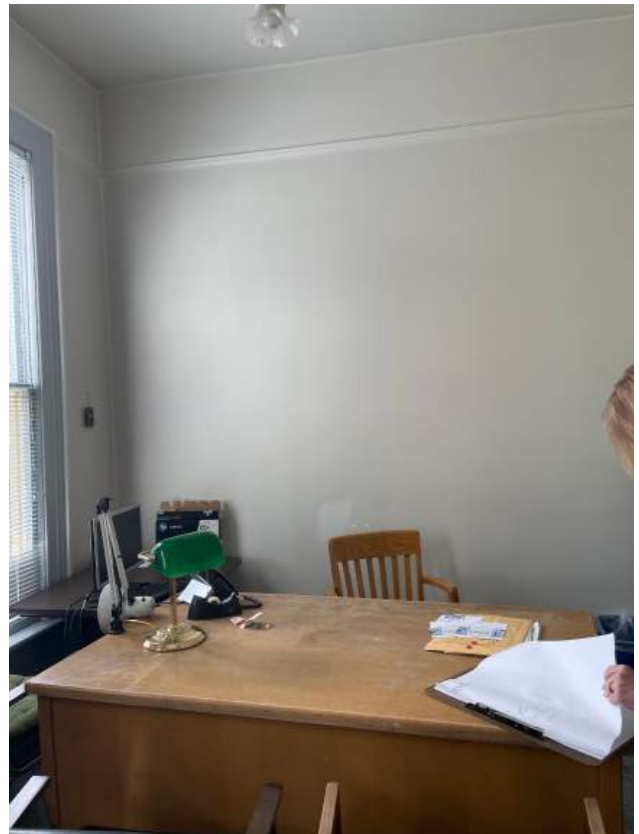
North wall of existing Office 1.



East wall of existing Office 1.



East wall of existing Office 1.



South wall of existing Office 1.



Double-hung window, cracked glazing in upper right pane.



Ventilation at floor of existing Office 1.



Interior casing and wood stool. Paint bubbling evidence of water intrusion.



Plaster and paint damage at base of south wall.



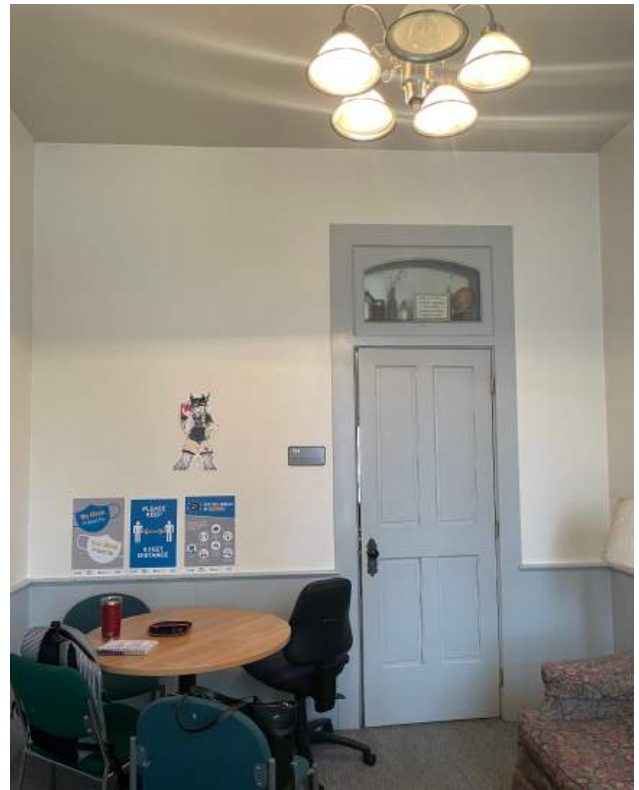
Plaster and paint damage at base of south wall.



Plaster and paint damage at base of south wall.



East wall of existing Reception / Meeting Room.



West wall of existing Reception / Meeting Room.



North wall of existing Reception / Meeting Room.



South wall of existing Reception / Meeting Room.





Transom and request to exit door hardware at the main entry door.



Push to exit door hardware at main entry door.



Thermostat on south wall of existing Reception / Meeting Room.



Wall switch at south wall of existing Reception / Meeting Room.



Strobe at south wall of existing Reception / Meeting Room.



Door knob with decorative escutcheon.



East wall and ceiling in existing Office 2. Non-original globe light fixture with plaster mold.



East wall in existing Office 2.



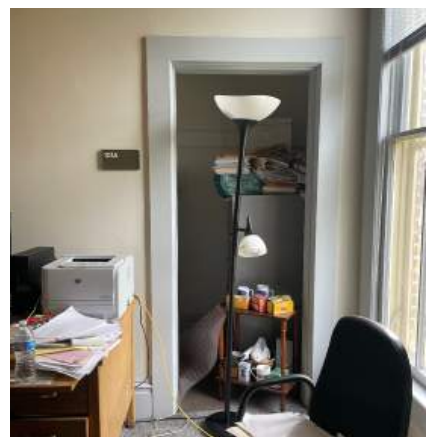
South wall in existing Office 2.



West wall in existing Office 2.



North wall in existing Office 2.



Closet in existing Office 2.



Missing hardware at bottom sash of existing window.



Broken hardware at meeting rail of existing window.



Ventilation at floor of existing Office 2.



Carpet in existing Office 2 is stretched and wrinkling.



Plaster damage at south wall of existing Office 2.

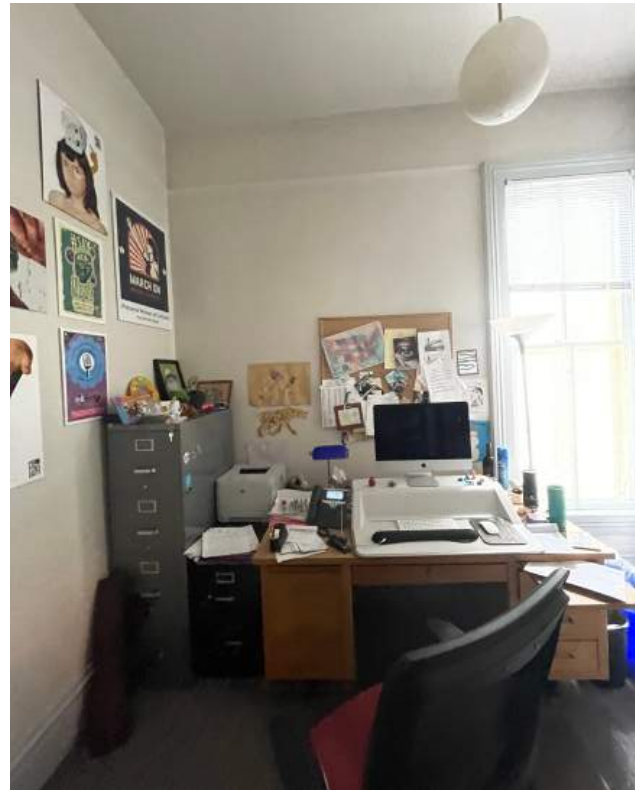


Plaster damage at south wall of existing Office 2.





Southeast corner of existing Office 3.



West wall of existing Office 3.



Existing Office 3 ceiling.



Plaster crack above west facing window.



North wall of existing Office 3.



North wall of existing Office 3.



Closet in existing Office 3.



Exhaust pipe in closet.





Built-in millwork shelving and glass doors.



Built-in millwork shelving and wood doors.



Built-in millwork drawers.



Wood panel concealing chase.



Opening between Reception / Meeting Room to Office 4.



In-wall cabinet with shelving in Office 4.



Office 4.



Non-original globe pendant fixture in Office 4.





North wall of Office 4.



North wall of Office 4.



South wall of Office 4.



East wall of Office 4.



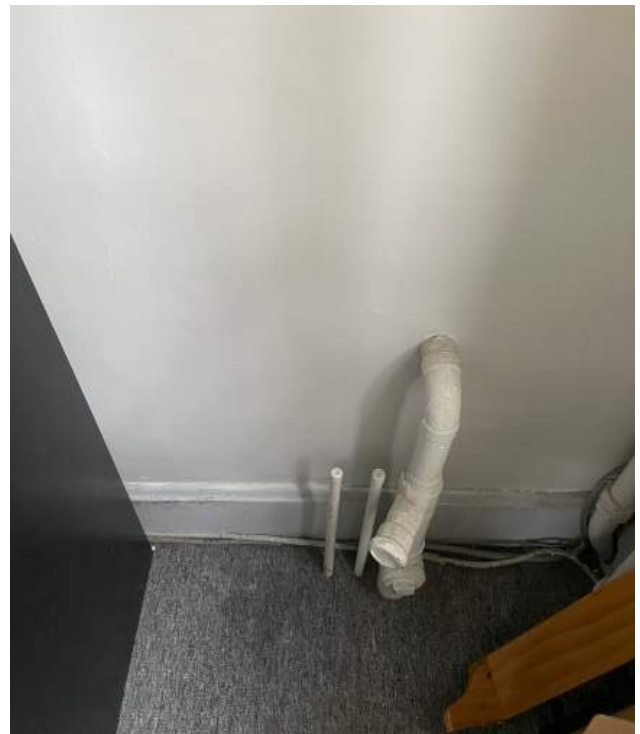
Electrical panel in closet of Office 4.



Electrical panel in closet of Office 4.



Closet in Office 4.



Exhaust pipe in closet.





Ceiling in existing Break Room.



East wall in existing Break Room.



Opening from Office 4 to Break Room.



Break Room, looking west.



Door hardware at head fo existing Break Room door.



Push to exit hardware in existing Break Room.



North-facing windows in existing Break Room.



Receptacles along north wall of existing Break Room.



Deterioration at the window frame.



Water damage at the window mullion.



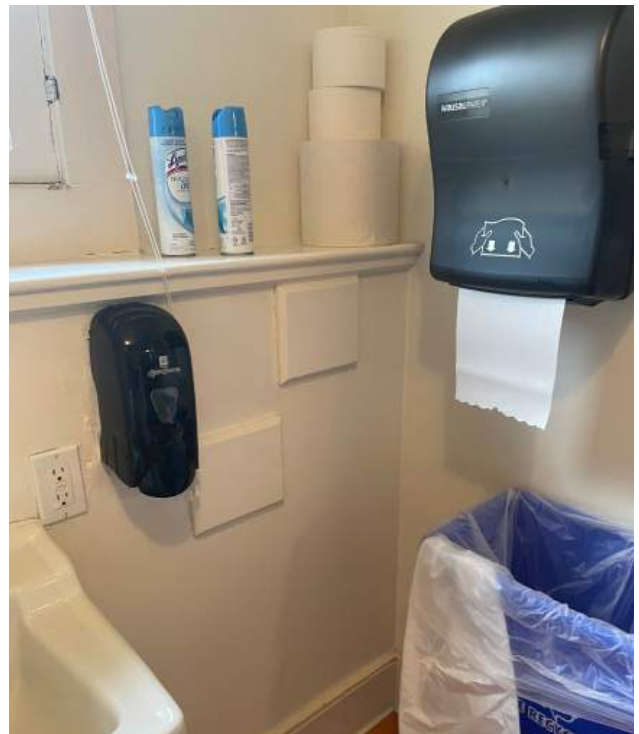
West wall of existing Bathroom.



Wall-mounted lavatory.



VCT flooring in the existing Bathroom.



West wall of existing Bathroom.





Surface-mounted light fixture.



Ceiling vent in existing Bathroom.



Ventilation at the base of the north wall of the existing Bathroom.



Bathtub in the existing Bathroom.

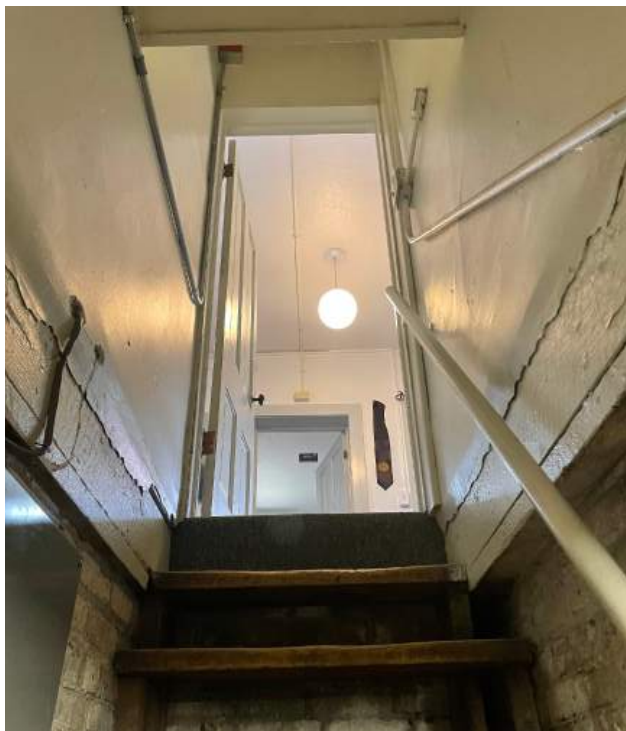


Water closet in the existing Bathroom.



Four-paneled wood door to the Bathroom.

## 6.3 INTERIOR PHOTOS | BASEMENT



Basement stair and handrail.



Basement stair and handrail.



West wall of the Basement.



North wall of the Basement.





Northwest corner of Basement.



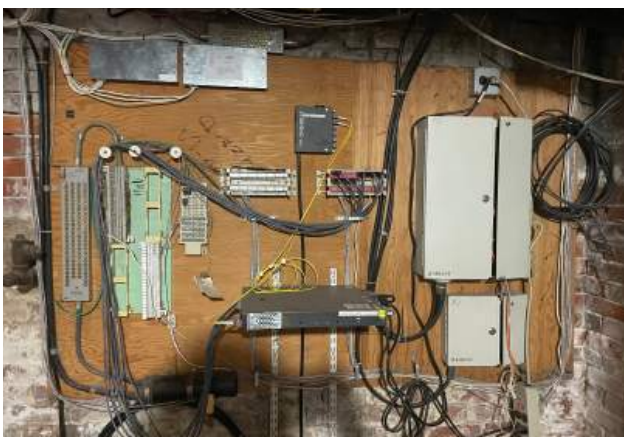
Northeast corner of Basement.



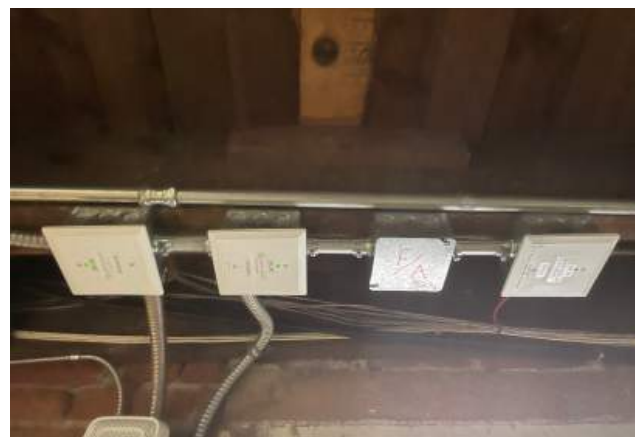
Original wood window with wire glass.



Original wood window with wire glass.



Telephone, data / fiber optic housing, and radiant panels.



Fire alarm boxes.



Water heater.



Water heater.



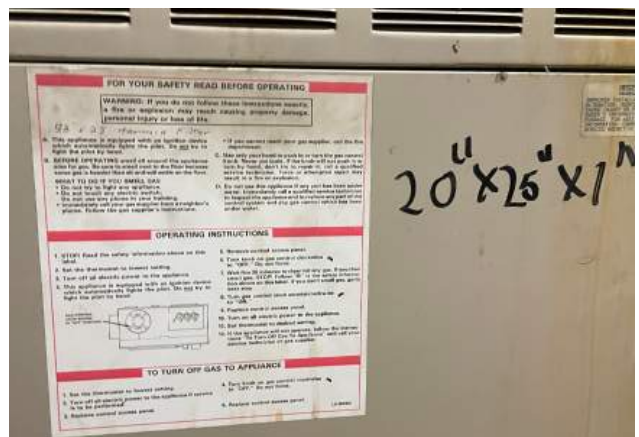
Water heater switch.



Basement floor.



Existing HVAC system.



Existing HVAC system.





Fire alarm panel at north wall of Basement.



Fire alarm panel at north wall of Basement.



Crawl space at south side of Basement.



Crawl space at south side of Basement.



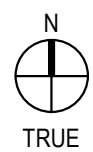
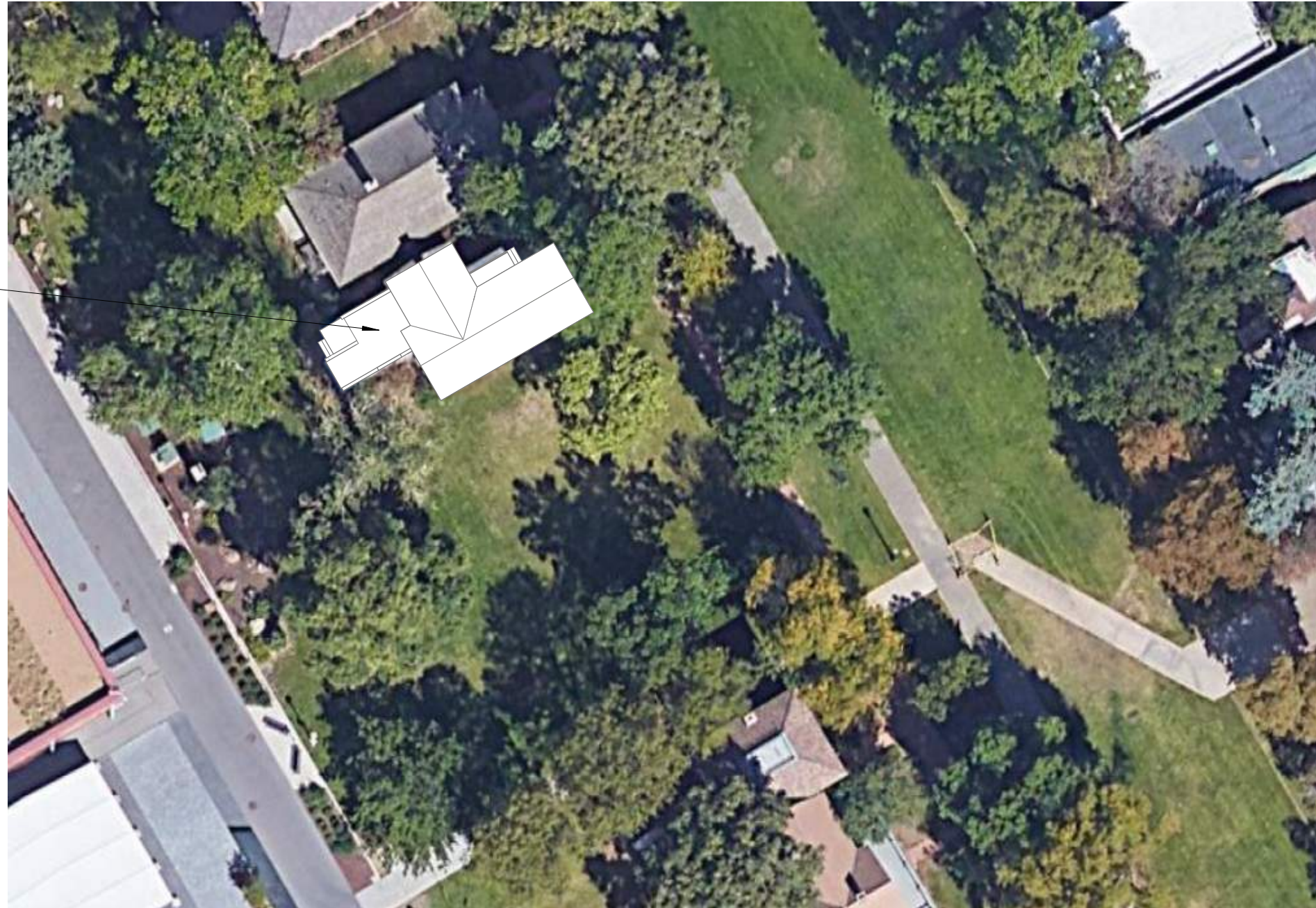
**seven:**

## | APPENDIX

- Floor Plans
- Hazardous Materials Report
- National Register of Historic Places Inventory -  
Nomination Form

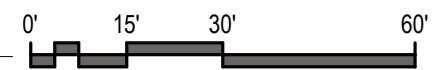


EXISTING HISTORIC  
STRUCTURE  
1,182 GROSS SQ FT



## EXISTING SITE PLAN

1" = 30'-0"



SCALE: 1" = 30'

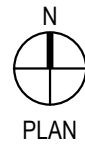
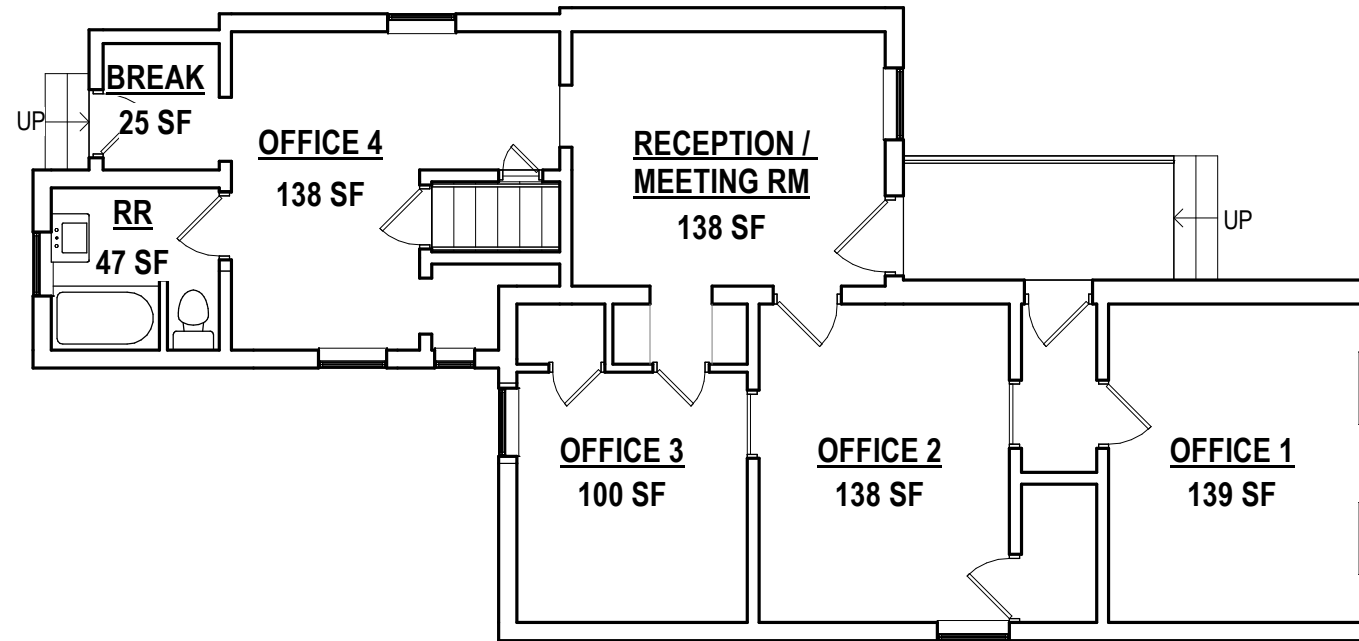
EXISTING SITE PLAN



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1050 9TH STREET

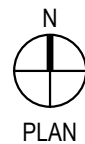
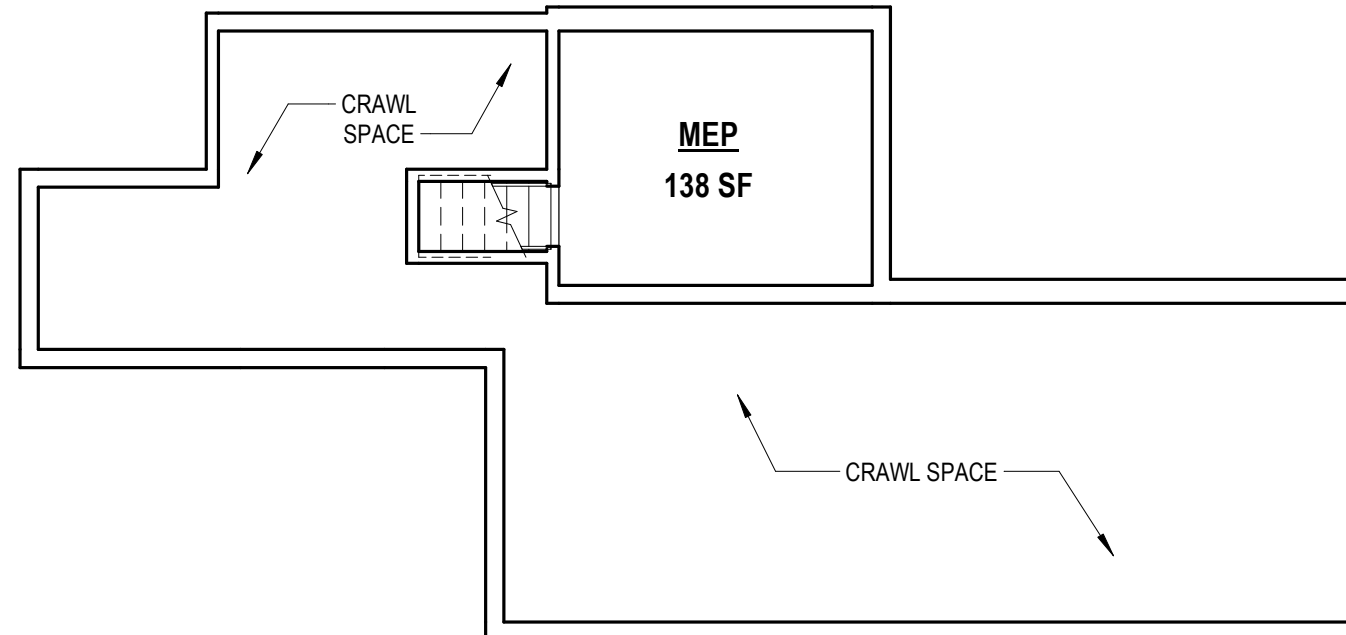
22310-01  
07/08/2022



## EXISTING LEVEL 1 PLAN

1/8" = 1'-0"

0' 2' 4' 8' 16'  
SCALE: 1/8" = 1'-0"

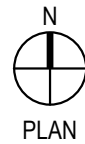
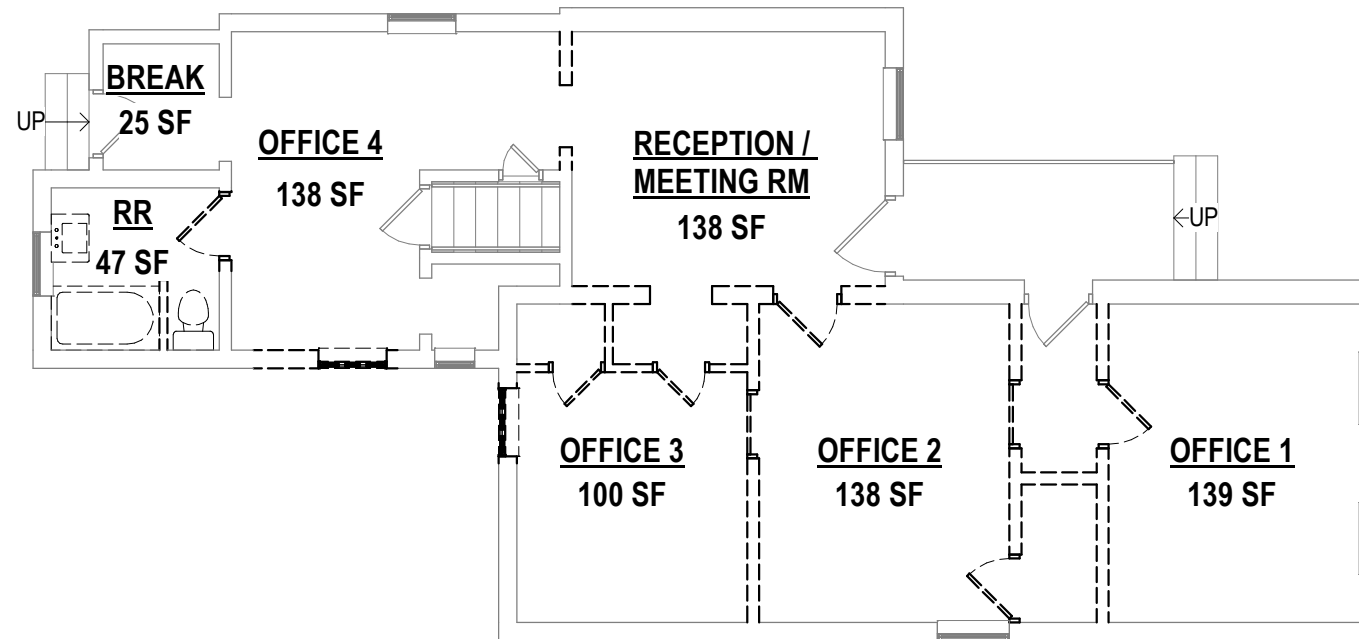


## EXISTING BASEMENT PLAN

1/8" = 1'-0"

0' 2' 4' 8' 16'  
SCALE: 1/8" = 1'-0"

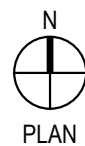
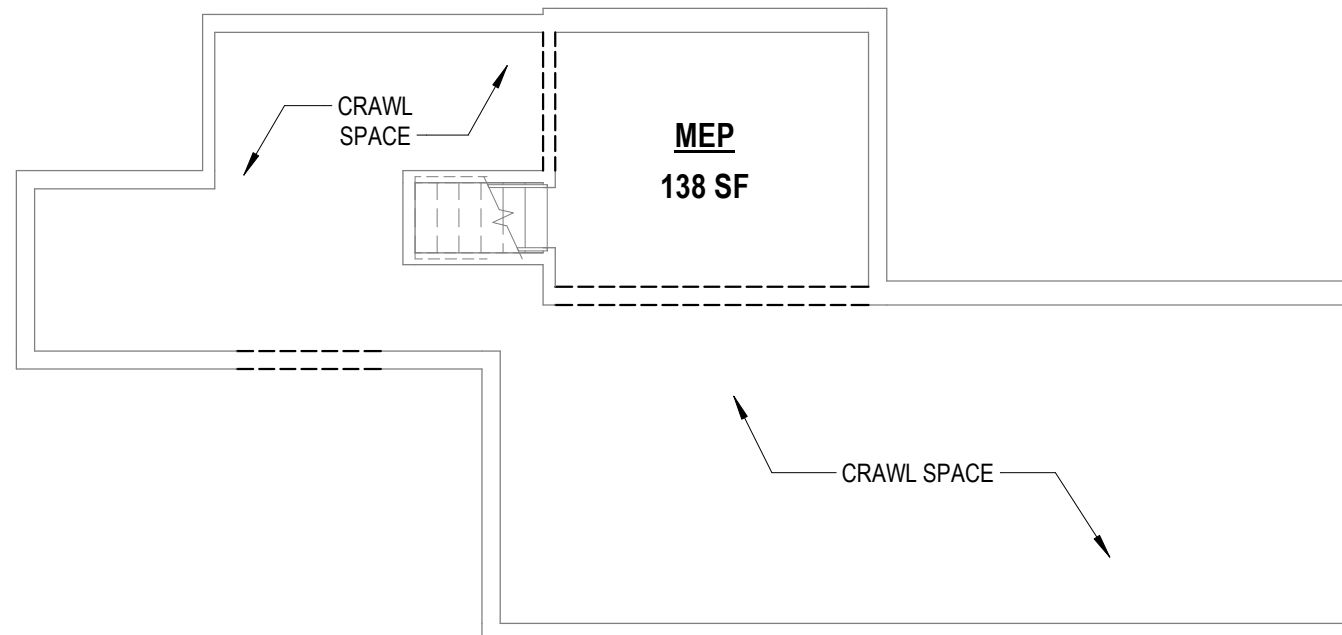
EXISTING FLOOR PLANS



## LEVEL 1 DEMOLITION PLAN

1/8" = 1'-0"

0' 2' 4' 8' 16'  
SCALE: 1/8" = 1'-0"

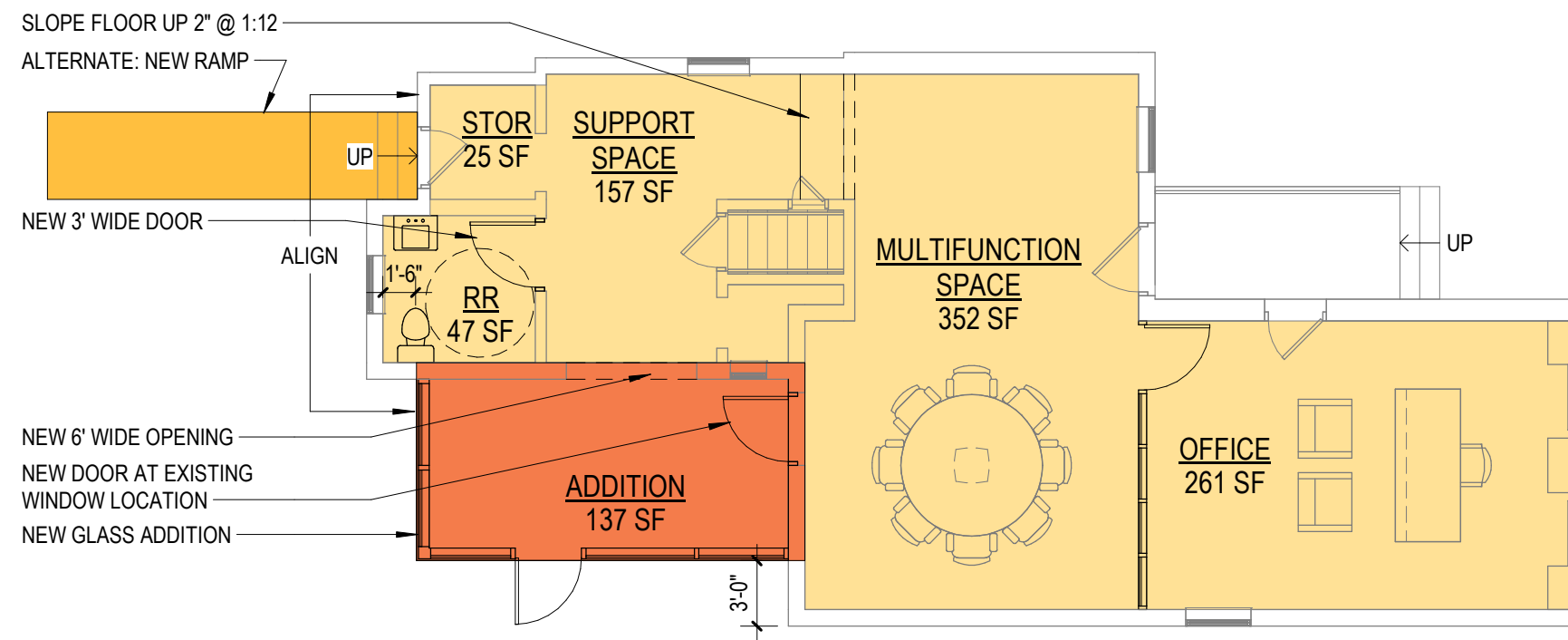


## BASEMENT DEMOLITION PLAN

1/8" = 1'-0"

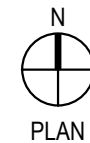
0' 2' 4' 8' 16'  
SCALE: 1/8" = 1'-0"

PROPOSED DEMOLITION PLANS



## LEGEND

- PROPOSED PROJECT
- ALTERNATES
- FUTURE ACCESSIBLE ADDITION
- NA FUTURE OUTDOOR SPACE (RE: SITE PLAN)

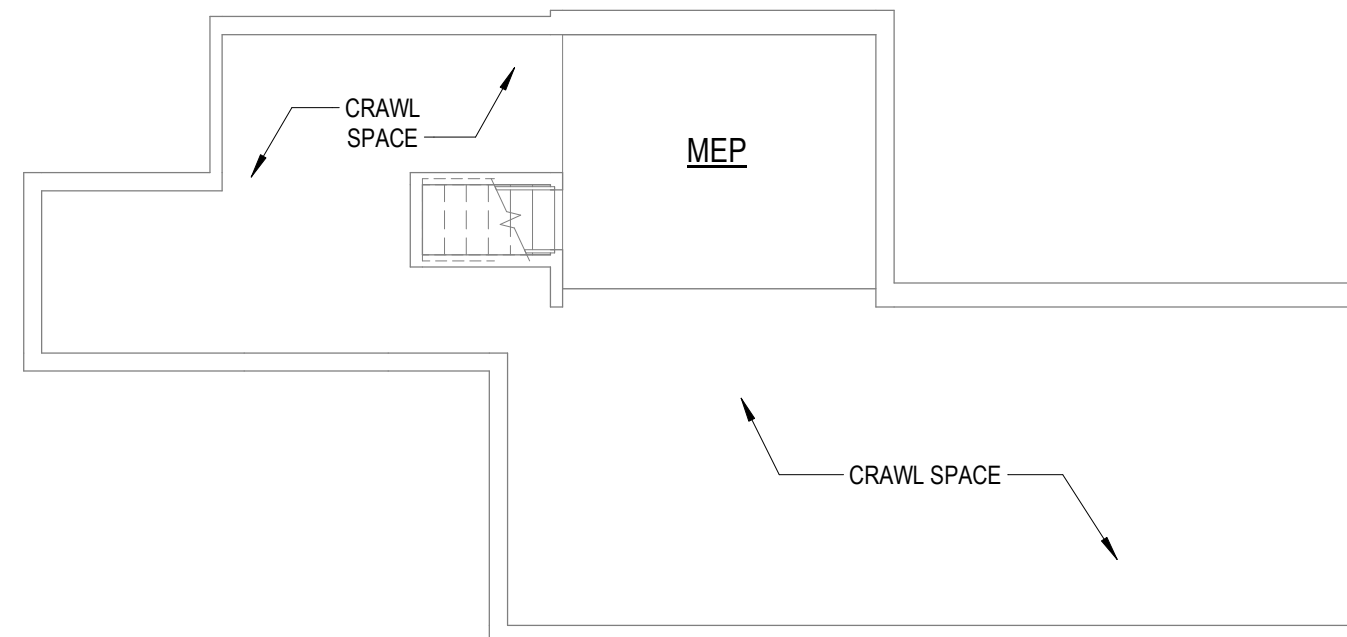


# PROPOSED LEVEL 1 FLOOR PLAN

1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



# PROPOSED BASEMENT FLOOR PLAN

1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

PROPOSED FLOOR PLANS

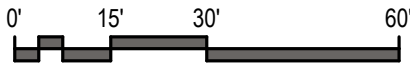


# 1930 SANBORN MAP



## PROPOSED SITE PLAN | POTENTIAL FUTURE SCOPE

1" = 30'-0"



SCALE: 1" = 30'

PROPOSED SITE PLAN



© 2022 Eppstein Uhen Architects, Inc.

1050 9TH STREET

22310-01  
07/08/2022





VIRGINIA THEOLOGICAL SEMINARY, IMMANUEL CHAPEL MEMORIAL GARDEN

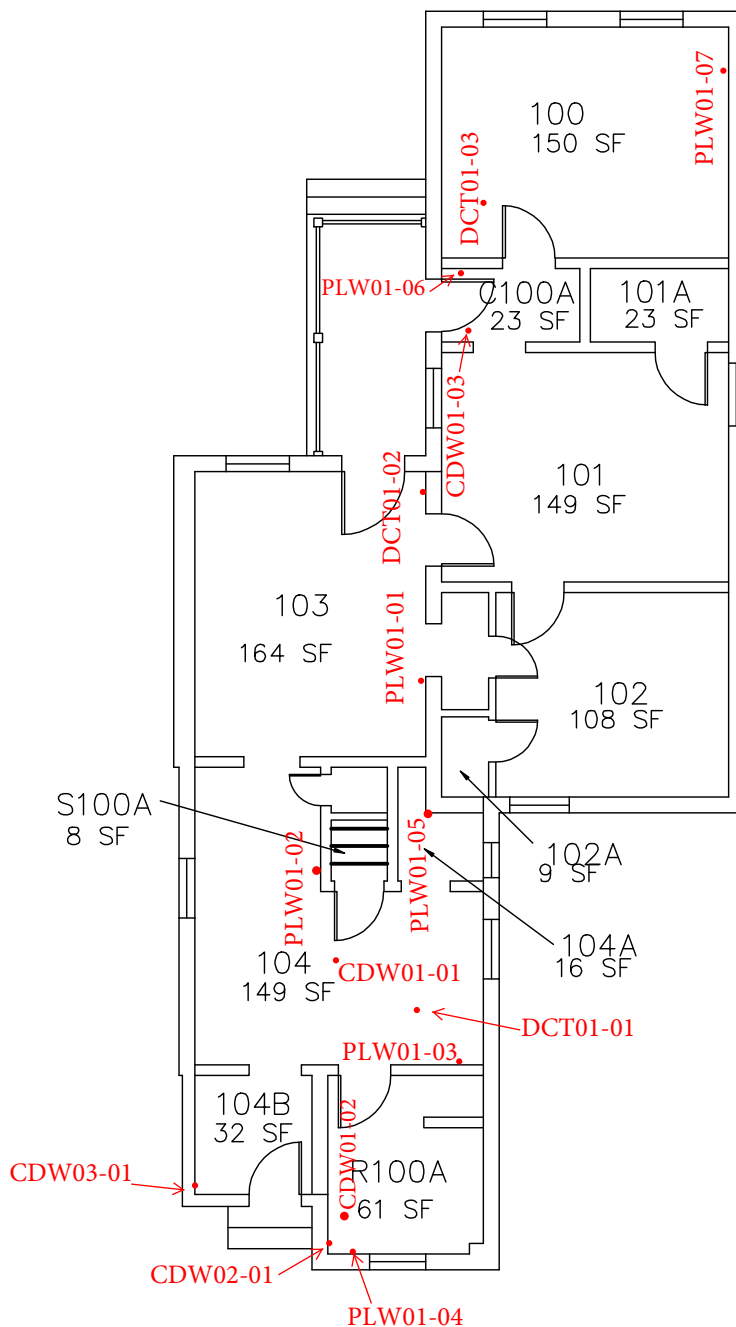


AURARIA | TIVOLI QUADRANGLE

LANDSCAPE PRECEDENT IMAGES



J:\1050 9th st\Revised Floor Plans May 2008\1050\_1A\_Rev May 2008.dwg, 5/29/2008 7:48:58 AM



● - Non - Abestos Containing Material

● - Asbestos Containing Material



# Auraria Higher Education Center

DENVER, COLORADO

BUILDING:

1050 9th St  
Denver CO

Figure 1-1  
Bulk Sampling  
Location Drawing

PROJ. # UCD  
ISSUED 3/5/98  
REVISION RECORD  
AHEC 05/29/08

Environmental  
Technical Solutions

# **LIMITED ASBESTOS CONTAINING MATERIAL INSPECTION REPORT**

**1050 9<sup>th</sup> Street, Denver, Colorado 80204**



**Prepared by:**

**Environmental**   
**Technical Solutions**

**2432 S. Downing Street  
Denver, Colorado  
80210  
303-722-2973**

**Project Number: E17.106**



2432 S. Downing Street, Denver, Colorado 80210 • 303.722.2973 • Fax: 303.722.2974

February 27, 2018

Mr. Peter Hagan  
Auraria Higher Education Center  
Facility Services  
1156 7<sup>th</sup> Street  
Denver, CO 80204

**Subject:**

**Findings of the Limited Asbestos Containing Materials Survey Conducted at 1050 9<sup>th</sup> Street, Denver, Colorado 80204 within Auraria Campus.**

Project Number: E17.106

Dear Mr. Hagen:

Environmental Technical Solutions, LLC (ETS) has completed limited asbestos containing material (ACM) survey services at 1050 9<sup>th</sup> Street, Denver, Colorado 80204 within Auraria Campus. The residential home is currently being used as office space for Auraria Campus faculty and is considered a commercial building. Only suspect asbestos containing walls and ceilings within the building were evaluated during this bulk sampling event.

The purpose of the limited ACM survey was to identify the presence, location, condition and quantity of suspect asbestos containing building materials that may be impacted by the 2018 fire alarm project.

The limited asbestos building survey was conducted according to Environmental Protection Agency (EPA) Asbestos Hazard and Emergency Response Act (AHERA), Occupational Safety and Health Association (OSHA) 29CFR1910.1001 requirements, Colorado Department of Public Health and Environment (CDPHE) as well as generally accepted industry standards. Asbestos building survey activities were conducted by AHERA and CDPHE accredited personnel (Appendix C).

**Asbestos Regulatory Criteria**

Applicable asbestos regulations define ACM as material containing greater than 1.0 percent asbestos by weight and also distinguish between friable and non-friable forms of ACM. Friable ACMs can be crumbled or reduced to powder by hand pressure when dry. Non-friable materials cannot be crumbled, pulverized or reduced to powder by hand pressure.

EPA further classifies non-friable ACM as Category I and II. Category I non-friable ACMs include roofing tars, felts, asphalt shingles and vinyl-asbestos floor tiles with mastic. Category II non-friable ACMs are defined as all other non-friable ACM. During abatement, applicable regulations identify removal requirements based on the friability classification of an ACM.

Removal of ACM is not required by regulation unless the potential for an airborne release of asbestos fibers in excess of allowable levels exists. Typically, the potential for an airborne release of asbestos fibers exists in three circumstances:

- The ACM will be impacted during maintenance, renovation, or demolition.
- The material is significantly deteriorated to the extent that asbestos debris is present.
- The ACM will be subject to future deterioration by vibration, airflow, or weathering.

CDPHE Regulation 8, Part B - Asbestos applies to asbestos abatement projects where the amount of material removed exceeds 260 linear feet on pipes, 160 square feet on other surfaces, or the volume equivalent to a 55-gallon drum with regards to a commercial building.

### **Asbestos Sample Collection and Analysis**

Bulk samples of suspect ACMs were collected in a random and representative manner, as determined by the Asbestos Building Inspector. Bulk material samples were collected by taking a composite core that includes all layers within the suspect ACMs.

The bulk suspect asbestos samples were submitted to Reservoirs Environmental, Inc located in Denver, Colorado. Reservoirs Environmental, Inc is a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory. The samples were analyzed by Polarized Light Microscopy (PLM) to determine asbestos type and percent.

The total asbestos reported is the average of all components in the material, with the asbestos content of separate layers also identified. The EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) and CDPHE require point count analysis for friable materials found to contain detectable amounts of asbestos at 1% or less by weight. Unused portions of samples are archived for 60 days unless the client requests special handling. Laboratory analysis sheets are included in Appendix B.

### **Asbestos Inspection Findings**

16 material bulk samples were collected from 6 suspect ACM types. 9 out of 16 material bulk samples collected during the investigation were none detected for asbestos content, including 6 PLW01 plaster bulk samples. 1 PLW01 plaster bulk sample was asbestos containing for a total of 7 PLW01 plaster bulk samples. All plaster throughout the dwelling is considered asbestos containing. The plaster is considered friable and in good condition.

3 ceiling texture bulk samples were asbestos containing. The texture is considered friable and in good condition. 2 drywall wall composite bulk samples also contained the friable asbestos containing ceiling texture.

1 drywall composite sample was less than 1% asbestos content. The drywall joint compound itself was estimated to contain 3% asbestos content. EPA, CDPHE allow each layer of the drywall to be analyzed as a composite sample. EPA and the CDPHE does not regulate building materials that contain less than 1% asbestos content; however, OSHA considers each layer separately.

The drywall joint compound is considered friable. Maintain material in undamaged condition. Should the joint compound become damaged or disturbed, removal should be performed using proper procedures utilizing personnel trained in asbestos removal techniques and personal protective equipment.

Assume friable asbestos containing plaster and texture overspray exists within inaccessible wall and ceiling cavities and underneath flooring.

If building materials are discovered that do not have the same material description as the materials listed on Table 1 in Appendix A then additional bulk sampling should be performed or the material should be assumed ACM. Appendix A contains a summary table that identifies suspect material descriptions, bulk sample locations, lab results, and associated quantities. Figure 1 contains the material bulk sample location drawings. Figure 2 contains the ACM location drawing.

If ACMs or trace ACMs will be impacted during renovation activities then activities impacting the ACMs or trace materials should be done according to local, state and federal regulations by trained personnel and properly managed to prevent asbestos contamination and the release of airborne asbestos fibers.

### **Limitations**

ETS performed limited asbestos building survey services in a manner consistent with the level of care and expertise exercised by members of the asbestos inspection and assessment profession. ETS does not imply or guarantee that every suspect ACM on or in the building has been identified or sampled.

This limited asbestos building survey is intended to identify those components that are reasonably suspect and are most likely to be ACM in quantities subject to regulation based on existing industry and regulatory standards. Only suspect asbestos containing walls and ceilings within the building that may be impacted during the 2018 fire alarm project were evaluated during this bulk sampling event. In the event of demolition or renovation, asbestos could be discovered that was not identified during this investigation.

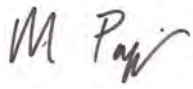
ETS does not intend for this report to be used as a bid document or a scope of work. ETS does not take responsibility for inaccuracies reported by third party laboratories.

### **Use by Third Parties**

This report was prepared pursuant to agreements between ETS and client. That contractual relationship included an exchange of information about the subject site that was unique and between ETS and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between ETS and its client, reliance or any use of this report by anyone other than client or authorized agents, for whom it was prepared, is prohibited and therefore not foreseeable to ETS.

Please call 303-722-2973 with any questions or concerns.

Respectfully,

A handwritten signature in dark ink, appearing to read "Mike Pozzi", with a stylized flourish at the end.

Mike Pozzi  
Environmental Scientist

Enclosures:

|            |                                       |
|------------|---------------------------------------|
| Appendix A | Summary Table including Photo Log     |
| Appendix B | Laboratory Analysis Reports           |
| Appendix C | Inspector and Firm Certifications     |
| Figure One | Material Bulk Sample Location Drawing |
| Figure Two | ACM Location Drawing                  |



## **APPENDIX A**

### **ACM Summary Table Including Photo Log**

**Table 1: Sample Data – 1050 9<sup>th</sup> Street, Denver, Colorado 80204**

| Sample Number | Material Description/Sample Location   | Quantities | Results  |
|---------------|--|------------|--|
| CDW01-01      | Tan/pink drywall composite with white bumpy texture/104, ceiling, 6.5' from north wall, 11.5' from west wall | 850 SF     | Drywall - ND<br>Texture –<br>2% Chrysotile                           |
| CDW01-02      | Tan/pink drywall composite with white bumpy texture/R100A, ceiling, 3' from north wall, 2' from east wall    |            | ND   |
| CDW01-03      | Tan/pink drywall composite with white bumpy texture/C100A, ceiling, 1.5' from north wall, 2' from west wall  |            | Drywall - ND<br>Texture –<br>2% Chrysotile                           |
| CDW02-01      | Tan drywall composite (no texture)/R100A, north wall at west wall, 4' high                                   | 100 SF     | ND   |
| CDW03-01      | Tan drywall composite (no texture)/104B, north wall at west wall, 6' high                                    | 100 SF     | Drywall - ND<br>Joint compound –<br>3% Chrysotile<br>Composite 0.09% |
| DCT01-01      | White bumpy texture/104, ceiling, 3' from south wall, 3' from west wall                                      | 850 SF     | 3% Chrysotile  |
| DCT01-02      | White bumpy texture/103, ceiling, 1' from south wall, 4' from east wall                                      |            | 3% Chrysotile  |
| DCT01-03      | White bumpy texture/100, ceiling, 4' from north wall, 2.5' from west wall                                    |            | 2% Chrysotile  |
| OTO01-01      | Red brick with gray and white mortar/South wall at crawlspace access   | 350 SF     | ND   |
| PLW01-01      | White smooth coast plaster with tan granular/103, south wall, 3' from west wall, 3.5' high                   | 3,000 SF   | ND   |
| PLW01-02      | White smooth coast plaster with tan granular/104, south wall, 3' from east wall, 4' high                     |            | ND   |
| PLW01-03      | White smooth coast plaster with tan granular/104, west wall, 4' from south wall, 4' high                     |            | ND   |
| PLW01-04      | White smooth coast plaster with tan granular/R100A, west wall, 1' from north wall, 6' high                   |            | ND   |
| PLW01-05      | White smooth coast plaster with tan granular/104A, east wall, 2' from south wall, 6' high                    |            | 3% Chrysotile  |
| PLW01-06      | White smooth coast plaster with tan granular/C100A, east wall, 2.5' from north wall, 1' high                 |            | ND   |
| PLW01-07      | White smooth coast plaster with tan granular/100, south wall, 4.5' from east wall, 3' high                   |            | ND   |

ND = None Detected, NA = Not Applicable, SF = Square Feet, LF = Linear feet

## PHOTO LOG

*AHEC Fire Alarm Project – 1050 9<sup>th</sup> Street, Denver, Colorado 80204*



CDW01 & DCT01



CDW02



CDW03



OTO01



PLW01

## **APPENDIX B**

### **Laboratory Analysis Reports**



January 9, 2018

**Subcontract Number:** NA  
**Laboratory Report:** RES 397955-1  
**Project # / P.O. #** E17.106  
**Project Description:** 1050 9th Street

Mike Pozzi  
Environmental Technical Solutions  
2432 S. Downing Street  
Denver CO 80210

Dear Customer,

Reservoirs Environmental, Inc. is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA), Lab ID 101533 - Accreditation Certificate #480 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Reservoirs Environmental, Inc. has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

**RES 397955-1** is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Reservoirs Environmental, Inc. will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Reservoirs Environmental, Inc. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,

A handwritten signature in blue ink that reads "Elisa Mari". Below the signature, the text "Elisa Mari for" is printed in a small, blue, sans-serif font.

Jeanne Spencer  
President

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: **RES 397955-1**  
 Client: **Environmental Technical Solutions**  
 Client Project Number / P.O.: **E17.106**  
 Client Project Description: **1050 9th Street**  
 Date Samples Received: **January 04, 2018**  
 Method: **EPA 600/R-93/116 - Short Report, Bulk**  
 Turnaround: **3-5 Day**  
 Date Samples Analyzed: **January 09, 2018**

ND=None Detected  
 TR=Trace, <1% Visual Estimate  
 Trem/Act=Tremolite/Actinolite

| Client Sample Number | Lab ID Number | L<br>A<br>Y<br>E<br>R | Physical Description                                   | Sub Part (%) | Asbestos Content  |                     | Non Asbestos Fibrous Components (%) | Non-Fibrous Components (%) |
|----------------------|---------------|-----------------------|--|--------------|-------------------|---------------------|-------------------------------------|----------------------------|
|                      |               |                       |  |              | Mineral           | Visual Estimate (%) |                                     |                            |
| CDW01-01             | EM 2000168    | A                     | White compound   | 2            | <b>Chrysotile</b> | <b>2</b>            | 0                                   | 98                         |
|                      |               | B                     | Off white multi-layered paint                          | 8            |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | C                     | Off white/tan drywall                                  | 90           |                   | <b>ND</b>           | 20                                  | 80                         |
| CDW01-02             | EM 2000169    | A                     | Off white/tan drywall w/ off white multi-layered paint | 100          |                   | <b>ND</b>           | 25                                  | 75                         |
| CDW01-03             | EM 2000170    | A                     | White compound   | 2            | <b>Chrysotile</b> | <b>2</b>            | 0                                   | 98                         |
|                      |               | B                     | Off white paint  | 3            |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | C                     | Off white/tan drywall                                  | 95           |                   | <b>ND</b>           | 25                                  | 75                         |
| CDW02-01             | EM 2000171    | A                     | White tape   | 3            |                   | <b>ND</b>           | 95                                  | 5                          |
|                      |               | B                     | White compound w/ white paint                          | 5            |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | C                     | White joint compound                                   | 5            |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | D                     | Gray/tan drywall                                       | 87           |                   | <b>ND</b>           | 20                                  | 80                         |
| CDW03-01             | EM 2000172    | A                     | Light gray paint                                       | 2            |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | B                     | Off white compound                                     | 3            | <b>Chrysotile</b> | <b>3</b>            | 0                                   | 97                         |
|                      |               | C                     | Off white/tan drywall                                  | 95           |                   | <b>ND</b>           | 20                                  | 80                         |

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.



## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: **RES 397955-1**  
 Client: **Environmental Technical Solutions**  
 Client Project Number / P.O.: **E17.106**  
 Client Project Description: **1050 9th Street**  
 Date Samples Received: **January 04, 2018**  
 Method: **EPA 600/R-93/116 - Short Report, Bulk**  
 Turnaround: **3-5 Day**  
 Date Samples Analyzed: **January 09, 2018**

ND=None Detected  
 TR=Trace, <1% Visual Estimate  
 Trem/Act=Tremolite/Actinolite

| Client Sample Number | Lab ID Number | L<br>A<br>Y<br>E<br>R | Physical Description   | Sub Part (%) | Asbestos Content |                     | Non Asbestos Fibrous Components (%) | Non-Fibrous Components (%) |
|----------------------|---------------|-----------------------|------------------------|--------------|------------------|---------------------|-------------------------------------|----------------------------|
|                      |               |                       |                        |              | Mineral          | Visual Estimate (%) |                                     |                            |
| DCT01-01             | EM 2000173    | A                     | Tan paper              | 5            | Chrysotile       | ND                  | 95                                  | 5                          |
|                      |               | B                     | Off white paint        | 35           |                  | ND                  | 0                                   | 100                        |
|                      |               | C                     | Off white texture      | 60           |                  | 3                   | 0                                   | 97                         |
| DCT01-02             | EM 2000174    | A                     | Tan paper              | 20           | Chrysotile       | ND                  | 95                                  | 5                          |
|                      |               | B                     | Off white paint        | 35           |                  | ND                  | 0                                   | 100                        |
|                      |               | C                     | White texture          | 45           |                  | 3                   | 0                                   | 97                         |
| DCT01-03             | EM 2000175    | A                     | Off white paint        | 25           | Chrysotile       | ND                  | 0                                   | 100                        |
|                      |               | B                     | Off white texture      | 25           |                  | 2                   | 0                                   | 98                         |
|                      |               | C                     | Tan paper              | 50           |                  | ND                  | 95                                  | 5                          |
| OTO01-01             | EM 2000176    | A                     | Red granular material  | 10           |                  | ND                  | 0                                   | 100                        |
|                      |               | B                     | Gray granular material | 90           |                  | ND                  | 0                                   | 100                        |

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

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 Date Samples Analyzed: **January 09, 2018**

ND=None Detected  
 TR=Trace, <1% Visual Estimate  
 Trem/Act=Tremolite/Actinolite

| Client Sample Number | Lab ID Number | L<br>A<br>Y<br>E<br>R | Physical Description   | Sub Part (%) | Asbestos Content |                     | Non Asbestos Fibrous Components (%) | Non-Fibrous Components (%) |
|----------------------|---------------|-----------------------|--|--------------|------------------|---------------------|-------------------------------------|----------------------------|
|                      |               |                       |  |              | Mineral          | Visual Estimate (%) |                                     |                            |
| PLW01-01             | EM 2000177    | A                     | White paint w/ white compound  | 20           |                  | ND                  | 0                                   | 100                        |
|                      |               | B                     | White plaster w/ beige/multi-colored paint & a trace of white compound | 35           |                  | ND                  | 0                                   | 100                        |
|                      |               | C                     | Gray granular plaster  | 45           |                  | ND                  | TR                                  | 100                        |
| PLW01-02             | EM 2000178    | A                     | White paint w/ white compound  | 15           |                  | ND                  | 0                                   | 100                        |
|                      |               | B                     | Gray perlite plaster   | 15           |                  | ND                  | 5                                   | 95                         |
|                      |               | C                     | White plaster w/ off white/multi-colored paint                         | 70           |                  | ND                  | 0                                   | 100                        |
| PLW01-03             | EM 2000179    | A                     | Off white/multi-colored paint w/ tan fibrous material                  | 5            |                  | ND                  | 20                                  | 80                         |
|                      |               | B                     | White paint w/ white compound  | 15           |                  | ND                  | 0                                   | 100                        |
|                      |               | C                     | White plaster  | 15           |                  | ND                  | 0                                   | 100                        |
|                      |               | D                     | Gray granular plaster  | 65           |                  | ND                  | TR                                  | 100                        |
| PLW01-04             | EM 2000180    | A                     | Off white granular plaster   | 5            |                  | ND                  | 0                                   | 100                        |
|                      |               | B                     | White plaster  | 20           |                  | ND                  | 0                                   | 100                        |
|                      |               | C                     | White paint w/ white compound  | 75           |                  | ND                  | 0                                   | 100                        |

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

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| Client Sample Number | Lab ID Number | L<br>A<br>Y<br>E<br>R | Physical Description                      | Sub Part (%) | Asbestos Content  |                     | Non Asbestos Fibrous Components (%) | Non-Fibrous Components (%) |
|----------------------|---------------|-----------------------|---|--------------|-------------------|---------------------|-------------------------------------|----------------------------|
|                      |               |                       |   |              | Mineral           | Visual Estimate (%) |                                     |                            |
| PLW01-05             | EM 2000181    | A                     | Blue/multi-colored paint w/ white plaster | 3            | <b>Chrysotile</b> | <b>ND</b>           | 0                                   | 100                        |
|                      |               | B                     | White resinous plaster                    | 5            |                   | <b>3</b>            | 0                                   | 97                         |
|                      |               | C                     | White paint w/ white compound             | 10           |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | D                     | Gray granular plaster                     | 82           |                   | <b>ND</b>           | TR                                  | 100                        |
| PLW01-06             | EM 2000182    | A                     | Off white/pink paint w/ white plaster     | 20           |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | B                     | Off white paint w/ white compound         | 25           |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | C                     | Gray granular plaster                     | 55           |                   | <b>ND</b>           | TR                                  | 100                        |
| PLW01-07             | EM 2000183    | A                     | White plaster                             | 8            |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | B                     | White compound w/ white paint             | 20           |                   | <b>ND</b>           | 0                                   | 100                        |
|                      |               | C                     | Gray granular plaster                     | 72           |                   | <b>ND</b>           | TR                                  | 100                        |

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.



Brianne Neumann

Analyst / Data QA





RES Job # 397955 Page 2 of     

Submitted by: 1050 944/ETS

| Client sample ID number<br>(Sample ID's must be unique) |          | REQUESTED ANALYSIS                           |   |                          |                          |  |                 |  |  |  |                                    | VALID MATRIX CODES                    |   |                                    |             |              | LAB NOTES:                 |                            |                                    |
|---|----------|--|---|--------------------------|--------------------------|--|-----------------|--|--|--|------------------------------------|---------------------------------------|---|------------------------------------|-------------|--------------|----------------------------|----------------------------|------------------------------------|
|   |          | PLM - Short report, Long report, Point Count | TEM - AHERA, Level II, 7402, ISO, +/-, Quant, Semi-quant, Micro-vac, ISO-Indirect Preps | PCM - 7400A, 7400B, OSHA | DUST - Total, Respirable | METALS - Analyte(s)<br>RCRA 8, TCLP, Welding Fume, Metals Scan | ORGANICS - METH | Pathogens: Aerobic Plate Count, Salmonella, E. coli<br>0157:H7, Listeria, S. aureus, Campylobacter, +/-, or Quantification | E. coli and/or Coliforms: +/-, or Quantification | Microbial Growth: Aerobic Plate Count ID, Bacteria<br>or Y & M: +/-, or Quantification | Legionella: +/-, or Quantification | Other Bioburden, LAL or Environmental | Mold Spore Trap or Bulk: +/-, or Quantification | SAMPLER'S INITIALS OR OTHER NOTES: |             |              |                            |                            |                                    |
|   |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   | Sample Volume<br>(L) / Area        | Matrix Code | # Containers | Date Collected<br>mm/dd/yy | Time Collected<br>h:mm a/p | EM Number<br>(Laboratory Use Only) |
| 11  | PLW01-02 |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            | 78                                 |
| 12  | 03       |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            | 9                                  |
| 13  | 04       |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            | 94                                 |
| 14  | 05       |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            | 1                                  |
| 15  | 06       |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            | 2                                  |
| 16  | 07       |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            | 3                                  |
| 17  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 18  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 19  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 20  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 21  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 22  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 23  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 24  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 25  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 26  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 27  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 28  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 29  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 30  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 31  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 32  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 33  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 34  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 35  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 36  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 37  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 38  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 39  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 40  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |
| 41  |          |  |   |                          |                          |  |                 |  |  |  |                                    |                                       |   |                                    |             |              |                            |                            |                                    |

## **APPENDIX C**

### **Inspector and Firm Certifications**





Colorado Department  
of Public Health  
and Environment

## ASBESTOS CONSULTING FIRM

This certifies that

**Environmental Technical Solutions, LLC**

Registration No.: ACF - 14921

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos consulting activities as required under Regulation No 8, Part B, in the state of Colorado.

Issued: January 12, 2018

Expires: January 30, 2019



Authorized APCD Representative

SEAL





Colorado Department  
of Public Health  
and Environment

## ASBESTOS CERTIFICATION\*

This certifies that

**Michael Pozzi**

**Certification No.: 1474**

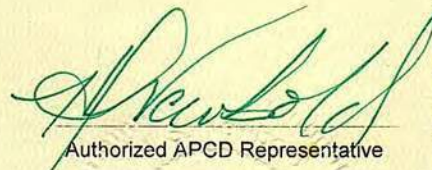
has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Building Inspector\***

**Issued:**      **October 13, 2017**

**Expires:**    **October 14, 2018**

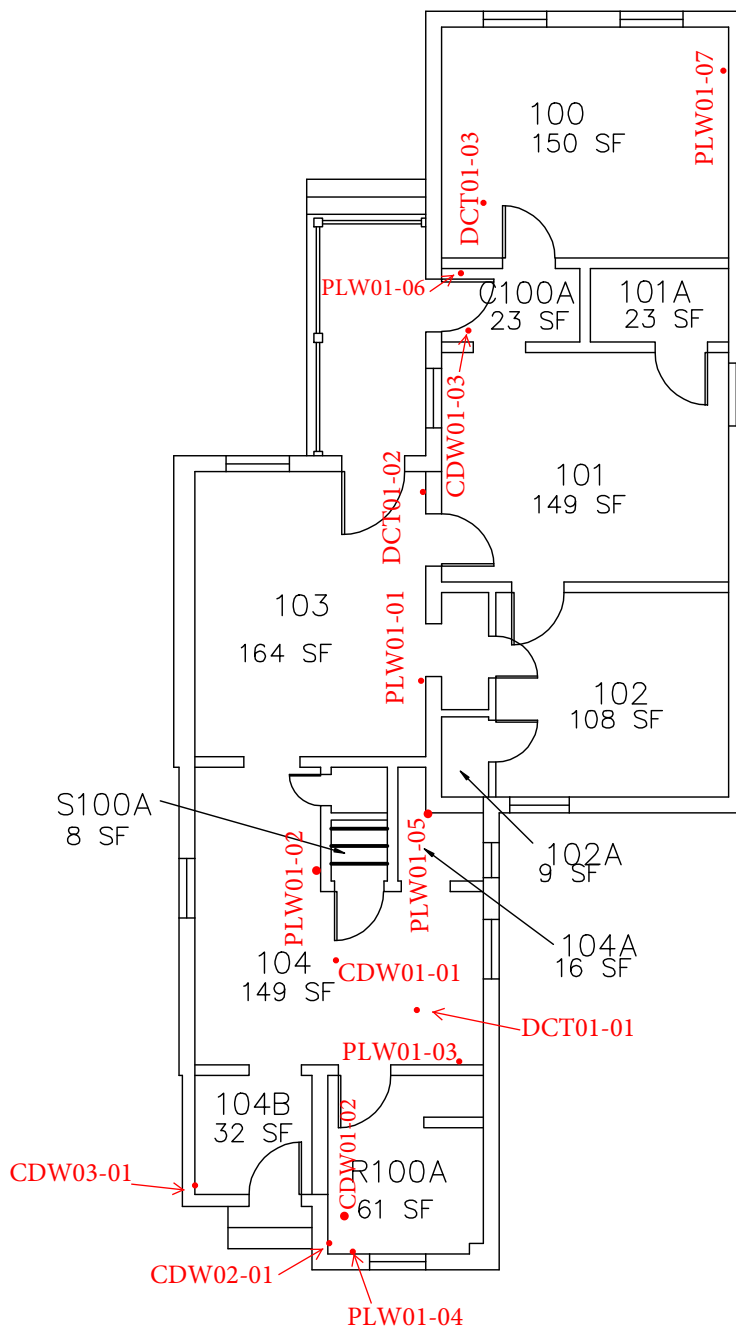
*\* This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative  
SEAL



**FIGURE 1**

**Material Bulk Sample Location Drawing**



- - Non - Asbestos Containing Material Bulk Sample
- - Asbestos Containing Material Bulk Sample



# Auraria Higher Education Center

DENVER, COLORADO

BUILDING:

1050 9th St  
Denver CO

Figure 1-1  
Bulk Sample  
Location Drawing

PROJ. # UCD  
ISSUED 3/5/98  
REVISION RECORD  
AHEC 05/29/08

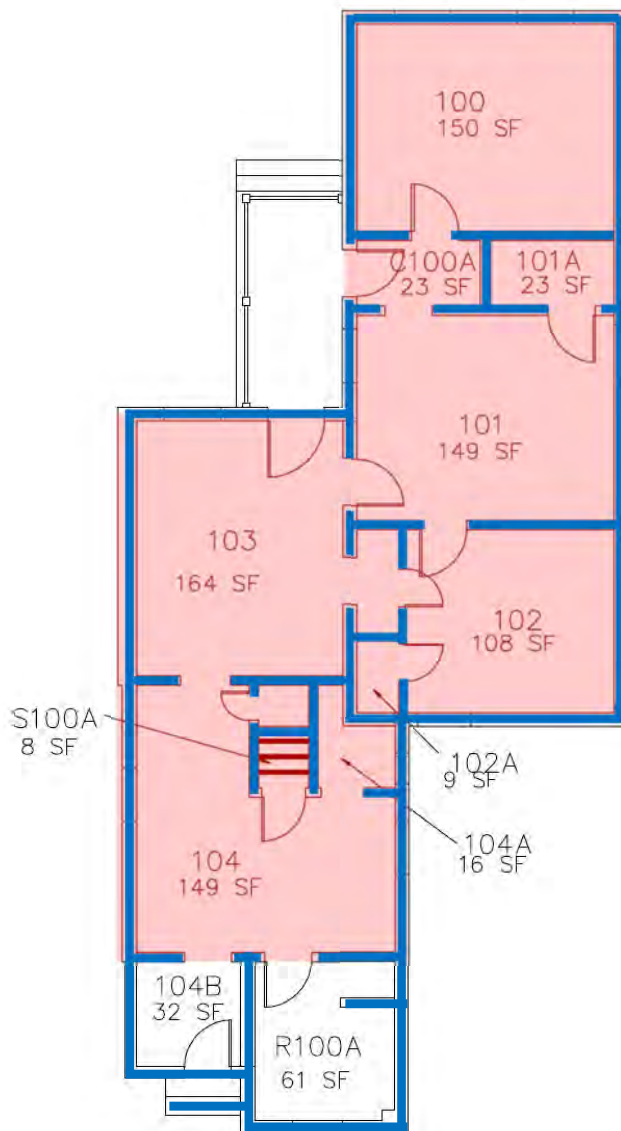
Environmental  
Technical Solutions



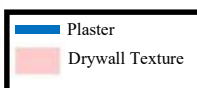
**FIGURE 2**

**ACM Location Drawing**

J:\1050 9th st\Revised Floor Plans May 2008\1050\_1A\_Rev May 2008.dwg, 5/29/2008 7:48:58 AM



ACM Locations



# Auraria Higher Education Center

DENVER, COLORADO

BUILDING:

1050 9th St  
Denver CO

Figure 2-1  
ACM Location Drawings

PROJ. # UCD  
ISSUED 3/5/98  
REVISION RECORD  
AHEC 05/29/08

Environmental  
Technical Solutions

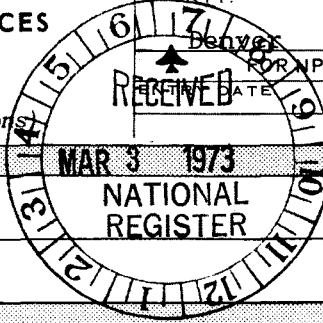




**NATIONAL REGISTER OF HISTORIC PLACES  
INVENTORY - NOMINATION FORM**

(Type all entries - complete applicable sections)

STATE: Colorado  
COUNTY: Denver  
DATE: MAR 26 1973  
FOR NPS USE ONLY



**1. NAME**  
COMMON: Auraria 9th Street Historic District  
AND/OR HISTORIC:

**2. LOCATION**  
STREET AND NUMBER: Both sides of one block of 9th St. bounded by Curtis St. and Champa St. in the city of Denver.  
CITY OR TOWN: Denver CONGRESSIONAL DISTRICT: First  
STATE: Colorado CODE: 08 COUNTY: Denver CODE: 031

**3. CLASSIFICATION**

| CATEGORY<br>(Check One)   | OWNERSHIP  | STATUS  | ACCESSIBLE<br>TO THE PUBLIC  |
|---|--|---|--|
| <input checked="" type="checkbox"/> District <input type="checkbox"/> Building<br><input type="checkbox"/> Site <input type="checkbox"/> Structure<br><input type="checkbox"/> Object | <input type="checkbox"/> Public<br><input type="checkbox"/> Private<br><input checked="" type="checkbox"/> Bath                                    | Public Acquisition:<br><input checked="" type="checkbox"/> In Process<br><input type="checkbox"/> Being Considered  | <input checked="" type="checkbox"/> Occupied<br><input checked="" type="checkbox"/> Unoccupied<br><input type="checkbox"/> Preservation work in progress |
| PRESENT USE (Check One or More as Appropriate)  |  |   |  |
| <input type="checkbox"/> Agricultural<br><input checked="" type="checkbox"/> Commercial<br><input type="checkbox"/> Educational<br><input type="checkbox"/> Entertainment             | <input type="checkbox"/> Government<br><input type="checkbox"/> Industrial<br><input type="checkbox"/> Military<br><input type="checkbox"/> Museum | <input type="checkbox"/> Park<br><input checked="" type="checkbox"/> Private Residence<br><input type="checkbox"/> Religious<br><input type="checkbox"/> Scientific | <input type="checkbox"/> Transportation<br><input type="checkbox"/> Other (Specify) _____<br>_____<br>_____  |
| Yes:<br><input checked="" type="checkbox"/> Restricted<br><input type="checkbox"/> Unrestricted<br><input type="checkbox"/> No  |  |   |  |

**4. OWNER OF PROPERTY**  
OWNER'S NAME: (Multiple Ownership)  
STREET AND NUMBER:  
CITY OR TOWN: STATE: CODE:

**5. LOCATION OF LEGAL DESCRIPTION**  
COURTHOUSE, REGISTRY OF DEEDS, ETC.:  
Denver Clerk and Recorder's Office  
STREET AND NUMBER:  
City and County Building  
CITY OR TOWN: STATE: CODE:  
Denver 0600 Colorado 08

**6. REPRESENTATION IN EXISTING SURVEYS**  
TITLE OF SURVEY: 9th Street Park Plan  
DATE OF SURVEY: June 1, 1972 ☐ Federal ☐ State ☒ County ☒ Local  
DEPOSITORY FOR SURVEY RECORDS:  
Historic Denver Inc.  
STREET AND NUMBER:  
1340 Pennsylvania Street  
CITY OR TOWN: STATE: CODE:  
Denver 0600 Colorado 08

SEE INSTRUCTIONS

STATE: Colorado  
COUNTY: Denver  
ENTRY NUMBER: MAR 26 1973  
DATE: \_\_\_\_\_  
FOR NPS USE ONLY

## 7. DESCRIPTION

|           |   |                                    |  |   |                                |                                    |
|-----------|---|------------------------------------|--|---|--------------------------------|------------------------------------|
| CONDITION | (Check One)                                 |                                    |  |   |                                |                                    |
|           | <input type="checkbox"/> Excellent          | <input type="checkbox"/> Good      | <input checked="" type="checkbox"/> Fair | <input type="checkbox"/> Deteriorated             | <input type="checkbox"/> Ruins | <input type="checkbox"/> Unexposed |
|           | (Check One)                                 |                                    |  | (Check One)                                       |                                |                                    |
|           | <input checked="" type="checkbox"/> Altered | <input type="checkbox"/> Unaltered | <input type="checkbox"/> Moved           | <input checked="" type="checkbox"/> Original Site |                                |                                    |

DESCRIBE THE PRESENT AND ORIGINAL (if known) PHYSICAL APPEARANCE

Homes in this area are in a Denver Urban Renewal planned project for the Auraria Higher Education Complex. Title to the properties will eventually be transferred to a public body such as the Colorado Higher Education Commission or to Historic Denver, Inc. Final details at present are being worked out. Historic Denver, Inc. has a \$100,000. commitment for restoration work to be carried out under its auspices.

Most of the interiors of the homes contain a good semblance of their original appearance and would be rehabilitated rather than restored. The exterior needs are primarily cosmetic.

A Victorian jewel is #1015, a brick villa with an angular Mansard roof, perfectly proportioned, and tastefully embellished. #1027 is an asymmetrical brick with a Mansard roof and a domed tower. The dome of the tower and the box bay are unique in this district. The exterior of this home retains its 19th century appearance except for the painted brick and the missing tin panels on the roof. #1059 is an outstanding example of the application of the Mansard roof to a relatively small cubical structure. The roof is covered with metal panels.

On one corner is #1068, a cubical Italianate villa surrounded by an iron fence set in a low stone retaining wall. There are projecting eaves and a trellised veranda. #'s 1024 and 1061 are also cubical Italianate villas, however, with porches that are not original and will be replaced with original wooden porches from similar buildings in auraria.

The two story brick town house at 1041 has a bay extending the full height of the structure and has tall windows.

#1033 is one of the few remaining 19th century frame houses in Denver with its shingled tower, iron cresting and stick style porch. #1020 (Casa Mayan Restaurant) is a plain two story house with clapboard siding, is simple, but with appropriate refurbishing, the contrast with the surrounding brick structures would be refreshing and representative of the earliest remaining wooden homes.

The turn of the century red brick cottages have hipped roofs, neo-classical decoration, central dormer windows, and tall chimneys, slightly flared at the top, #'s 1056 and 1051.

Other house numbers are 1050, 1044, 1045-7 (a double house), and 1023 on 9th Street, and 906 Curtis Street.

There are at least 22 principle structures in the block, 11 accessory structures, many original red stone sidewalks which were the elegant replacement for the boardwalk, 63 trees and various iron and other fences.

The homes are compact and closely arranged occupying a relatively small land area of approximately 3½ acres.

Plans include relocating a few homes from nearby streets which are also architecturally distinctive and of the same era as those on 9th Street.

SEE INSTRUCTIONS



## 8. SIGNIFICANCE

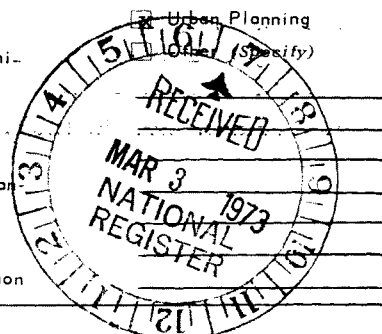
PERIOD (Check One or More as Appropriate)

- |  |                                       |  |  |
|--|---------------------------------------|--|--|
| <input type="checkbox"/> Pre-Columbian | <input type="checkbox"/> 16th Century | <input type="checkbox"/> 18th Century            | <input checked="" type="checkbox"/> 20th Century |
| <input type="checkbox"/> 15th Century  | <input type="checkbox"/> 17th Century | <input checked="" type="checkbox"/> 19th Century |  |

SPECIFIC DATE(S) (If Applicable and Known)

AREAS OF SIGNIFICANCE (Check One or More as Appropriate)

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Aboriginal              | <input checked="" type="checkbox"/> Education | <input type="checkbox"/> Political           | <input checked="" type="checkbox"/> Urban Planning |
| <input type="checkbox"/> Prehistoric             | <input type="checkbox"/> Engineering          | <input type="checkbox"/> Religion/Philosophy | <input type="checkbox"/> Other (Specify)           |
| <input checked="" type="checkbox"/> Historic     | <input type="checkbox"/> Industry             | <input type="checkbox"/> Science             |  |
| <input type="checkbox"/> Agriculture             | <input type="checkbox"/> Invention            | <input type="checkbox"/> Sculpture           |  |
| <input checked="" type="checkbox"/> Architecture | <input type="checkbox"/> Landscape            | <input type="checkbox"/> Social/Humanitarian |  |
| <input type="checkbox"/> Art                     | <input type="checkbox"/> Architecture         | <input type="checkbox"/> Theater             |  |
| <input type="checkbox"/> Commerce                | <input type="checkbox"/> Literature           | <input type="checkbox"/> Transportation      |  |
| <input type="checkbox"/> Communications          | <input type="checkbox"/> Military             |  |  |
| <input type="checkbox"/> Conservation            | <input type="checkbox"/> Music                |  |  |



STATEMENT OF SIGNIFICANCE

Auraria, 169 acre site just west of downtown Denver, across Cherry Creek and bounded by W. Colfax Ave., 6th and Wazee Sts., is one of Denver's oldest neighborhoods. John T. Smith, Indian Trader, relinquished his claim to land at the mouth of Cherry Creek for a nominal fee on Oct. 29, 1858, and the town of Auraria was created with 8 cabins. By a Congressional Grant (territorial Act of 1864), Sections 33 and part of 34 of Jefferson Territory were deeded to the town fathers to form the city of Denver. This took in the towns of Auraria, Denver and Highland.

Ninth St. bounded by Curtis and Champa Sts. is in Sec. 33. It was originally called Cheyenne St., bounded by 7th and 8th Sts.

This block with its mainly Victorian homes, typifies a modest residential area spanning the years 1873 to 1905. The uniqueness of the street lies in the dominance of homes which pre-date 1885..seven were built before 1880, 5 between 1880 and 1885 and 3 between 1901 and 1905.

Denver has preserved a commercial section of Early Denver. It would be fitting to have a small residential environment preserved intact. Though not historically noted, the residents were typical of the pioneer stock that built the city, people like a flour mill owner, railroad engineer and telegrapher, cattle and horse dealer, dentist, blacksmith, coppersmith, tinner, cabinet maker, ice dealer, livery owner, and bookkeeper for the Tivoli Brewery, who all lived in this block between 1873 and 1905.

The block is only a few blocks from such Denver landmarks as the Tivoli Brewery, the Emmanuel-Shearith stone chapel (National Register 1969), St. Elizabeth's Church (National Register 1969) and St. Cajetan's Church.

The concept for preservation of this block is to convert it to a park and yet maintain the integrity of a modest residential street of early Denver, keeping the architecturally distinctive homes, iron fences, stonewalks, trees and removing the street replacing it with a grassed area.

Being in the center of an educational complex, the homes would be utilized or adapted. The Park would serve as a laboratory for historic preservation and urban planning.

SEE INSTRUCTIONS

# 9 MAJOR BIBLIOGRAPHICAL REFERENCES

Early Settlements of Denver 1859-1860 By Nolie Mumey, p. 53  
 Smiley's History of Denver by Jerome Smiley, pps. 443, 449, 295  
 Map, Plan of the Cities of Denver, Auraria and Highland, Jefferson Terr.  
 Map, Robinson's Atlas of the City of Denver, Colo., E. Robinson, pub.  
 West Denver, 1887  
 Denver Real Estate Records  
 Denver City Directories (1873-1914)  
 Denver Real Estate Atlases: 1887, 1890, 1905  
 Auraria, Where Denver Began by Don D. Etter

Addenda: Item 3  
 Map's Date, 1859

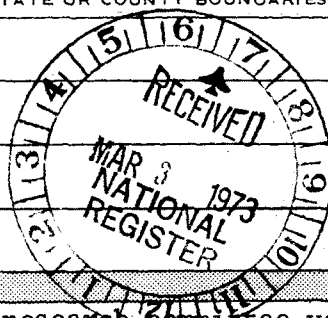
# 10. GEOGRAPHICAL DATA

| LATITUDE AND LONGITUDE COORDINATES<br>DEFINING A RECTANGLE LOCATING THE PROPERTY |                         |                         | LATITUDE AND LONGITUDE COORDINATES<br>DEFINING THE CENTER POINT OF A PROPERTY<br>OF LESS THAN TEN ACRES |         |           |
|--|-------------------------|-------------------------|---|---------|-----------|
| CORNER   | LATITUDE                | LONGITUDE               | LATITUDE  |         | LONGITUDE |
|  | Degrees Minutes Seconds | Degrees Minutes Seconds | Degrees   | Minutes | Seconds   |
| NW   | ° ' "                   | ° ' "                   | 39°   | 44'     | 29.3"     |
| NE   | ° ' "                   | ° ' "                   | 105°  | 00'     | 11.5"     |
| SE   | ° ' "                   | ° ' "                   |   |         |           |
| SW   | ° ' "                   | ° ' "                   |   |         |           |

APPROXIMATE ACREAGE OF NOMINATED PROPERTY: 3 1/2

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

| STATE: | CODE | COUNTY  | CODE |
|--------|------|---------|------|
| STATE: | CODE | COUNTY: | CODE |
| STATE: | CODE | COUNTY: | CODE |
| STATE: | CODE | COUNTY: | CODE |



# 11. FORM PREPARED BY

NAME AND TITLE: Margaret Heffron, Mark Stevens, research committee volunteers,  
 and Don Etter, Member of Board of Trustees

ORGANIZATION: Historic Denver Inc. DATE: 11-19-72

STREET AND NUMBER: 1340 Pennsylvania Street

CITY OR TOWN: Denver, 0600 STATE: Colorado CODE: 08

# 12. STATE LIAISON OFFICER CERTIFICATION

As the designated State Liaison Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service. The recommended level of significance of this nomination is:

National ☐ State ☐ Local ☒

Name: Stephen H. Hart

Title:

Colorado State Liaison Officer

Date: 1/4/72

# NATIONAL REGISTER VERIFICATION

I hereby certify that this property is included in the National Register.

Robert M. Utley  
 Director, Office of Archeology and Historic Preservation

Date: 3/26/73

ATTEST:

for Bradford  
 Keeper of The National Register

Date: 3/21/73

SEE INSTRUCTIONS

13/4999209/4082250

12-500000

# AURARIA 9th Street Historic District

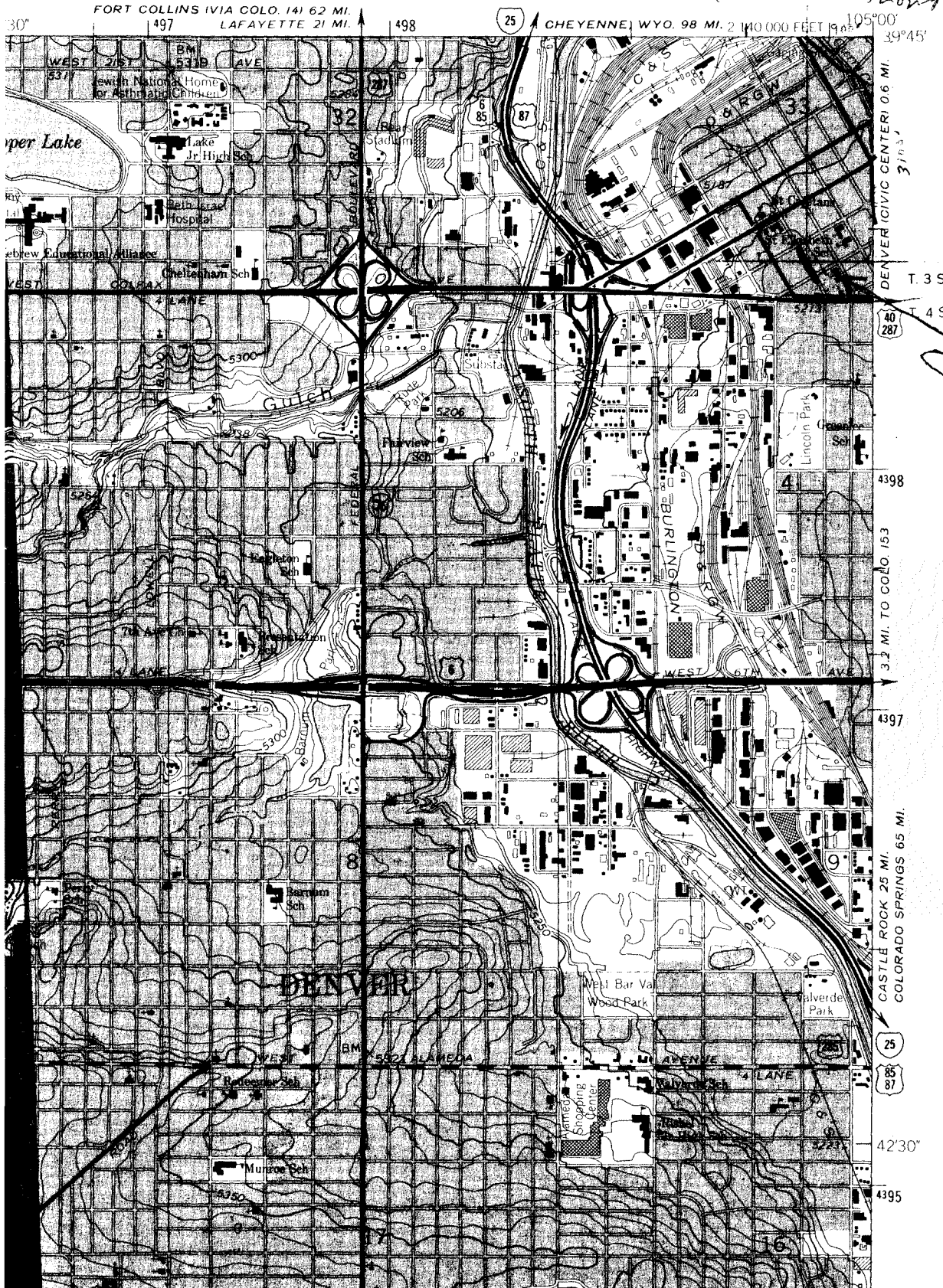
(9th St. bounded by Curtis St. and Champa St.,  
City of Denver, Colorado.)

ADVANCE PROOF  
SUBJECT TO CORRECTION  
SCALE 1:24 000

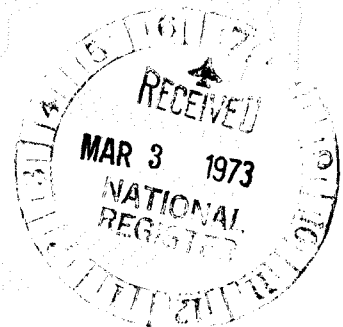
## FORT LOGAN QUADRANGLE COLORADO

7.5 MINUTE SERIES (TOPOGRAPHIC) *Long*

5063 IV SW  
COMMERCE CITY

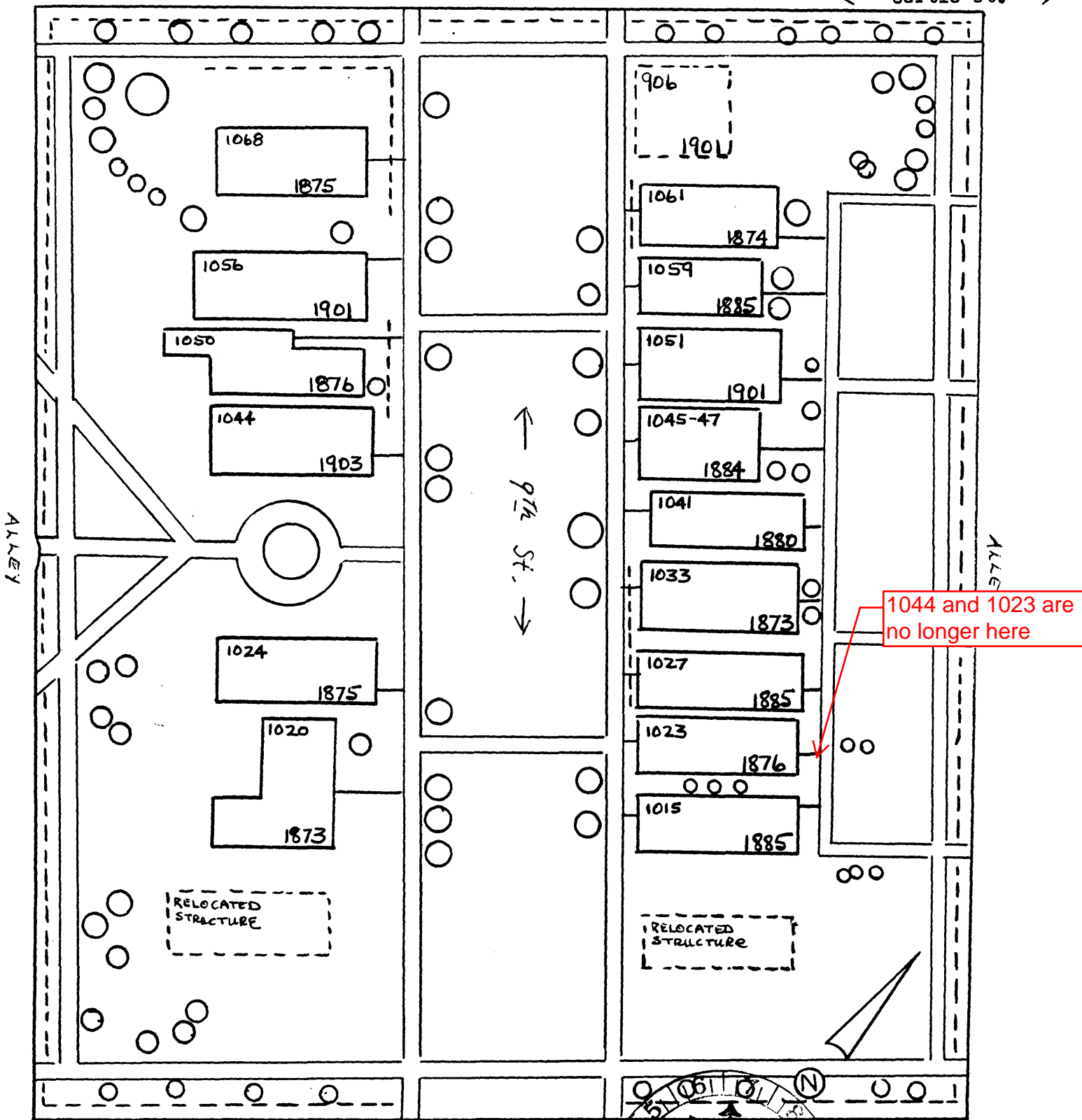


Lat. 39° 44' 29.3"  
Long. 105° 00' 11.5"



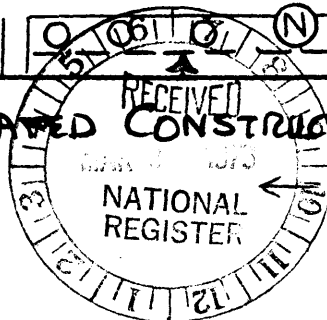
## 9TH STREET PARK - HISTORIC DISTRICT

← Curtis St. →



HOUSE NUMBERS AND ESTIMATED CONSTRUCTION DATES

Lat. 39° 44' 29.3" Long. 105° 00' 11.5"



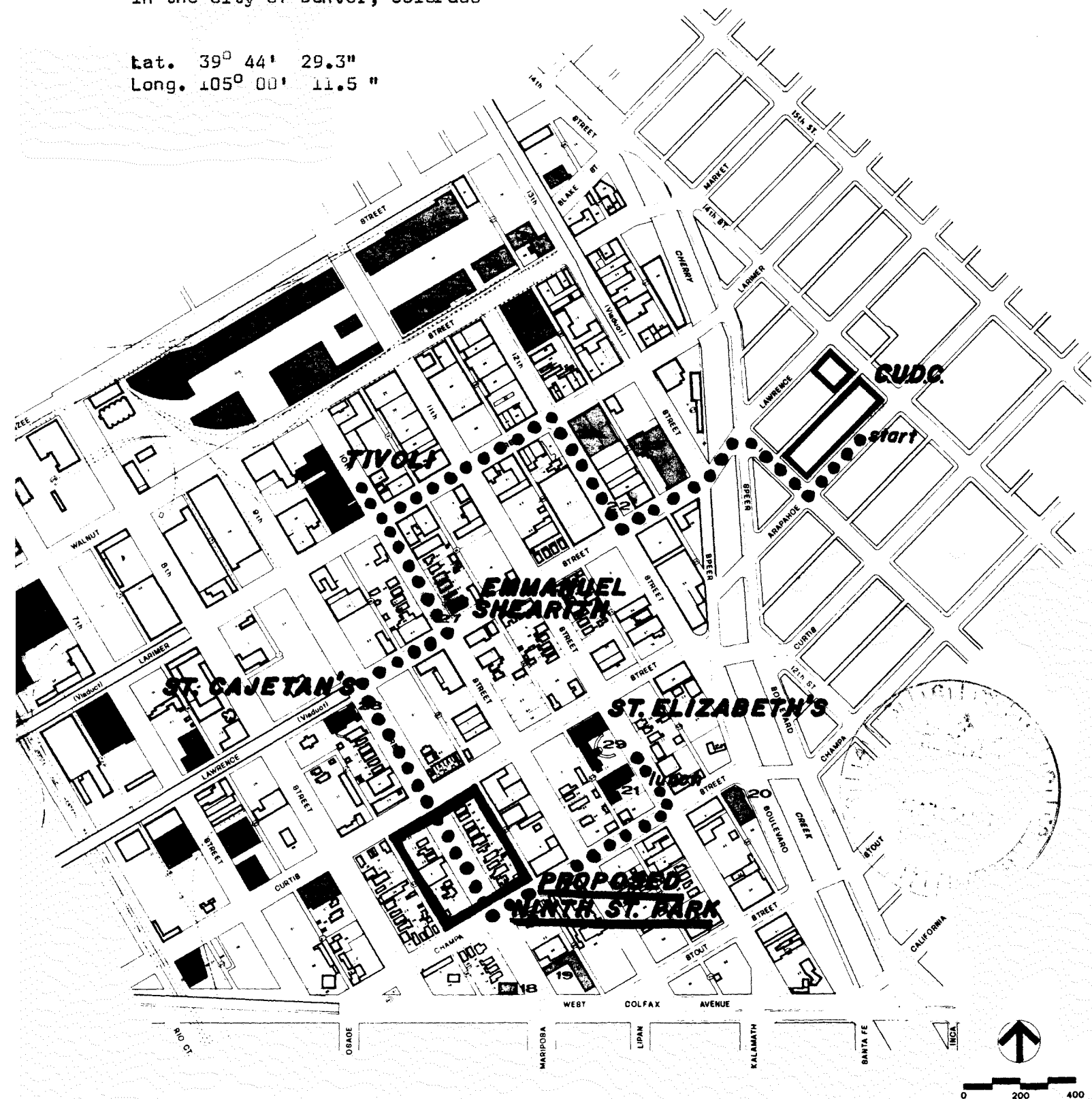
← Champa St. →



# AURARIA 9TH STREET HISTORIC DISTRICT

9th St. bounded by Curtis St. and Champa St.  
in the city of Denver, Colorado

Lat. 39° 44' 29.3"  
Long. 105° 00' 11.5 "



**Auraria HEC Site**

Walking tour \_\_\_\_\_