

# REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES (COMMISSIONING AGENT)

For The

**University of Colorado Denver (GFE)** 

For The

CU Denver College of Engineering, Design, and Computing Building and North Classroom Renovations (22-103067)

# REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES

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ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS Commissioning Agent State of Colorado University of Colorado Denver (GFE) Notice Number: 22-103067

Project No: 22-103067 Project Title: CU Denver College of Engineering, Design, and Computing Building and North Classroom Renovations

Estimated Construction Cost: **\$66,400,000** 

#### Settlement Notice

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

#### Project Description

The project will create a new complex for engineering and computing, and enhance the gateway experience into the CU Denver neighborhood along Larimer Street. The building will also serve as a cornerstone for CU Denver's emerging open innovation district. The creation of an innovation district was one of five goals that arose from CU Denver's 2030 Strategic Plan. Located at the intersection of Speer Boulevard and Larimer Street, this project is comprised of a ~72,000 GSF new building and approximately 46,000 SF of site improvements. The project also consists of approximately 5,000 SF of renovations in the North Classroom building that will occur after completion of the new building.

The published program plan identifies the very prominent site that has been selected for the project. The building will play a critical role in the further development of the CU Denver neighborhood, the Innovation District, and this important gateway into the CU Denver neighborhood. The building shall be complimentary of campus scale while continuing to establish a visual connection between LoDo, the Central Business District, and the CU Denver neighborhood. The building must exemplify design-excellence and deliver an iconic presence off Speer Boulevard that both activates the "front side" of campus and facilitates ease of access and mobility around the building. Committed to the creative economy, CU Denver also supports public art as part of the design and will explore community serving retail, and food and beverage spaces as part of the development. Flex-spaces for public convenings, and areas for socialization and team study, research and collaboration will be essential in the design.

As part of the curation of the innovation district, CU Denver is also seeking strategic partnerships – for both programmatic and physical enhancements to the new building. Partnerships may play a role in this project, including the addition of square footage and space types not previously contemplated in the program plan. Themes for partnerships may include co-location opportunities targeting experiential learning opportunities for students, community serving functions (e.g., non-profit organizations tied to the engineering, design or computing professions, STEAM educational programs for children, workforce development opportunities, etc.). Partnerships may also grow

the entrepreneurial ecosystem, create access to capital (venture capital, private equity, angel networks, etc), and enhance manufacturing eco-systems and fabrication facilities across Colorado.

The new building will be a cross-disciplinary teaching and research facility, drawing users from beyond CEDC. The new building will reflect a redesigning of engineering and computer science education that will prepare students for a world that is changing at an unprecedented pace. It will promote accelerated innovation and meaningful student-faculty interaction, as well as attract outside industry partners that are important to the success of student recruiting and retention.

CEDC has adopted <u>IMPACT 2024 (IMPACT)</u> — a strategic plan that was created by the college. IMPACT has bold plans to transform engineering education, emphasizing computing technology throughout, with interdisciplinary design-oriented teaching and learning. There will be a dynamic blend of hands-on and on-line pedagogy that can pivot in an agile manner, with an emphasis on cutting-edge technology, such as artificial intelligence and big data driven content delivery.

The CEDC Project aspires to be not only a model for innovative research, teaching, and learning, but also an example of cutting-edge building performance and sustainability on display. These goals are especially relevant given that building systems are a key curricular component in the CEDC. The building will be a "living laboratory" for building and engineering technologies and will demonstrate sustainable building leadership for the campus' future growth, for the University of Colorado, and in support of the City and County of Denver's ambitious 2030 net zero all electric building goals.

To continue as leaders in the fight against climate change, the University will revise and revisit its sustainability goals in 2026. In the interim, the University will challenge this design team to exceed existing minimum design and code requirements and incorporate the following goals to achieve cutting-edge building performance:

- Conduct thorough life-cycle cost analyses of potential project enhancements to identify first costs, payback analysis (ROI), environmental costs, and energy savings opportunities and to reduce operations and maintenance costs. This could include the examination of Well Building Certification and on-site energy generation, among others.
- 2. Go beyond energy code minimums and LEED Gold; and include a measurable energy goal for the project (EUI goals).
- 3. Explore the opportunities to meet net-zero energy consumption or be net-zero energy ready (highly desirable).
- 4. Detailed metering and data feedback to be used for data collection, confirmation of EUI goal achievement, and research.
- 5. Implement improvements that increase efficiency and reduce GHG emissions.
- 6. Integrate environmental sustainability goals with social and economic sustainability goals.
- 7. Incorporate the guidance of the New Buildings Institute and their tools, guidelines, and examples of high-performance buildings.

## Scope of Services

The University of Colorado Denver (UC Denver) seeks a firm to provide third-party commissioning services for the new CU Denver College of Engineering, Design, and Computing Building and North Classroom Renovations project located in Denver.

## Minimum Requirements

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

- 1. Experience in successfully delivering services for fast-track projects.
- 2. Colorado-based firm conveniently located for coordination with University of Colorado Denver | Anschutz campus.
- 3. Experience in delivering services for at least three (3) multi-story projects over 70,000 GSF in the past five years.
- 4. Demonstrate ability to complete tasks in a collaborative environment to include: expediting document production and review, completing field coordination, and ensuring readily available expertise in solving problems during the construction phase.
- 5. Demonstrated ability to commission mechanical, plumbing, electrical, and lighting control systems.

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

University of Colorado Anschutz Medical Campus Facilities Projects – Construction Bid / RFP website:

https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFP

Colorado CORE/ColoradoVSS: <a href="https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService">https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService</a>

## Other Information

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

## Mandatory Pre-Submittal Conference (Via Zoom)

To ensure sufficient information is available to firms preparing submittals, a mandatory presubmittal conference has been scheduled. The intent of this conference is to have University of Colorado Denver staff available to discuss the project. <u>Firms preparing submittals must have at</u> least one individual attend to have their submittals accepted.

ZOOM Attendee Information for Consultants:

To receive an invitation for the on-line Zoom pre-submittal conference, you must preregister in advance using the link below. <u>https://ucdenver.zoom.us/meeting/register/tJckce6uqzwoH9SufwYbT0da1vnDN8GGicT4</u>

## Schedule/Submission Details

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

Advertisement	9/23/22
Mandatory Pre-Bid Conference (Zoom)	9/30/22, 10:00 AM
Date Email Questions Due	10/4/22, 2:00 PM
Date Email Answers Issued	10/7/22, 2:00 PM
RFQ Submittal Due	10/11/22, 2:00 PM
Interview List Released	10/14/22, 2:00 PM
Oral Interviews (as scheduled)	10/21/22 (Projected)
Negotiation of Contract	10/24/22-11/4/22
Contract Approval (Projected)	11/9/22
Anticipated Comm Agt. Services Start	11/9/22
Anticipated Construction Start – Finish	4/23 – 12/24

 One (1) Electronic PDF of the RFQ Responses are due <u>Tuesday, October 11th, 2022</u> and shall be received no later than <u>2:00 PM MST</u>, and shall be submitted/accepted via CU Denver Online RFQ Submission at the following address: https://ucdenverdata.formstack.com/forms/rfp rfg submission

Agency:	University of Colorado Denver			
Contact Name:	Mark Cermak, Development Manager			
Email:	mark.cermak@ucdenver.edu			
Address: Campus Services Building				
	1945 Wheeling Street, Mail Stop F418, Aurora, CO 80045			

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

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

## Point of Contact/Clarification

Name:	Mark Cermak
Agency:	University of Colorado Denver
Email:	mark.cermak@ucdenver.edu

# This Notice is also available on the web at:

https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService			
Publication Dates:	9/23/22		

## ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES (COMMISSIONING AGENT) REQUEST FOR QUALIFICATIONS UNIVERSITY OF COLORADO DENVER

#### I. INTRODUCTION

#### A. PROJECT DESCRIPTION

The project will create a new complex for engineering and computing, and enhance the gateway experience into the CU Denver neighborhood along Larimer Street. The building will also serve as a cornerstone for CU Denver's emerging open innovation district. The creation of an innovation district was one of five goals that arose from CU Denver's 2030 Strategic Plan. Located at the intersection of Speer Boulevard and Larimer Street, this project is comprised of a ~72,000 GSF new building and approximately 46,000 SF of site improvements. The project also consists of approximately 5,000 SF of renovations in the North Classroom building that will occur after completion of the new building.

The published program plan identifies the very prominent site that has been selected for the project. The building will play a critical role in the further development of the CU Denver neighborhood, the Innovation District, and this important gateway into the CU Denver neighborhood. The building shall be complimentary of campus scale while continuing to establish a visual connection between LoDo, the Central Business District, and the CU Denver neighborhood. The building must exemplify design-excellence and deliver an iconic presence off Speer Boulevard that both activates the "front side" of campus and facilitates ease of access and mobility around the building. Committed to the creative economy, CU Denver also supports public art as part of the design and will explore community serving retail, and food and beverage spaces as part of the development. Flex-spaces for public convenings, and areas for socialization and team study, research and collaboration will be essential in the design.

As part of the curation of the innovation district, CU Denver is also seeking strategic partnerships – for both programmatic and physical enhancements to the new building. Partnerships may play a role in this project, including the addition of square footage and space types not previously contemplated in the program plan. Themes for partnerships may include co-location opportunities targeting experiential learning opportunities for students, community serving functions (e.g., non-profit organizations tied to the engineering, design or computing professions, STEAM educational programs for children, workforce development opportunities, etc.). Partnerships may also grow the entrepreneurial ecosystem, create access to capital (venture capital, private equity, angel networks, etc.), and enhance manufacturing eco-systems and fabrication facilities across Colorado.

The new building will be a cross-disciplinary teaching and research facility, drawing users from beyond CEDC. The new building will reflect a redesigning of engineering and computer science education that will prepare students for a world that is changing at an unprecedented pace. It will promote accelerated innovation and meaningful student-faculty interaction, as well as attract outside industry partners that are important to the success of student recruiting and retention.

CEDC has adopted IMPACT 2024 (IMPACT) — a strategic plan that was created by the college. IMPACT has bold plans to transform engineering education, emphasizing computing technology throughout, with interdisciplinary design-oriented teaching and

learning. There will be a dynamic blend of hands-on and on-line pedagogy that can pivot in an agile manner, with an emphasis on cutting-edge technology, such as artificial intelligence and big data driven content delivery.

The CEDC Project aspires to be not only a model for innovative research, teaching, and learning, but also an example of cutting-edge building performance and sustainability on display. These goals are especially relevant given that building systems are a key curricular component in the CEDC. The building will be a "living laboratory" for building and engineering technologies and will demonstrate sustainable building leadership for the campus' future growth, for the University of Colorado, and in support of the City and County of Denver's ambitious 2030 net zero all electric building goals.

To continue as leaders in the fight against climate change, the University will revise and revisit its sustainability goals in 2026. In the interim, the University will challenge this design team to exceed existing minimum design and code requirements and incorporate the following goals to achieve cutting-edge building performance:

- Conduct thorough life-cycle cost analyses of potential project enhancements to identify first costs, payback analysis (ROI), environmental costs, and energy savings opportunities and to reduce operations and maintenance costs. This could include the examination of Well Building Certification and on-site energy generation, among others.
- 2. Go beyond energy code minimums and LEED Gold; and include a measurable energy goal for the project (EUI goals).
- 3. Explore the opportunities to meet net-zero energy consumption or be net-zero energy ready (highly desirable).
- 4. Detailed metering and data feedback to be used for data collection, confirmation of EUI goal achievement, and research.
- 5. Implement improvements that increase efficiency and reduce GHG emissions.
- 6. Integrate environmental sustainability goals with social and economic sustainability goals.
- 7. Incorporate the guidance of the New Buildings Institute and their tools, guidelines, and examples of high-performance buildings.

The University of Colorado Denver has utilized a Construction Manager/General Contractor (CM/GC) approach to project delivery. Through the use of an Architect and a Construction Manager/General Contractor, a Guaranteed Maximum Price (GMP) will be established 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, and constructability, and will work with the Architect throughout the value engineering phases of the project. The selection process for the CM/GC and A/E firm are complete. The selected Commissioning Agent will work in conjunction with the selected CM/GC and A/E firms.

## B. SELECTION PROCESS

The selection of an architect/engineer/consultant (Commissioning Agent) will be conducted in accordance with the Colorado Revised Statutes, 24-30-1401 et. seq. The process will involve two stages: submittals will be screened and scored. A limited number of firms will be short listed and invited to participate in oral interviews. The University of Colorado Denver will attempt to negotiate a contract with the highest ranked firm following the interview segment. Following is additional information relative to the selection process: 1. <u>Mandatory Pre-submittal Conference (Via Zoom):</u> 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 have University of Colorado Denver staff available to discuss the project. <u>Firms preparing submittals must have at least one individual attend to have their submittals accepted.</u>

ZOOM Attendee Information for Consultants:

To receive an invitation for the on-line Zoom pre-submittal conference, you must pre-register in advance using the link below. <u>https://ucdenver.zoom.us/meeting/register/tJckce6uqzwoH9SufwYbT0da1vnDN8</u> <u>GGicT4</u>

This conference is scheduled for Friday, September 30th, 2022 at 10:00 AM.

2. <u>Architect/Engineer/Consultant's Submittals</u>: Specific requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS. In order to facilitate review, (1) PDF electronic copies of submittals must be provided. Submittals shall be accepted via CU Denver Online RFQ Submission at the following address: https://ucdenverdata.formstack.com/forms/rfp\_rfg\_submission

Deadline for receipt (via email) is Tuesday, October 11th, 2022 at 2:00 PM.

Late submittals will be rejected without consideration. The University of Colorado Denver and the State of Colorado assume no responsibility for costs related to the preparation of submittals.

- 3. <u>Screening Panel/Short List</u>: Submittals will be evaluated by a panel of individuals selected in accordance with state policies. The panel will review and score the submittals. Firms ranked the highest will be invited to an oral interview. It is anticipated no fewer than three (3) or no more than five (5) will be interviewed.
- 4. <u>Oral Interviews</u>. It is anticipated that oral interviews will be conducted during the week of October 17-21st. Interviews will be conducted at: the University of Colorado Denver Campus, exact room TBD. The time for interviews is to be determined. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing about the project approach proposed and in meeting the individuals who will act as the primary contacts with the University of Colorado Denver.

## C. SCHEDULE

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

9/23/22
9/30/22, 10:00 AM
10/4/22, 2:00 PM
10/7/22, 2:00 PM
10/11/22, 2:00 PM
10/14/22, 2:00 PM
10/21/22 (Projected)
10/24/22-11/4/22
11/9/22
11/9/22
4/23 – 12/24

#### II. SUBMITTAL REQUIREMENTS

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

#### A. PROJECT TEAM

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

- **Qualifications and relevant individual experience.**
- □ Unique knowledge of key team members relating to the project.
- □ Experience on projects <u>as a team.</u>
- □ Key staff involvement in project management and on-site presence.
- □ Time commitment of key staff.
- Qualifications and relevant subconsultant experience.

#### **B. FIRM/TEAM CAPABILITIES**

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

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

## C. PRIOR EXPERIENCE

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

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

Note: Include the name and <u>current</u> telephone number of the owner's project manager for every project listed.

## D. PROJECT APPROACH

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

- Budget Methodology/Cost Control.
  - Establish and maintain estimates of probable cost within owner's established budget.
  - Control consultant contract costs
  - Coordinate value engineering activities
- Quality Control Methodology.
  - Insure State procedures are followed
  - Improve energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard (current OSA energy code) and the specification of energy efficient materials, systems, and equipment
  - Insure the project is designed for durability and maintainability
- □ Schedule.
  - Manage the required work to meet the established schedule

## E. WORK LOCATION

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

- Proximity of firms office as it may affect coordination with the State's project manager and the potential project location.
- □ Firm's familiarity with the project area.
- □ Knowledge of the local labor and material markets.

## Appendix A

#### STATE BUILDINGS PROGRAM PRELIMINARY SELECTION/EVALUATION FORM ARCHITECT/ENGINEERING/CONSULTANT SERVICES

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

Evalu	lator #:	Date:			
Name	e of Firm:				
Name	e of Project:				
	REFERENCE MUM REQUIREMENTS		Y	_ N	
If the	minimum requirements have not been met, specify the	e reason(s)	:		
Ackn	owledgment and Attestation included:		Y	N	
SCO	RE (PROJECT SPECIFIC QUALIFICATIONS):	We	eight² x Ra	ating <sup>3</sup> =	Score
1. PF	ROJECT TEAM <sup>1</sup>				
	Qualifications and relevant individual experience. Unique knowledge of key team members relating to the project. Experience on projects <u>as a team</u> . Key staff involvement in project management and on site presence. Time commitment of key staff. Qualifications and relevant subconsultant experience	]-	<u>3</u> 1 <u>3</u> 2	_x _x	= = = =
2. FI	RM CAPABILITIES <sup>1</sup>				
	Are the lines of authority and coordination clearly ide Are essential management functions identified? Are the functions effectively integrated (e.g., subcons roles delineated?) Current and projected work load.				= = =
3. PF	RIOR EXPERIENCE <sup>1</sup>				
	Experience of the key staff and firm with projects of s scope and complexity. Demonstrated success on past projects of similar sco and complexity. References.			_x _x _x	= _= _=

#### 4. PROJECT APPROACH<sup>1</sup>

- Budget methodology/cost control.
- Quality control methodology.
- Schedule maintenance methodology.

#### 5. WORK LOCATION<sup>1</sup>

- Proximity of firm's office as it may affect coordination with the state's project manager and the potential project location.
- □ Firm's familiarity with the project area.
- □ Knowledge of the local labor and material markets.

<u> </u>	X	=
2	x	=
1	x	

1	x	=
2	Х	=
1	X	=

4

TOTAL SCORE:

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 INTERVIEW SELECTION/EVALUATION FORM ARCHITECTURAL/ENGINEERING/CONSULTANT SERVICES

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

Evaluator #:	Date:
Name of Firm:	
Name of Project:	

SCORE (OVERALL QUALIFICATIONS) <sup>1</sup> :	Weight <sup>2</sup> x Rating <sup>3</sup> = Score	
1. PROJECT TEAM <sup>1</sup>	<u>5</u> x =	-
2. TEAM CAPABILITIES <sup>1</sup>	<u>5</u> x =	-
3. PRIOR EXPERIENCE <sup>1</sup>	<u>5</u> x =	-
4. PROJECT APPROACH <sup>1</sup>	<u>5</u> x =	-
5. WORK LOCATION <sup>1</sup>	<u>3</u> x =	_
TOTAL SCORE:		4

NOTES:

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

# Appendix A2

#### STATE BUILDINGS PROGRAM FINAL RANKING MATRIX

## QUALIFICATION BASED SELECTION

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

FIRM	QUALIFICATIONS SCORE <sup>1</sup>				CUMULATIVE <sup>2</sup> TOTAL SCORE	RANK <sup>3</sup>		
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	EVAL #6		

NOTES:

1. Insert total score from each evaluator's PRELIMINARY SELECTION AND INTERVIEW SELECTION/EVALUATION FORMS. DO NOT combine scores of the two evaluations.

- 2. Add all evaluators' total scores to determine the cumulative score. NOTE: Each firm's cumulative total score should be as a percentage of the total points available.
- 3. Rank all firms with the highest scoring firm being the most qualified.

# Appendix B

# ARCHITECT/ENGINEER/CONSULTANT CONTRACT (STANDARD OR CM/GC FORMAT)

The Consultant Standard Agreement, SC-5.3, 08/2022 can be downloaded from the State Buildings website at:

https://osa.colorado.gov/state-buildings/project-management-policiesguidelines/contract-forms

See Attached Consultant Agreement SC-5.3 (With Specific Modifications)



## **CONSULTANT AGREEMENT** (STATE FORM SC-5.3)

DEPARTMENT ID:		{\$DeptID}
CONTRACT ID #:		NA
PROJECT #:		{\$ProjectNumber}
PROJECT NAME:	{\$ProjectName}	
VENDOR NAME:	{\$VendorName}	

## **CONSULTANT AGREEMENT**

(STATE FORM SC-5.3)

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- A. Consultant Proposal (including Consultant's Services Schedule and Insurance Certificates)
- **B.** Wage Rates Schedule
- **D.** Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections (required only when Article 7.5 Professional Errors and Omissions Liability applies to the professional services being provided)
- F. NOT USED
- **G.** University of Colorado Denver | Anschutz Medical Campus Supplementary Terms & Conditions for Consultant Agreement
- **H.** Service-Disabled Veteran-Owned Small Business and Minority/Women Business Enterprise Participation Report.

#### CONSULTANT AGREEMENT

(STATE FORM SC-5.3)

Department ID: {\$DeptID} Contract ID #: NA Project #. {\$ProjectNumber}

**1. PARTIES**. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the <u>Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver</u>, hereinafter referred to as the Principal Representative, and **{\$VendorName}** having its offices at **{\$VendorAddress}**, hereinafter referred to as the Consultant.

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

#### **RECITALS**

**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 <u>NA</u>, Account Number <u>NA</u>; and

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

**WHEREAS**, the Principal Representative intends to procure <u>{ProjectDescription}</u> hereinafter called the Project; and

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

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

**NOW THEREFORE**, it is hereby agreed that

#### ARTICLE 1. SCOPE OF WORK

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

## ARTICLE 2. COMPENSATION

In consideration for the performance of the said work and services including a lump sum price for Reimbursable Expenses if applicable, Principal Representative agrees to pay to Consultant fees and charges not to exceed <u>{\$VendorWrittenValue} Dollars (\${\$VendorNumValue}</u>). Payments to the Consultant shall be made monthly based upon Consultant's performance and progress, through a properly executed Application for Payment (SC-7.1). Payments 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 the Applications for Payment.

## ARTICLE 3. REIMBURSABLE EXPENSE

Reimbursable expenses are in addition to the compensation for said work and services and include actual expenditures made by the consultant and its employees and consultants in the interest of the Project. Pay requests for reimbursable expense shall be submitted with receipts, statements, or other acceptable supporting data. The consultant understands and agrees that a certain dollar amount as enumerated in **EXHIBIT A**, Consultant's Proposal has been established as a maximum amount to be paid for all reimbursable expenses. Reimbursement of travel expenses is to be based on reasonable and necessary travel costs within the limits of State/Federal per diem rates as published in the travel section of the State Controller's Fiscal Rules, Meal and Incidental Per Diem Rates, Appendix A1.

#### ARTICLE 4. AGREEMENT EXPIRATION

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

## ARTICLE 5. TERMINATION OF AGREEMENT

#### 5.1 DEFAULT

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

#### 5.2 TERMINATION FOR CONVENIENCE OF STATE

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

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

#### ARTICLE 6. CONSULTANT'S ACCOUNTING RECORDS

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

## ARTICLE 7. INSURANCE

#### 7.1 GENERAL

The Consultant shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Consultant shall continue to provide evidence of such coverage to State of Colorado on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Principal Representative and State Buildings 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".

#### 7.2 COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

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

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

The following coverages shall be included in the CGL:

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

#### 7.3 AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

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

\$1,000,000 each accident

Coverages:

Specific waiver of subrogation

7.4 WORKERS COMPENSATION INSURANCE

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

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

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

## 7.5 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

(If this contract is for one of the following professional pre-design services such as; geotechnical investigation and reporting, environmental assessment or land surveying or for construction administrative services such as material testing, than the following Professional Errors and Omissions Liability Insurance coverage applies)

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

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$250,000	\$500,000
\$1,000,000 to \$4,999,999	\$500,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

## ARTICLE 8. SPECIAL PROVISIONS

#### 8.1 CONTROLLER'S APPROVAL. C.R.S. § 24-30-202 (1)

This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

#### 8.2 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.

#### 8.3 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.

## 8.4 INDEPENDENT CONTRACTOR

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

## 8.5 COMPLIANCE WITH LAW

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

## 8.6 CHOICE OF LAW, 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.

#### 8.7 PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Consultant harmless; requires the State to agree to binding arbitration; limits Consultant'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 Consultant'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.

## 8.8 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. Consultant hereby certifies and warrants that, during the term of this Contract and any extensions, Consultant has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Consultant is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

# 8.10 VENDOR OFFSET AND ERRONEOUS PAYMENTS. C.R.S. § 24-30-202 (1) and C.R.S. § 24-30-202.4

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

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

Consultant certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State Agency within three days if Consultant 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 Consultant participates in the Department program, Consultant shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Consultant has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Consultant fails to comply with any requirement of this provision or C.R.S.§ 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Consultant for breach and, if so terminated, Consultant shall be liable for damages.

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

Consultant, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Consultant (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 9. MISCELLANEOUS PROVISIONS

## 9.1 SUCCESSORS AND ASSIGNS

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

## 9.2 WAGE RATES, in accordance with C.R.S. § 24-30-1404 (1)

As amended, the Consultant has executed a schedule, which is attached hereto and made a part hereof by reference as **Exhibit B**, Wage Rates Schedule, and by doing so is certifying that wage rates and other factual unit costs supporting the compensation paid by the State for these professional services are accurate, complete and current.

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

#### 9.3 CONTINGENT FEE PROHIBITION, in accordance with C.R.S. § 24-30-1404 (4)

As amended, the Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of this contract.

For breach or violation of this warranty, the Principal Representative shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

#### 9.4 EXTENT OF AGREEMENT

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

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

#### 9.5 CONSTRUCTION OF LANGUAGE

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

#### 9.6 SEVERABILITY

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

#### 9.7 SECTION HEADINGS

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

## 9.8 NO THIRD PARTY BENEFICIARIES

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

## 9.9 WAIVER

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

#### 9.10 INDEMNIFICATION

To the extent authorized by law, the Consultant shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the Consultant, its employees, agents, sub-consultants or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, agents, other Consultants or assignees, or other parties not under the control of or responsible to the Consultant.

#### 9.11 STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

#### 9.12 BINDING EFFECT

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

#### 9.13 COUNTERPARTS

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

#### 9.14 MODIFICATION

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

By Operation of Law, This Agreement is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

#### 9.15 SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Consultant fails to perform or comply as required.

#### 9.16 TAXES

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under C.R.S. § 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions may require payment of sales or

use taxes even though the product or service is provided to the State. Consultant shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Consultant for such taxes.

#### 9.17 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.

#### SIGNATURE APPROVALS:

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

Projec	t Name/Number:	{\$ProjectNam	e} / {\$Proje	ctNumber}
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Ву			STATE	BUILDINGS PROGRAM
	Name (print)	Title	State A	Architect (or authorized Delegate)
Date:			By:	
-			. ,	Todd Akey, Associate Director of Facilities Projects and State Buildings Delegate
			Date:	
				) BY THE STATE CONTROLLER:
C.R.S.	§ 24-30-202 requires the	State Controller to a	pprove all State	Contracts. This Contract is not valid until signed and dated

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. Consultant is not authorized to begin performance until such time. If Consultant begins performing prior thereto, the State of Colorado is not obligated to pay Consultant 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:

**CONSULTANT AGREEMENT** (STATE FORM SC-5.3)

## EXHIBIT A

**PROPOSAL** (including Consultant Services Schedule and Insurance Certificate)

After signing this document, you must supply your Certificates of Insurance for review before the {\$Campus} can continue processing this agreement.

Please email your insurance certificates to:

Elaine Rydberg, helen.rydberg@ucdenver.edu And {\$PMName}, {\$PMEmail}

Vendor Initial

# Sample Certificate of Liability Insurance

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The	Regents of the University of Colorado,	a Body	Cor	porate, are named Addition	nal Insured with resp	pect to liability	and defense of suits aris	ing out	of the
activ	ifies performed by, or on behalf of the C	Contrac	dor.	including completed operation	tions regarding Proj	ecl #	The Professional Llab		
0.01	ovide a waiver of subrogation against 7	he Reg	gent	s of the University of Color	ado, a Body Corpor	ste.			
CEI	TIFICATE HOLDER				CANCELLATION				
-									
The	Regents of the University of	Colo	rad	o, a Body Corporate	SHOULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	COORD	D BEFORE THE
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					© 19	88- 2009 AC	ORD CORPORATION.	All rig	hts reserved.

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CONSULTANT AGREEMENT

(STATE FORM SC-5.3)

EXHIBIT B

## WAGE RATES

{\$WageRates}

CONSULTANT AGREEMENT

(STATE FORM SC-5.3)

EXHIBIT F

NOT USED

**CONSULTANT AGREEMENT** (STATE FORM SC-5.3)

#### EXHIBIT D

# BUILDING CODE COMPLIANCE POLICY: COORDINATION OF APPROVED BUILDING CODES, PLAN REVIEWS AND BUILDING INSPECTIONS (as applicable)

See Office of The State Architect website: https://www.colorado.gov/pacific/osa/bldgcodes

See University of Colorado Denver | Anschutz Medical Campus website for Guidelines and Standards for Design and Construction Projects: <u>http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/Gui</u> <u>delinesStandards.aspx</u>

**CONSULTANT AGREEMENT** (STATE FORM SC-5.3)

EXHIBIT G

UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUPPLEMENTARY TERMS & CONDITIONS FOR CONSULTANT AGREEMENT

### Supplementary Terms and Conditions for Consultant Agreement

for Consultant Agreement (SC-5.3)

#### Board of Regents of the University of Colorado University of Colorado Denver | Anschutz Medical Campus

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

#### ARTICLE 7. INSURANCE - Replace Article 7 as follows:

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

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

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

By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

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

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

- 1. <u>Commercial General Liability</u> Occurrence Form ISO CG 0001 or equivalent. Coverage to include:
  - Premises and Operations
  - Personal / Advertising Injury
  - Products / Completed Operations
  - Liability assumed under an Insured Contract (including defense costs)
  - Broad Form Property Damage

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

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

#### 2. Automobile Liability

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

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

#### 3. Workers Compensation and Employers' Liability

- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)

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

This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers' Compensation Act, **AND** when such contractor or subcontractor executes the Sole Proprietor Waiver Letter.

#### 4. Professional Liability (Errors and Omissions) for Contractor

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

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

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

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

• Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

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

#### ADDITIONAL INSURANCE REQUIREMENTS

- 1. All Insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis. Professional Liability is acceptable on a claims-made basis.
- 2. On insurance policies where the Principal Representative is named as an additional insured, the Principal Representative shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
- 3. The Contractor shall provide the Principal Representative a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering Principal Representative Premises. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
- 4. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 5. <u>The Contractor shall advise the Principal Representative in the event any general</u> <u>aggregate or other aggregate limits are reduced below the required per</u> <u>occurrence limit</u>. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.
- 6. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A- VI.
- 7. Provide a minimum of 30 days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the contract.
- 8. Certificate Holder: The Regents of the University of Colorado, Project Management, 1945 North Wheeling Street, Campus Mail stop F-418, Aurora, CO 80045.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the Principal Representative. The Principal Representative reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

#### Non-Waiver

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

#### Mutual Cooperation

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

(Revised 7-21-11)

#### ARTICLE 9. MISCELLANEOUS PROVISIONS

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

Add the following:

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

- .1 The Consultant shall vigorously pursue to the greatest extent possible, adherence to the university Policy on Sexual Harassment and also require all employees, and employees of all professional consultants of any kind, working on this project to adhere to this Policy.
- .2 Statement of Policy: It is the policy of the university to maintain the community as a place of work, study, and residence free of sexual harassment or exploitation of students, faculty, staff, and administrators. Sexual harassment is prohibited on campus and in the university programs. The university is committed to taking appropriate action against any of its officials, employees or students who violate the policy prohibiting sexual harassment.
- .3 Definition of Sexual Harassment: For purposes of this Policy, sexual harassment is defined as conduct which is unwelcome and consists of:

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

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

- .4 Consequence of Sexual Offenses: The university may require the Consultant to remove from the university property any individual or individuals who violate the policy prohibiting sexual harassment.
- .5 Contractor acknowledges that all Contractor employees, agents and representatives providing services to the University of Colorado Denver | Anschutz Medical Campus are responsible for complying with University policies and procedures. This includes, without limitation, policies related to professional conduct, sexual misconduct (including non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, sexual harassment, intimate partner abuse, and stalking), and discrimination and harassment based on protected characteristic identity (including race, color, national origin, pregnancy, sex, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy). Please see http://equity.ucdenver.edu/policies-procedures/.
- .6 Contractor agrees that its employees, agents and representatives who engage in conduct prohibited by University policies, including related retaliation or failure to report, as determined in the University's sole discretion, will be subject to disciplinary action, up to and including termination by Contractor consistent with Contractor's policies and procedures
- .7 Further, as Contractor recognizes and agrees that its selection and hiring of individuals who possess expertise and professional skills to carry out Contractor's obligations in an appropriate and non-discriminatory manner that reflects positively on the University's goodwill and reputation is an essential condition to inducing the University to enter into the Agreement, Contractor agrees to remove or replace any individual whose work or performance under this Agreement is considered by the University as acting inappropriately, unprofessionally, or violating any University policy, in the University's sole discretion, including, without limitation, the aforementioned policies.
- .8 Contractor acknowledges that Contractor's activities involve heightened risks as a result of access or exposure by Contractor's employees or agents to one or more security sensitive environments. Contractor expressly acknowledges that Contractor shall take all commercially reasonable measures to mitigate any such risks, which measures shall include but are not limited to conducting criminal history checks, financial background checks when appropriate, and reference checks on all employees or agents who will be performing work at the University. Upon University request, Contractor shall certify in writing that it has complied with this provision and that all employees, agents, and subcontractors performing work hereunder have satisfactorily completed Contractor's background check

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

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

- 9.21 The Consultant is required to adhere to the latest University of Colorado Denver | Anschutz Medical Campus Design and Construction Standards - website location: (<u>https://www.cuanschutz.edu/offices/facilities-management/construction-projects/guidelines-and-standards</u>)
- 9.22 All costs and time associated with obtaining a University security badge for employees working on campus shall be borne by the Employer.
- 9.23 OWNERSHIP OF DOCUMENTS AND INSTRUMENTS OF SERVICE.
  - .1 Drawings, specifications, custom programming, source code, and other documents, including those in electronic form, prepared by the Consultant and Sub-Consultants are Instruments of Service for use solely with respect to this Project. The Consultant and Sub-Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
  - .2 Upon execution of this Agreement, the Consultpant grants to the State a perpetual nonexclusive, irrevocable license to reproduce and use, and permit others to reproduce and use for the State, the Consultant's Instruments of Service solely for the purposes of constructing, using and maintaining the Project or for future alterations, or additions to the Project. The Consultant shall obtain similar nonexclusive licenses from the Sub-consultants consistent with this Agreement. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the State to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purposes of completing, using and maintaining the project, or for future alterations, or additions to the Project.
  - .3 Any unilateral use by the State of the Instruments of Service for completing, using, maintaining, adding to or altering the Project shall be at the State's sole risk and without liability to the Consultant and the Sub-Consultant; provided, however, that if the State's unilateral use occurs for completing, using or maintaining the Project as a result of the Consultant's breach of this Agreement, nothing in this Article shall be deemed to relieve the Consultant of liability for its own acts or omissions or breach of this Agreement.

EXHIBIT E Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections (incorporated herein by reference (https://www.colorado.gov/pacific/osa/bldgcodes)

Exhibit A. Approved State Building Codes - add the following requirements:

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

(https://www.cuanschutz.edu/offices/facilities-management/constructionprojects/guidelines-and-standards)

NIH (use of most current edition); ANSI/AIHA Z9 Accredited Standards Committee available at <u>http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx</u>, Laboratory Ventilation last updated 2003; ANSI/AIHA Z9.6-2008 Exhaust systems for Grinding, Buffing and Polishing; etc.

Health and Safety Standards for Ventilation Systems;

Biomedical and Animal Research Facilities Design Policies and Guidelines, National Institutes of Health, Aug 2010 and subsequent published revisions; Available at <a href="https://orf.od.nih.gov/TechnicalResources/Pages/DesignRequirementsManual2016.aspx">https://orf.od.nih.gov/TechnicalResources/Pages/DesignRequirementsManual2016.aspx</a>;

Biosafety in Microbiological and Biomedical Laboratories (BMBL, 5<sup>th</sup> edition, 2009);

ILAR Guide for the Care and Use of Laboratory Animals (8<sup>th</sup> ed, 2011); International Building Code (IBC);

IH Guidelines for Research Involving Recombinant DNA Molecules (NIH Guidelines);

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

Guidelines for Design and Construction of Hospital and Healthcare Facilities, 2010, (formerly known as "AIA Guidelines"); ANSI/ASHRAE/ASHE Standard 170: Ventilation of Health Care Facilities

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

The latest edition of the Life Safety Code (NFPA 101) (use most restrictive interpretation where it conflicts with the IBC).

AIHA American Standard for Laboratory Ventilation ANSI/AIHA Z9.5-1992.

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

UCD Campus Standard Biosafety Level (BL3) Construction Standards.

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

City of Aurora Asphalt and Paving Standards (latest edition).

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

**CONSULTANT AGREEMENT** (STATE FORM SC-5.3)

EXHIBIT H

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



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

Institution/Agency: {\$Campus} / {\$DeptID} Project No./Name: {\$ProjectNumber} / {\$ProjectName}

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

Т

П.

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 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

{\$VendorName}	
Legal Name of Contracting Entity	
*Signature	
_	
Ву:	
Name (print)	Title
Date:	

- It is the general policy of the State of Colorado to be as inclusive as possible to all member communities when spending taxpayer dollars. It is also the intent of the State to address the goals of the HB14-1224 | CRS 24-103-211 of at least 3% of all contracts by dollar value to be awarded to SDVOSBs.
  - III. REQUIREMENTS
    - A. Service-Disabled Veteran-Enterprise (SDVE) means for the purpose of this report, a business who must be incorporated or organized in Colorado or they must maintain a place of business or have an office in Colorado and who are officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs (www.vip.vetbiz.gov) per CRS 24-103-211
    - B. Minority Business Enterprise (MBE) means, for the purpose of this report, a business enterprise at least 51 percent that is owned and controlled by minority group members, or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned and controlled by minority group members. Eligible persons are expected to be engaged full time in the day-to-day operation and management of the business. Minority group members are ethnic minorities including African American, Hispanic American, Native American or Asian/Pacific American.
    - C. Women Business Enterprise (WBE) means, for the purpose of this report, a business enterprise of at least 51 percent of which is owned and controlled by a woman or women, or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned and controlled by women. Women are expected to be engaged full time in the day-to-day operation and management of the business.

- D. The University of Colorado Denver | 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	[		MBE:	Yes	[		WBE:	Yes	[	
	No	[	_]		No	[	_]		No	[	

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 %:	

### Appendix C

### ACKNOWLEDGEMENT AND ATTESTATION FORM

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

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

Subscribed on		at	,
	Date	(	City
	, Stat	e of	,
County			State
Applicant or Corporate (	Officer Signature	Date	
Witness		Date	

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

(Seal)

### Appendix D

CURRENT PROGRAM PLAN (Volume I)

## **UNIVERSITY OF COLORADO DENVER**

## COLLEGE OF ENGINEERING, DESIGN AND COMPUTING BUILDING (CEDC)

PROGRAM VALIDATION DOCUMENT - VOLUME I

7/18/2022 (REV. 8/26/2022

Er



## **PROJECT TEAM**

**OWNER'S PROJECT MANAGER** 

JLL

**ARCHITECTURE + DESIGN** 

SMITHGROUP

LABORATORY PLANNING

**SMITHGROUP** 

**MEP ENGINEERING** 

**SMITHGROUP** 

SUSTAINABILITY

**SMITHGROUP** 

LANDSCAPE ARCHITECTURE

**SMITHGROUP** 

STRUCTURAL & CIVIL ENGINEERING

**MARTIN MARTIN** 

**AV/TECHNOLOGY/SECURITY** 

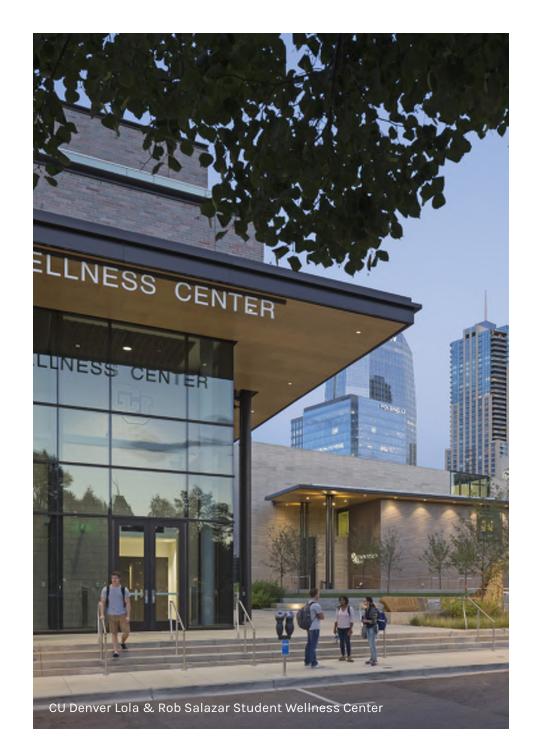
K2 AV & T

**COST ESTIMATING** 

**RIDER LEVETT BUCKNELL** 

**VIBRATION SPECIALIST** 

### **COLIN GORDON ASSOCIATES**



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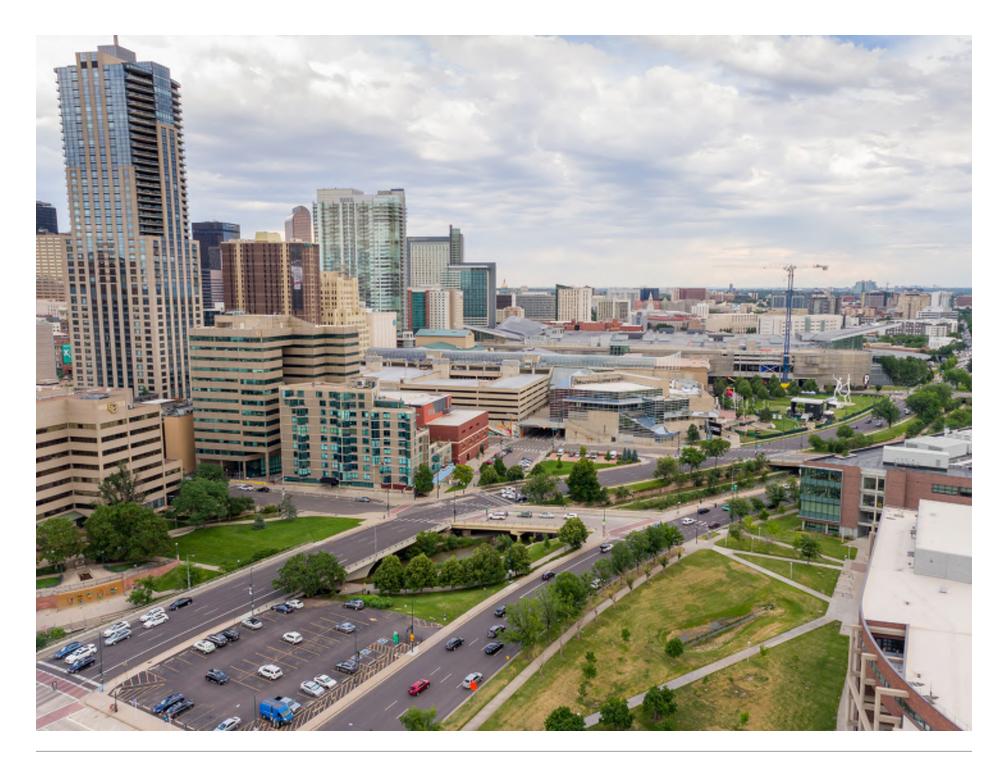
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## EXECUTIVE SUMMARY

The CU Denver College of Engineering, Design, and Computing (CEDC) Building and North Classroom renovations will fulfill strategic goals set forth by multiple stakeholders, including CU Denver, its engineering school, and the diverse students that will inhabit the building. The project envisioned in this Programming Document was initiated by the University of Colorado Denver, whose 2030 goals aim to "transform lives, expand economies, and uplift communities." The CEDC's IMPACT 2024 strategic plan then distills the university's mission into engineering-specific goals. Finally, the ideals set forth in both those documents were translated into project-specific guiding principles - which endeavor to ensure that the finished project embodies the aspirational values underlying it.

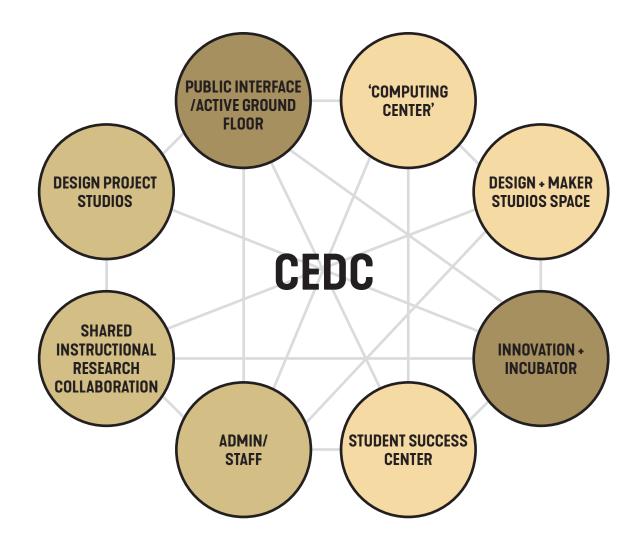
Through a series of workshops that included dialog with the various user groups and the Executive Committee, the Design Build Team tested and verified th information contained in the Request for Qualifications (RFQ). The Programming Document summarizes the results of that process. It builds and expands upon the content of the RFQ to clearly define the parameters that will inform the design process moving forward and serve as a benchmark against which to measure the development of the project throughout its future phases. As a result, in addition to building programspecific issues, its content embraces elements of site development, campus infrastructure, campus planning, sustainable design, and the project's and University's relationship to the community at large – all of which the project must successfully address moving forward.

Publication of this document represents the culmination of the

Program Phase of the project and lays the groundwork for the Concept and Schematic Design Phase. This document intends to confirm the programmatic needs of the various departments and components, to present a detailed, clear, and logical summary and analysis of those needs, and to illustrate an understanding of the larger project issues and goals. The construction manager and design team are developing cost estimates in tandem, which have yielded the below table of approximate values.

CURRENT PROGRAM	
CEDC BUILDING	
PROGRAMMED GROSS SQUARE FEET (NEW)	~66,215 GSF
NORTH CLASSROOM	
PROGRAMMED GROSS SQUARE FEET (RENO)	~2,000 GSF
TOTAL FACILITY GROSS SQUARE FEET	~68,215 GSF
CURRENT COST ESTIMATES	
CEDC BUILDING	~\$51,556,415
SITE	\$4,987,585
NORTH CLASSROOM	~\$1,256,000
TOTAL	~\$57,800,000

The CEDC program is categorized into six complementary use types, each fulfilling a critical mission for the building.



## PROJECT GOALS + VISION

The vision for the CEDC building and North Classroom renovations is to provide capabilities well beyond the current limits by situating the project to be a key component of Denver's planned innovation district. Innovation districts create a geographic concentration of connected businesses and service providers anchored by research universities. In this context, public institutions can connect their ability to research 'grand challenges' by accessing both the capital and capacity of private enterprise to enable entrepreneurship and the commercialization of new products and services.

Flexibility is characterized by a ready capability to adapt to new, different, or changing requirements. The CEDC envisions this concept translating into a fluid learning paradigm that can adjust to inevitable evolutions. Whether it manifests as multi-use research labs, reconfigurable classrooms, or agile teaming spaces, the building must optimize space utilization.

The building will be a showcase, one that displays the creative vigor between departments and disciplines. This activity should be revealed to the world outside to establish a sense of identity and community among engineering students.

This project should demonstrate innovative technologies and sustainability strategies, becoming a teaching laboratory inhabited by its student population. In this way, the building can serve as a recruiting tool for students and faculty and help to create additional opportunities for research grants and industry partnerships. A visioning session was conducted early in the programming phase to translate CU Denver's 2030 strategic goals into project-specific guiding principles and identify qualitative ways to incorporate these into the built environment. The design team will endeavor to thoughtfully manifest these ideas into the building to help create meaningful spaces that embody the guiding principles.

### **PROJECT GUIDING PRINCIPLES**

#### QUITABLE

RECOGNIZING THAT USERS AND PARTNERS HAVE VARYING NEEDS OF SUPPORT AND ASSISTANCE AND REMOVING INSTITUTIONAL BARRIERS

ACCESSIBLE: ABLE TO BE REACHED OR ENTERED

INNOVATIVE: FEATURING NEW METHODS; ADVANCED AND ORIGINAL

#### DISCOVERY:

THE ACTION OR PROCESS OF DISCOVERING OR BEING DISCOVERED

**COMMUNITY:** A UNIFIED BODY OF INDIVIDUALS

BILITY:

CHARACTERIZED BY A READY CAPABILITY TO ADAPT TO NEW, DIFFERENT, OR CHANGING REQUIREMENTS

7

### WHAT DOES SUCCESS LOOK LIKE?

PLATFORM FOR STUDENTS IDENTITY + ENGAGEMENT STUDENT SUCCESS + ELEVATED OPPORTUNITY 'CU CEDC BUILDING MEANS BUSINESS' ELEVATING CAMPUS BRAND CARBON NEUTRALITY 'FEELS LIKE US' WOW FACTOR

**EMBODIMENT OF CU DENVER** 

### **IMPORTANT CONCEPTS + ASPECTS**

#### FLEXIBILITY

FUNCTIONALITY (LONG VIEW)

NEW BUILDING IS METAPHOR FOR INSTITUTION STRENGTHS + IDENTITY

**EXPERIENCE (EMOTIONAL)** 

**ACTIVATION + DENSITY** 

**GATEWAY + INVITING** 

**SYNTHESIS** 

QUITY

SUPPORT SPACES (GENDER NEUTRAL, PERSONAL HEALTH)

STEAM (SCIENCE, TECHNOLOGY, ENG, ARTS, MATH)

### **PROJECT VISION**

INTEGRATED CATALYST FOR CHANGE
SHARED R&D SPACE
ROOFTOP EVENT SPACE
CONNECTION TO DOWNTOWN LANDSCAPE + Community
ENGINEERING ON DISPLAY - TRANSPARENCY To speer
ACTIVE GROUND FLOOR
EXECUTIVE BRIEFING CENTER
INDUSTRY LANDING PADS
GROUND LEVEL EVENT SPACE
CROSS-POLLINATION OF INDUSTRY +

## PROJECT DESCRIPTION

The University of Colorado Denver College of Engineering Design and Computing (CEDC) building will establish an iconic hub for the school's programs, create a new gateway into the CU Denver campus 'neighborhood,' and provide spaces that help foster public-private partnerships in pursuit of enacting positive change in the city, region, and state. The highly visible site at the southeast corner of Larimer Street and Speer Boulevard occupies the edge of the Auraria campus situated across the historic parkway from the downtown business district. This location will allow easy access by multiple transportation modes, including RTD light rail, bus, the Cherry Creek bike trail, or the nearby campus parking garages.

The CEDC program consists of eight major functions that are all interrelated, yet each has distinct needs which the facility must support. While the program states purely quantifiable space requirements, the descriptions below outline the qualitative characteristics which translate the goals and vision into tangible form.

#### **ACTIVE GROUND FLOOR**

Early in the programming process, it became clear that the school desires to showcase engineering and computing programs, create a welcoming feel, and display the activity happening within. These goals require the architecture to respond with a mix of transparency, inside-outside connectivity, and activation of the streetscape. As a result, the building's first floor will position the most frenetic and collaborative spaces facing the street, flanking a spacious entry lobby that includes an open-tiered gathering space or 'forum.' Rather than being one-sided, the ground floor will activate all sides of the building and offer direct access to a pedestrian-friendly multi-use alley facing the North Classroom building, envisioned as an element that unified rather than divides the two buildings.

#### **INNOVATION INCUBATOR**

The new building will act as a platform for increased student success, situating the CEDC as a key player in the city's new innovation district. The building will provide spaces that help foster public-private partnerships that benefit students, the university, as well as the city, region, and state. The innovation forum will be front and center within the main lobby, which will host lectures, presentations, and day-to-day informal gatherings. Within the instructional areas, 'incubator labs' make space for engineering students and industry partners to collaborate on research projects aimed at bringing innovative ideas to market. Crowning the building, an indoor/ outdoor rooftop event and conference center will serve as a meeting place where collaborations between pedagogy and industry take shape, expressing the connection between the university and the business community surrounding it.

#### MAKER SPACE & DESIGN STUDIOS

This highly collaborative environment creates a setting for students from all the school's engineering programs to turn their ideas into working prototypes. First-year students learn fundamental skills in design and fabrication, while capstone students work in interdisciplinary project teams alongside industry partners. To facilitate this iterative design and manufacturing process, design studios and fabrication spaces are surrounded by shops for machining, welding, and digital fabrication. A testing lab and teaching zone will be integrated into this area as well to support hands-on learning and extensive engineering analysis.

#### STUDENT SUCCESS CENTER

Embodying the CEDC's mission of 'radical inclusion,' this welcoming suite of spaces will be entirely student-focused. A balance of public and private rooms brings together career advising, personal tutoring, and student organizations. This mix is intended to create a 'one-stop shop' satellite career development center explicitly geared towards the specialized fields of engineering and computer science.

#### **COMPUTING CENTER**

Connected closely with the computer science department, the CEDC's computing center will create a hub for computing resources that also strives to meet the needs of an evolving pedagogy. A variety of space types and sizes will offer comfortable settings for groups and individuals with diverse needs. An adjoining cyber security lab will provide instructional space focused on that specialty, close to computer science lab space.

#### **DESIGN PROJECT STUDIOS**

One of the building's primary functions is to consolidate and centralize CEDC activities from several locations around campus and establish an identifiable home for engineering and computing programs. While each labs and classrooms will support their unique requirements, all will maintain flexible learning environments that can evolve with pedagogy over time. The architecture will selectively employ transparency to showcase the activity within to the community outside, reinforcing the school's presence on campus and in the city.

#### SHARED RESEARCH & INSTRUCTION

While each department requires some dedicated spaces, commonalities exist between them, which make sharing spaces advantageous. Providing dedicated classroom and lab space to each department is expensive and inefficient. Shared classroom and lab settings optimize space utilization without increasing square footage because they can be scheduled for use by all departments. The CEDC building will use such shared resources and intersperse a variety of classroom and lab configurations throughout.

#### ADMINISTRATIVE

An engineering school, in many ways, functions like a business, and its various administrative functions ought to be consolidated to maximize opportunities for convergence and synergy. The building will join program leaders' offices with finance, operations, marketing, communications, and even visiting scholars. This unified office suite will also be located to be visible and accessible to CEDC stakeholders, with connectivity to the rooftop conference and event space.

#### CU DENVER 2030 GOALS

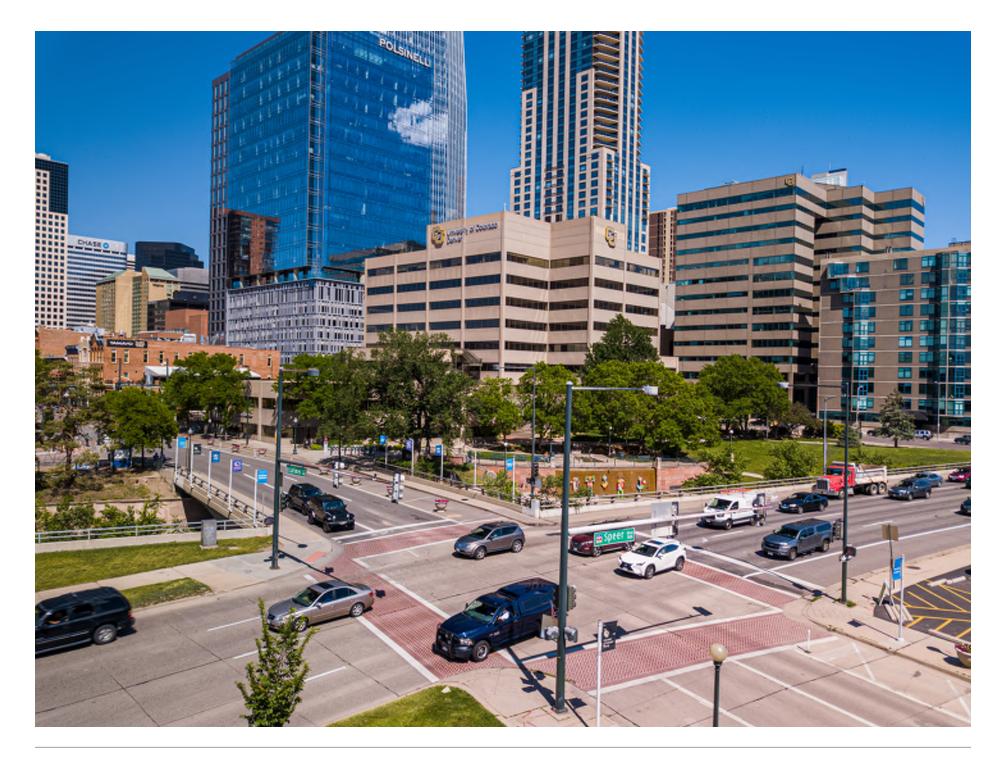






GOAL 4 OPEN INNOVATION DISTRICT

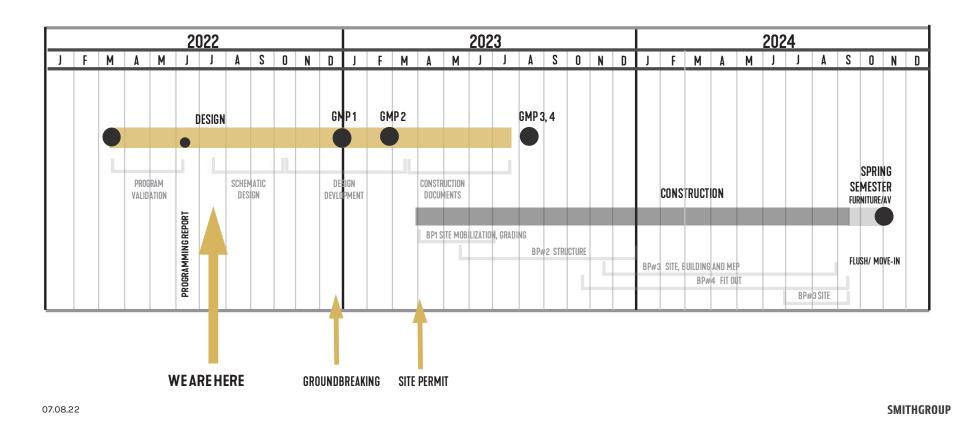
GOAL 5 BEST PLACE TO WORK



# PROJECT Schedule

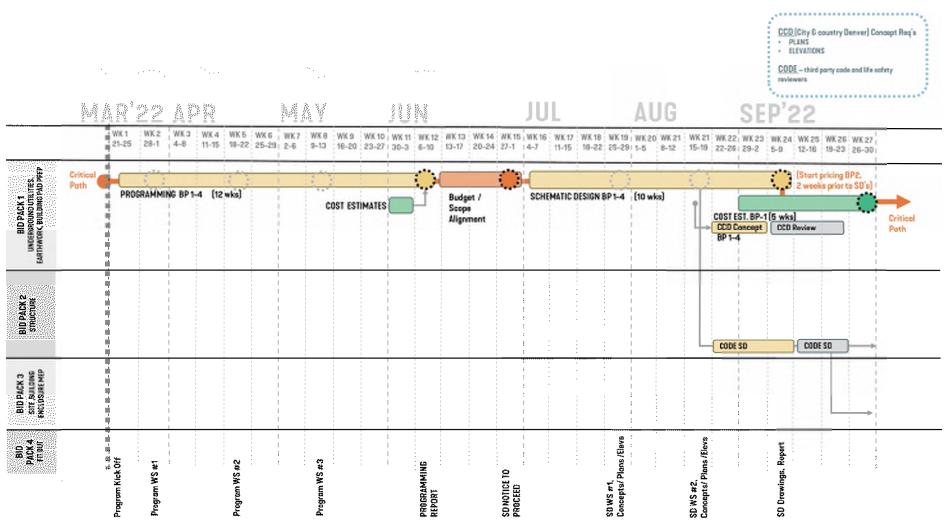
PROGRAMMING · · · · · · · · · · · · · · · · · · ·	•••••• MARCH 2022 - JULY 2022
SCHEMATIC DESIGN ·····	···· JULY 2022 - SEPTEMBER 2022
DESIGN DEVELOPMENT ······	SEPTEMBER 2022 - JANUARY 2023
CONSTRUCTION DOCUMENTS · · · · · · · · · · · · · · · · · · ·	· · · JANUARY 2023 - MARCH 2023
CONSTRUCTION · · · · · · · · · · · · · · · · · · ·	··· APRIL 2023 - SEPTEMBER 2024

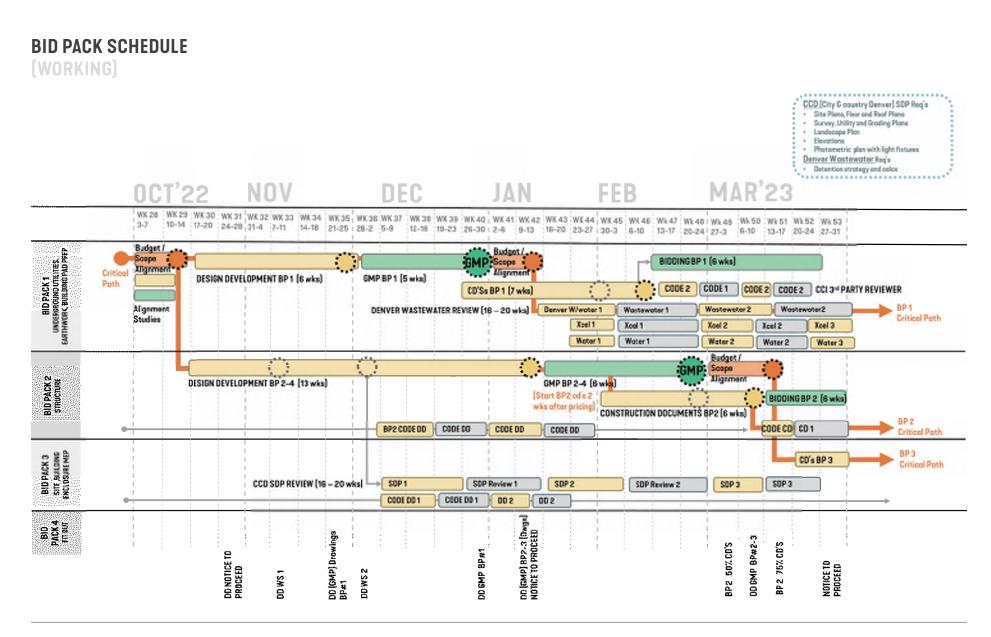
### HIGH LEVEL DESIGN + WORKING SCHEDULE CONTEXT



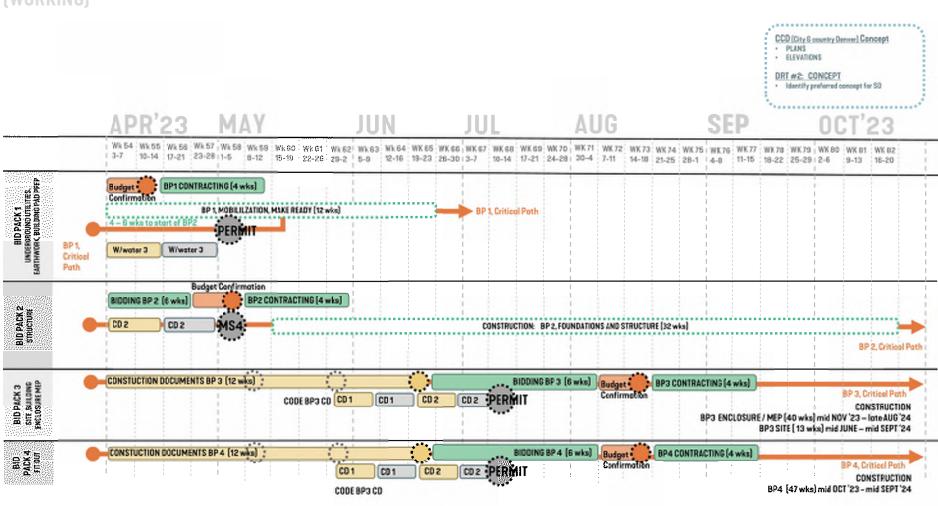
## BID PACK SCHEDULE

(WORKING)



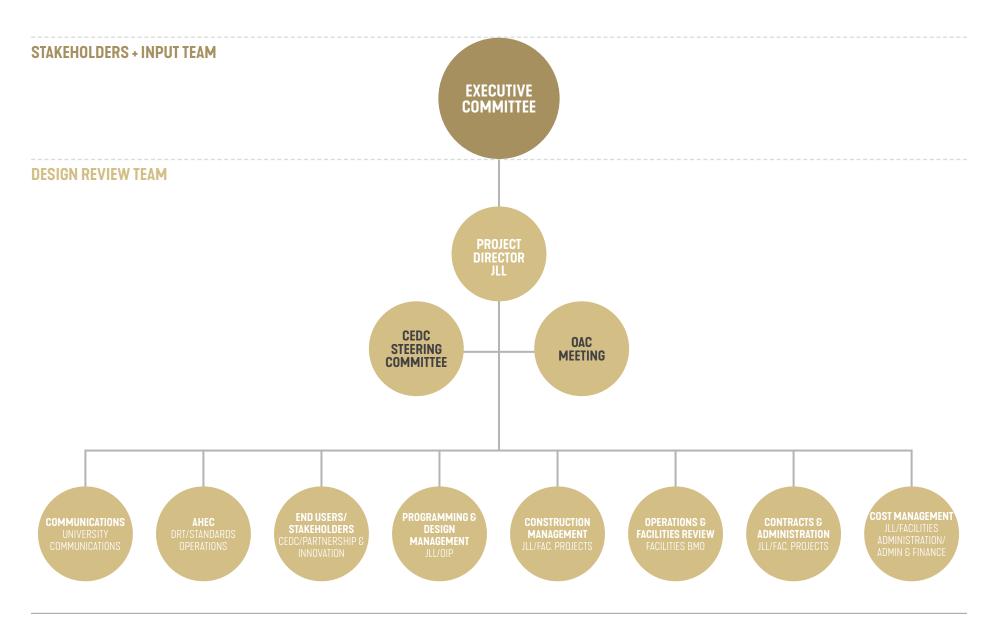


#### UNIVERSITY OF COLORADO DENVER - CEDC PROGRAM VALIDATION DOCUMENT 16



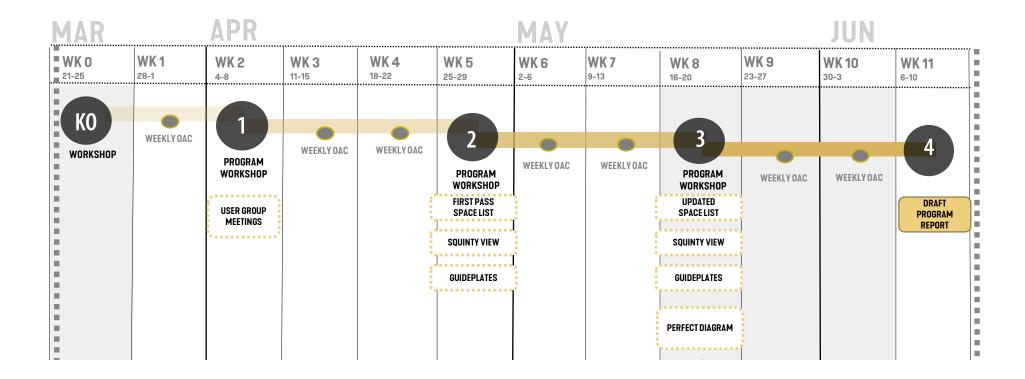
**BID PACK SCHEDULE** (WORKING)

## **TEAM ORGANIZATION**



# **PROGRAMMING + PLANNING**

In order to build consensus deliberately and collaboratively, the Design Team begins immediately on what we call **'The Programming Triple Track**.' The process includes parallel investigations of Site Analysis, Program Space List, and Guide Plates.



## PROGRAMMING: KICK-OFF MEETING

Location: CU Denver

An initial kick-off session was focused on introducing the project team, understanding the goals & vision for the project, and understanding the programmatic components of the project.



## PROGRAMMING: Workshop 1

Location: CU Denver

Programming Validation Workshop 1 was comprised of sessions with each User Group including several tours of existing facilities.



## PROGRAMMING: WORKSHOP 2

Location: CU Denver

At Programming Validation Workshop 2, the collective team began to refine the space list and overall breakdown of the program, as well as 'guide plate' development represented on the 'squinty view' boards.



## PROGRAMMING: Workshop 3

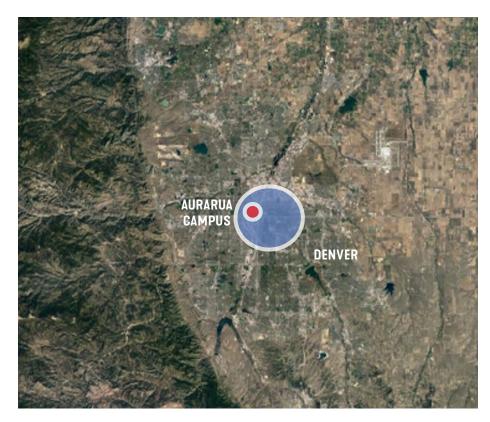
Location: CU Denver

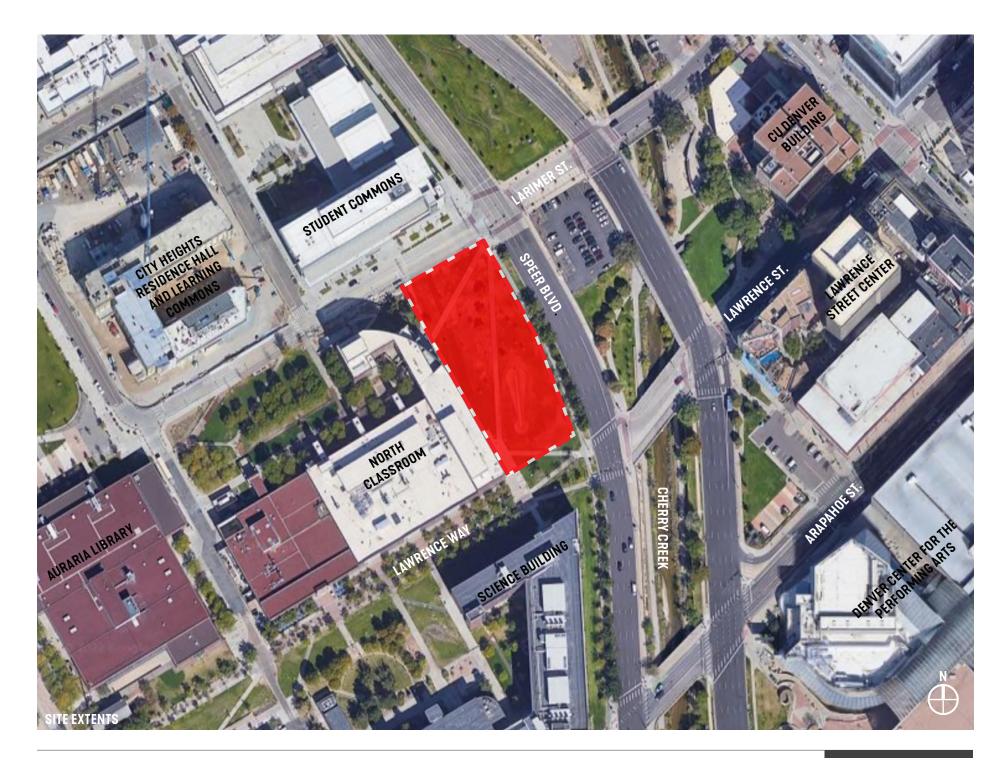
Program Validation Workshop 3 culminated with a final space list as well as the 'Perfect Diagram' exercise that allowed stakeholders to discuss critical adjacencies and functional relationships of the program in an interactive and open forum of ideas.



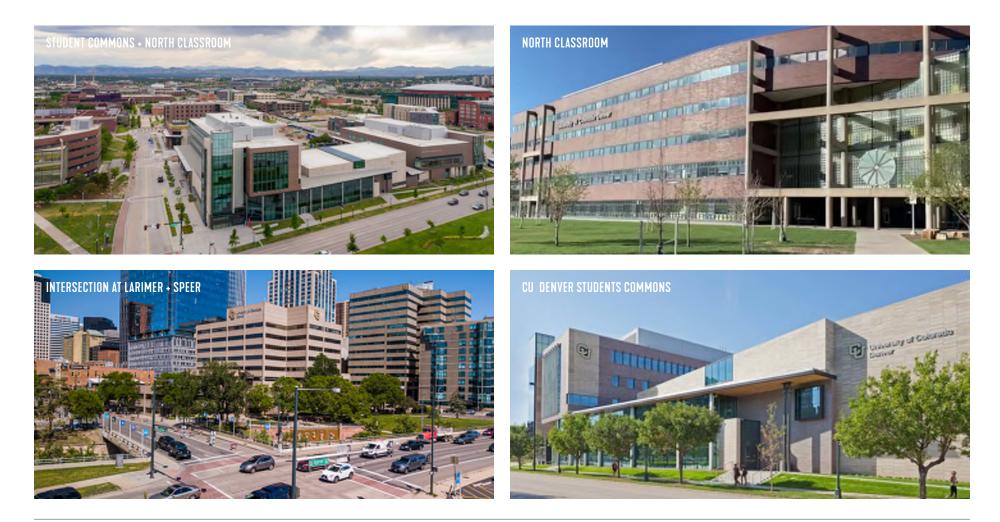
## PROJECT SITE CONTEXT

The site is located on the Auraria Campus adjacent to the Downtown Denver commercial core. The campus includes buildings on both sides of Speer Boulevard. The campus is surrounfed by classroom buildings and open green spaces on the west and the historic lower downtown Denver on the East. The primary campus is bordered by Colfax Avenue, Speer Boulevard, I-25 and Auraria Parkway. Neighbors include the Denver Center for the Performing Arts, Ball Arena, Empower Field at Mile High and Larimer Square.





## PROJECT SITE CONTEXT



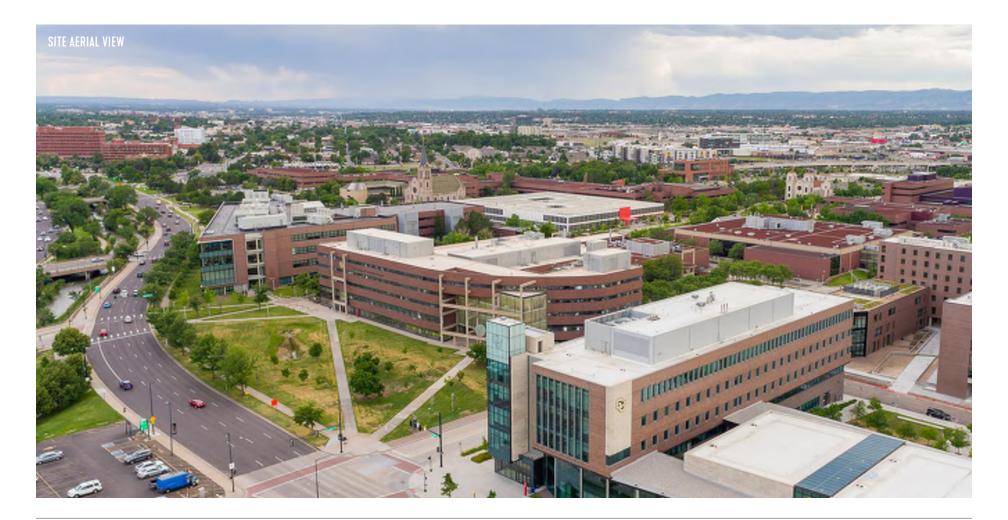








## PROJECT SITE EXISTING CONDITIONS



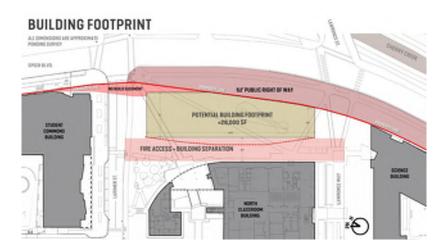


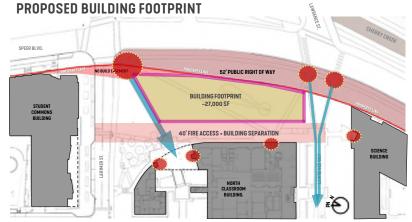


## PRELIMINARY SITE ANALYSIS

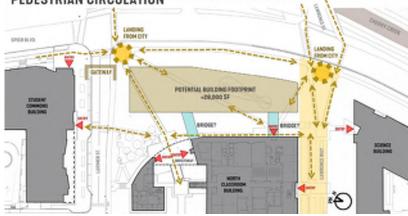
### **KEY DECISIONS:**

- Activate all four sides of the site
- Optimize buried detention footprint
- Align facades of adjacent buildings
- Connect buildings across alley
- Do not overhang city R.O.W.
- Tailor outdoor spaces to urban context
- Prioritize pedestrian campus experience
- Minimal trash/fire traffic into alley
- Use surface detention as amenity





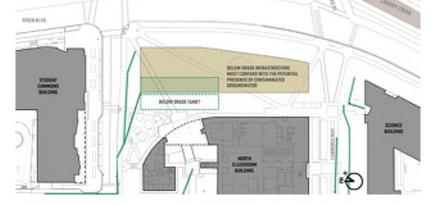
PEDESTRIAN CIRCULATION OPPORTUNITIES LOCATING BUILDING ENTRIES



#### smithgroup.com 31

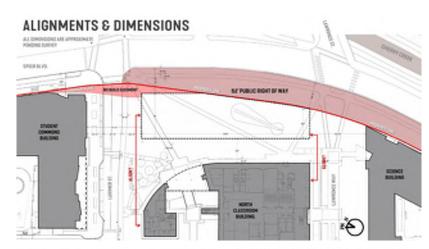




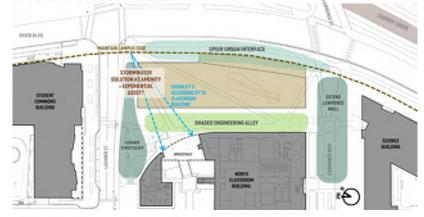


OVERHANG OF RIGHT OF WAY WITH ENCUMBRANCE

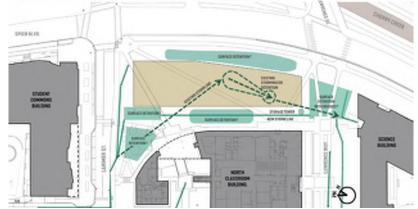
STORM SEWER - BELOW GRADE TANK



POSITIVE OUTDOOR SPACE THE BUILDING WILL ACTIVATE ADMIGENT STREETS AND PEDESTRIAN AREAS

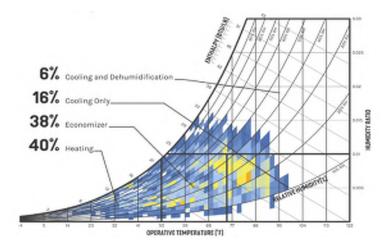


### STORM SEWER - ON GRADE DETENTION BASIN

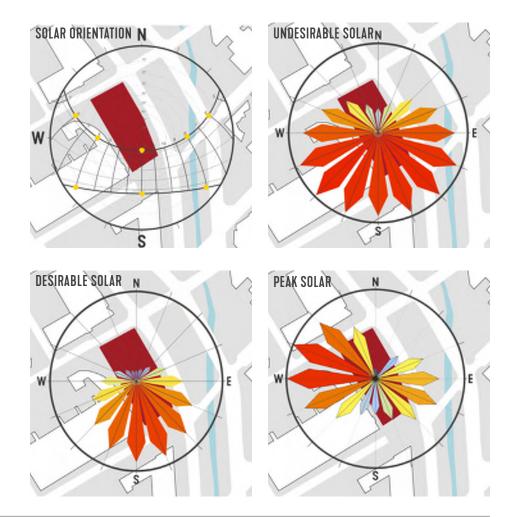


## SITE ANALYSIS: CLIMATE

### PREDICTED HVAC OPERATING MODE

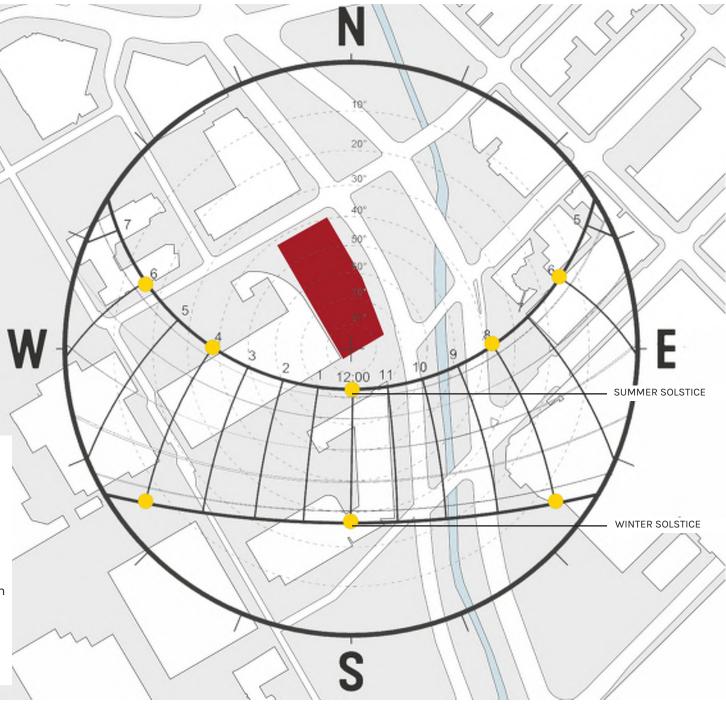


The annual solar diagram represents 100% of sun-up hours with a range from 0 - 1216 kWh/m<sup>2</sup>. Desirable solar is 38% of sun-up hours ranging primarily from 0 - 45° East of South. The peak solar represents the top 4% hottest hours coming from the west in the late afternoon.



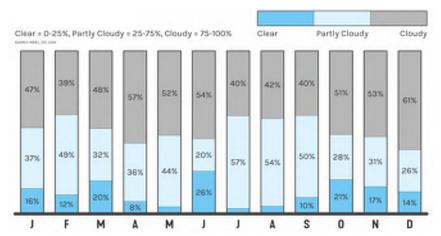
### SITE SOLAR ORIENTATION

Though the site is roughly north-south orientated, the north classroom building provides protection from much of the Peak Solar and Undesirable Solar exposures. Special attention will be given to the design of the east elevation to mitigate solar heat gain from Undesirable Solar.

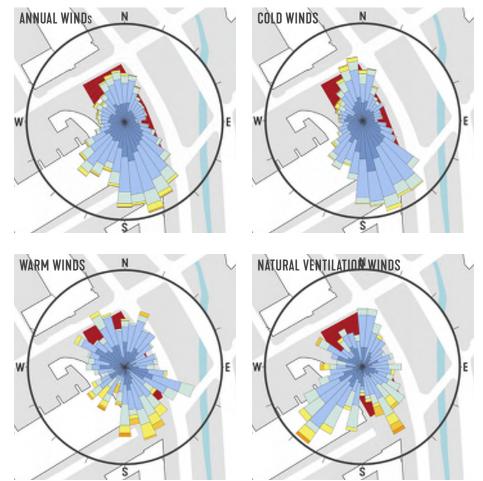


## SITE ANALYSIS: CLIMATE

### ANNUAL CLOUD COVER



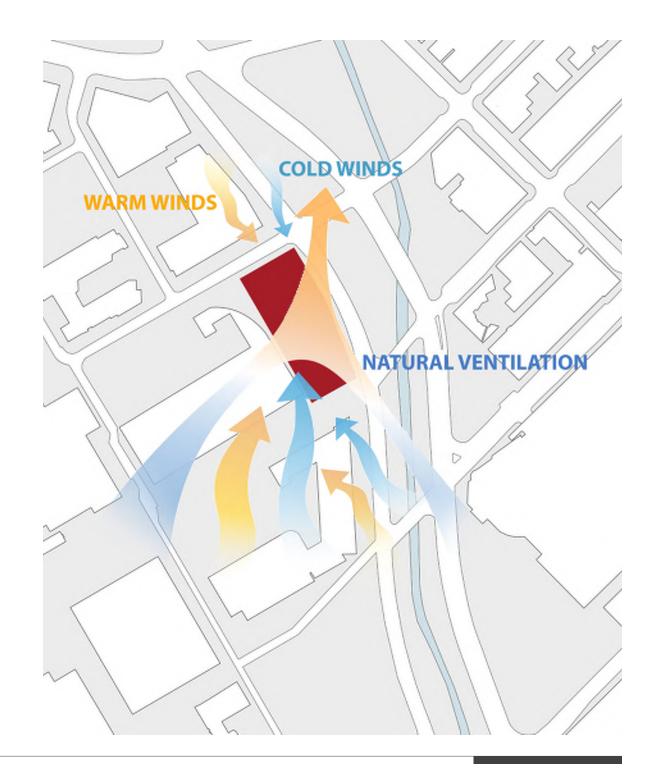
The annual wind rose represents 94% of annual hours with a velocity greater than 1 m/s. Approximately 15% of annual winds come primarily from the south, with a velocity range from 0 - 10.5 m/s. Cold winds represent 46% of annual winds, and come primarily from the south. Warm winds represent 10% of annual winds, and range from southeast to south. The best winds to use for natural ventilation come from south to southwest.



### WIND SUMMARY

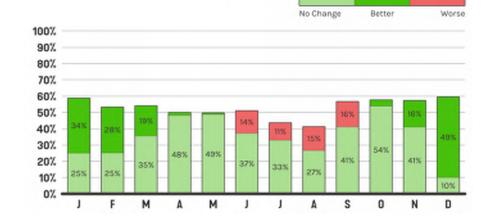
Cold winds represent the majority of annual winds and come primarily from the south. The clustered building masses around the site will provide mutual wind protection and create habitable outdoor space. Building entrances ideally want to be located away from southern wind exposure and protected where this is unavoidable.

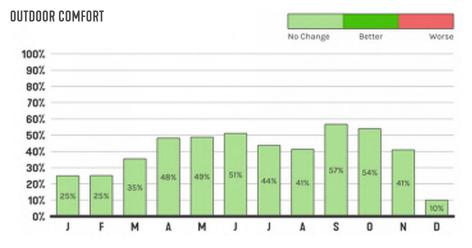
Natural ventilation can potentially be used during the summer with winds from the south and southeast. Minimize operable openings on the south due to cold winds in the winter.



## SITE ANALYSIS: CLIMATE

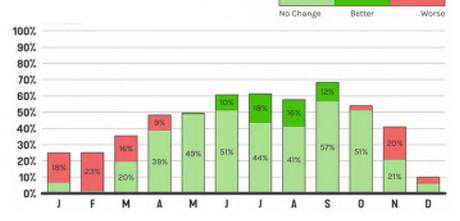
Denver's monthly average comfortable daytime hours with sun and wind is 40%. The percentage of daytime hours can be increased or decreased based on the physical intervention across the site. The Science and North Classroom buildings already provide a wind block to the south and southwest.





### OUTDOOR COMFORT IF SHADED

OUTDOOR COMFORT IF NO WIND



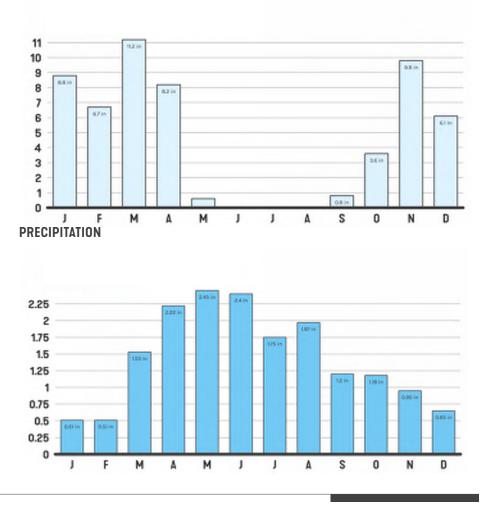
**36** UNIVERSITY OF COLORADO DENVER - CEDC **■** PROGRAM VALIDATION DOCUMENT

### SNOWFALL

### PRECIPITATION SUMMARY

The four snowiest months in decreasing order are March, November, January, and April, during which they average 9.5<sup>°</sup> of snowfall. The four months with the most precipitation are May, June, April, and August. In descending order, they average 2.26<sup>°</sup> of precipitation.

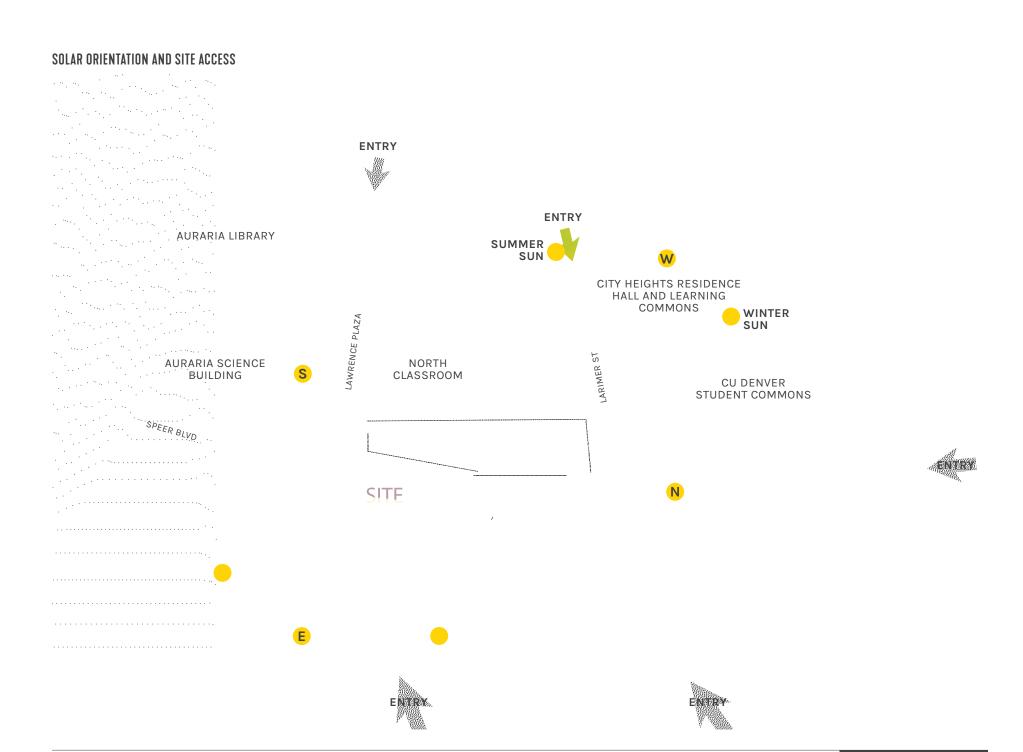
Snow loading and rainwater considerations will need to be taken into account in the building and site design.



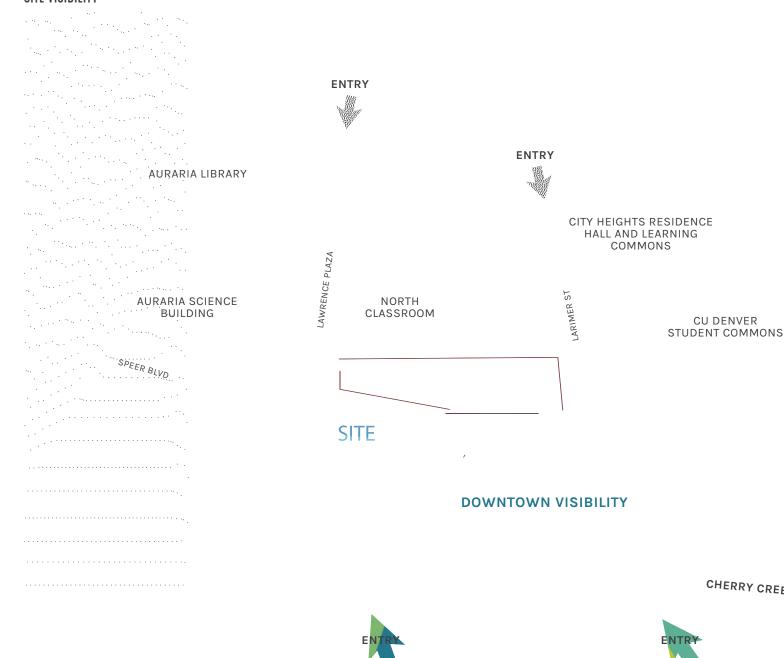
## SITE ANALYSIS: VIEWS

AHEC has several access points all across the campus. Specific to the site, there are vehicular entry points traveling east on Larimer and another going South on Speer. There is pedestrian access along Lawrence Plaza and Larimer Street. The site's solar orientation is biased 300 east of due south and has high visibility from Speer. The site also has riverfront prominence along Cherry Creek, which borders the site to the east.

Primary view sheds on the site are east towards down town Denver.







CHERRY CREEK

### SITE VIEW SHEDS

AURARIA LIBRARY AURARIA SCIENCE BUILDING 

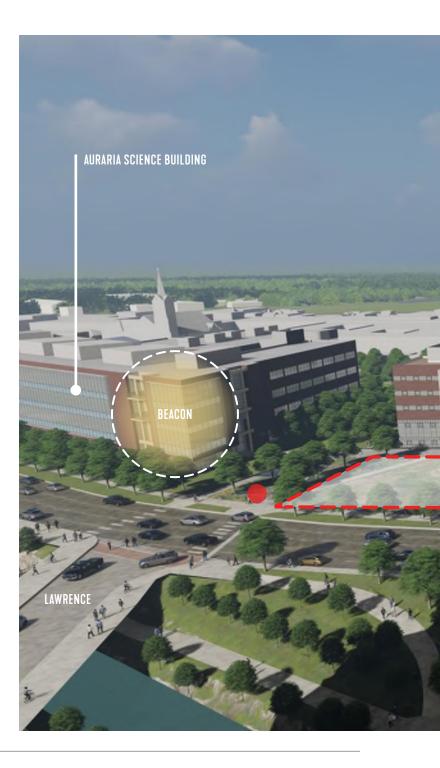
#### CITY HEIGHTS RESIDENCE HALL AND LEARNING COMMONS

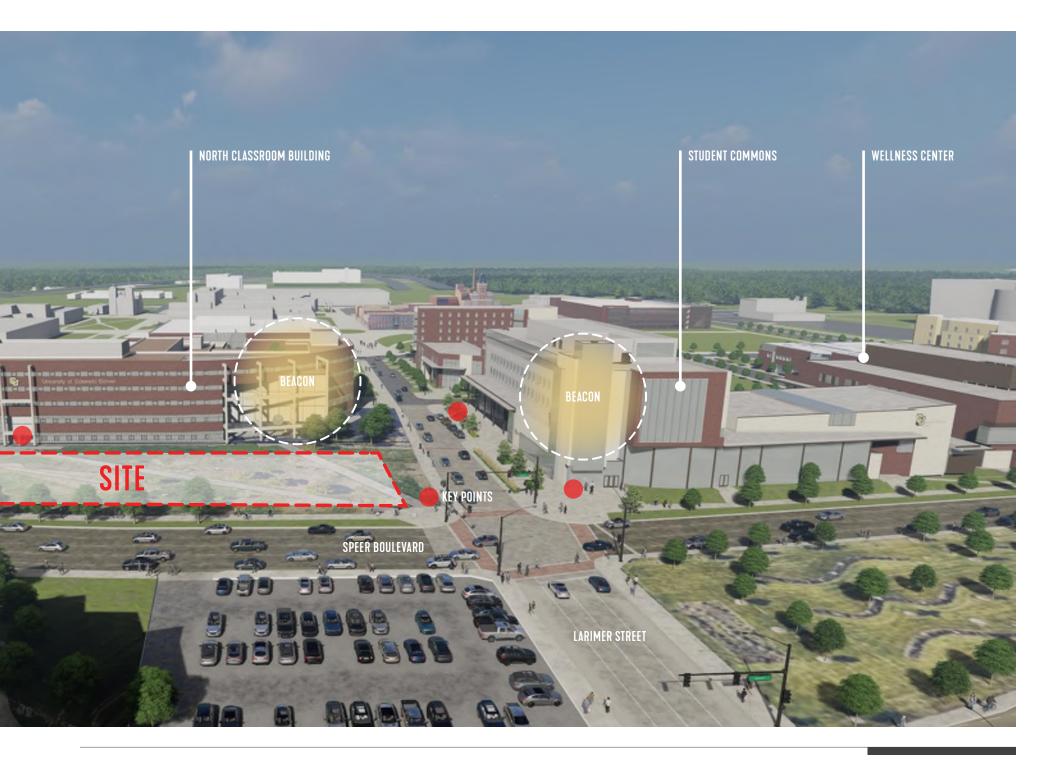
NORTH CLASSROOM

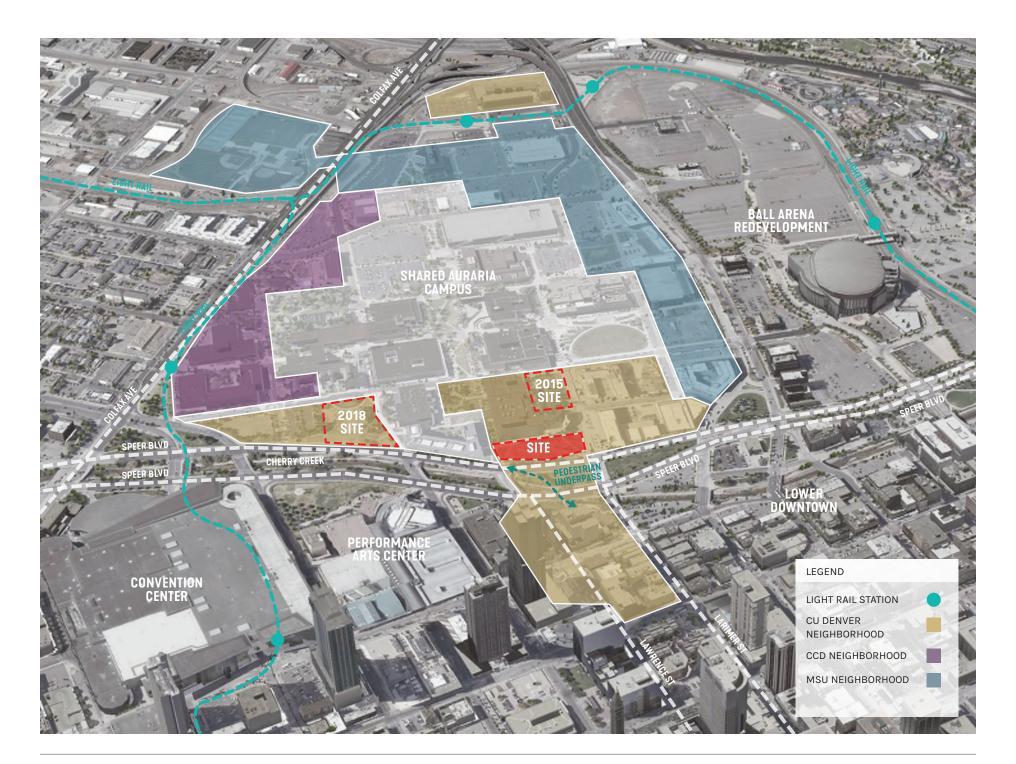
CU DENVER STUDENT COMMONS

## SITE ANALYSIS: OPPORTUNITIES

With the campus including buildings on both sides of Speer Boulevard, students have access to the open green space on the west and the vibrant lower downtown Denver on the east. The site is adjacent to the Student Commons Building on the North which is central to the student community. Access along Lawrence Plaza and Larimer Street will be key points for site opportunities.







## AURARIA HIGHER EDUCATION CENTER MASTER PLAN OVERVIEW

The Auraria Higher Education Center (AHEC) Campus represents a unique higher education community in the dynamic downtown urban environment of Denver, Colorado. The 150-acre campus is home to three distinct public institutions of higher learning:

- Community College of Denver
- Metropolitan State University of Denver
- University of Colorado Denver

The AHEC Campus provides an effective, efficient, and supportive environment to students, which facilitates the missions of the three institutions. The 2007 AHEC Campus Master Plan introduced institutional neighborhoods and developed a central core with shared facilities built upon specific disciplines, such as the sciences, performing arts, visual arts, library, and common student union.

AHEC defines and manages the elements of this unique community, establishing the primary principles and guidelines to create a unified environment that recognizes the distinctive opportunities that each institution brings to Denver and to Colorado. The principles of the Master Plan embody an urban, rather than suburban, perspective and serve to utilize land resources to the best potential. All building footprints are to be maximized, with growth occurring in a vertical fashion. This includes building to the edges of the campus property to weave seamlessly into the fabric of the surrounding urban environment. In addition to the AHEC Campus Master Plans, other standard guiding documents include but are not limited to the following:

- University of Colorado Denver Campus Standard Specifications
- University of Colorado Denver Guidelines and Standards for Design and Construction Projects
- 2009 Auraria Campus Design Guidelines

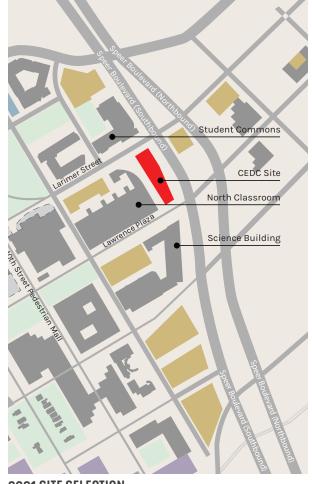
\* Refer to Program Document Volume II - Appendix for additional information. CU Denver and AHEC design guideliens and standards will be followed per the process outlined in the standard documents.

## **PROJECT HISTORY: SITE SELECTION**

In the 2007 Auraria Campus Master Plan, the concept of institutional neighborhoods was introduced. A notable change came with the 2012 Auraria Campus Master Plan, which proposed a Humanities Hub of the interdisciplinary spaces. The 2012 Master Plan further embraced the institutional neighborhoods, expanding them along the primary roadways and connectivity into Denver.

The 2021 Auraria Campus Master Plan continues to serve as the primary basis for planning; however, the 2018 Program amendment proposed a new site south of the Auraria Science Building. In 2020 the program plan was amended a second time. The 2020 amendment proposed a new site between North Classroom and Speer Boulevard, emphasizing design studios, maker spaces, computer classes, and collaboration spaces.

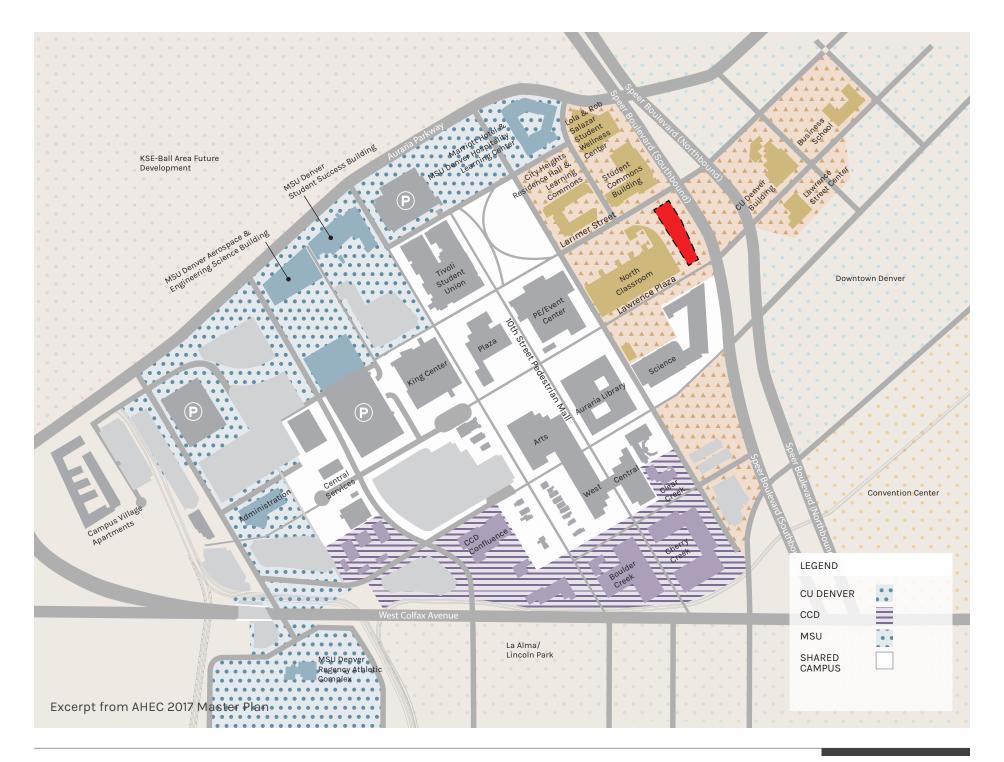


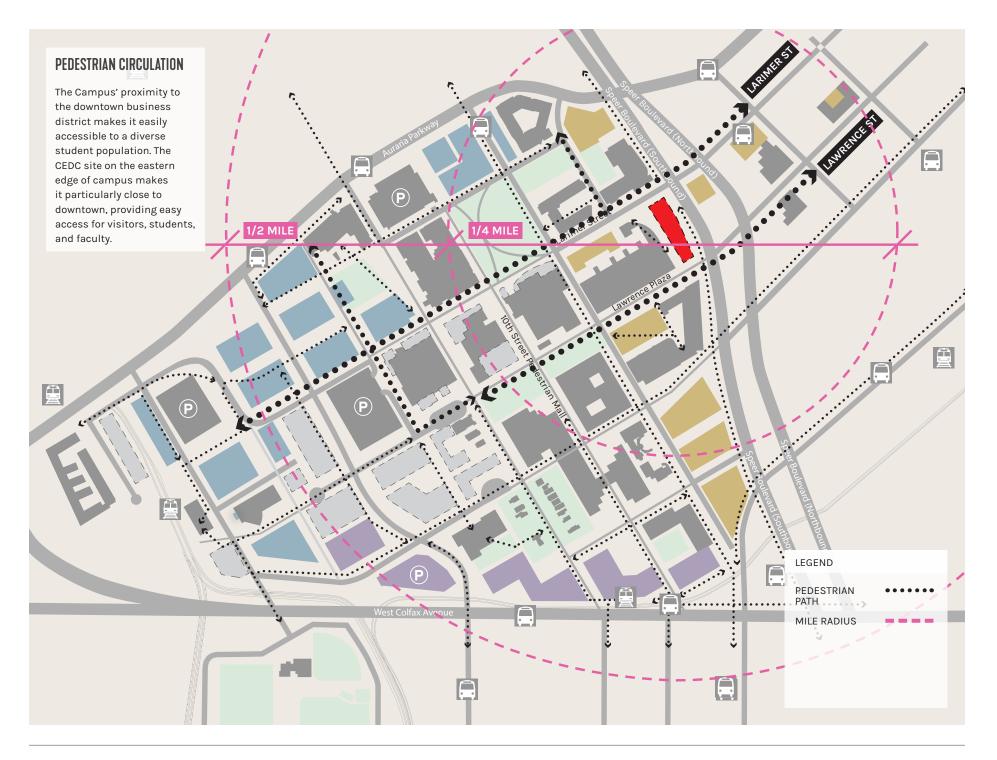


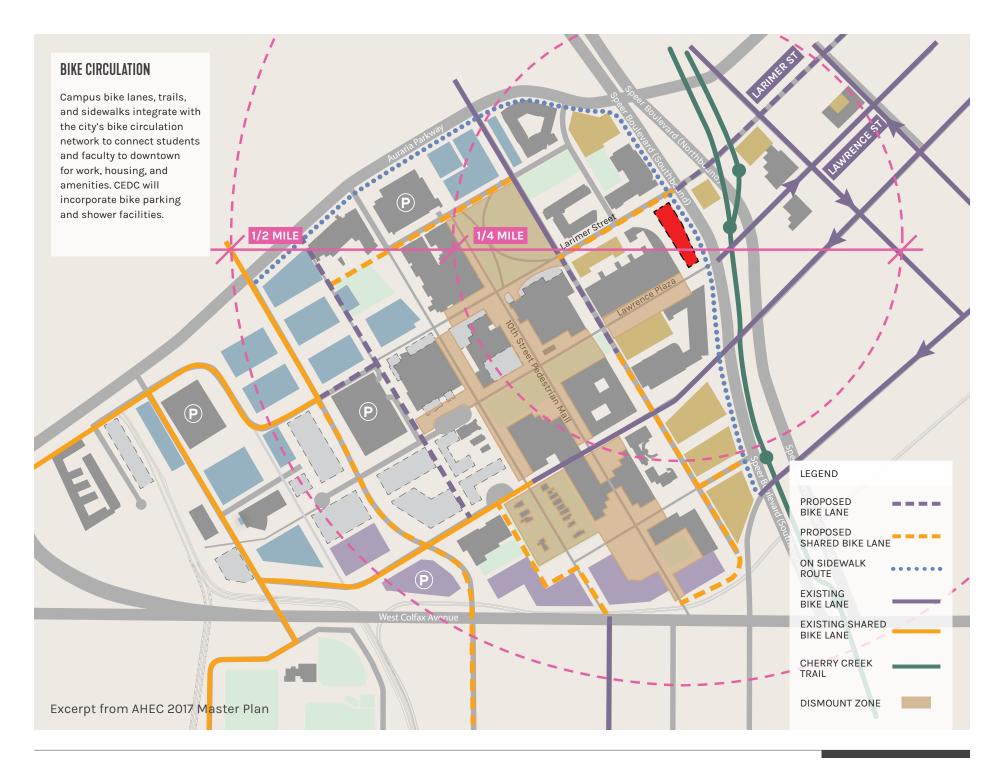
2021 SITE SELECTION

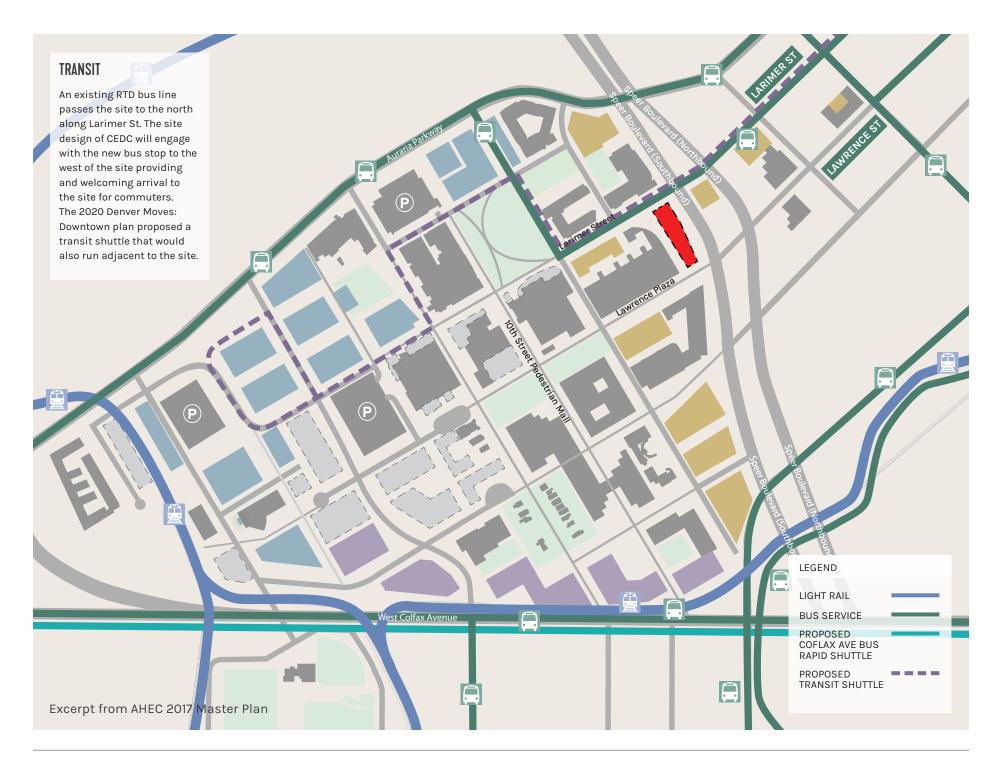
## ACADEMIC NEIGHBORHOODS

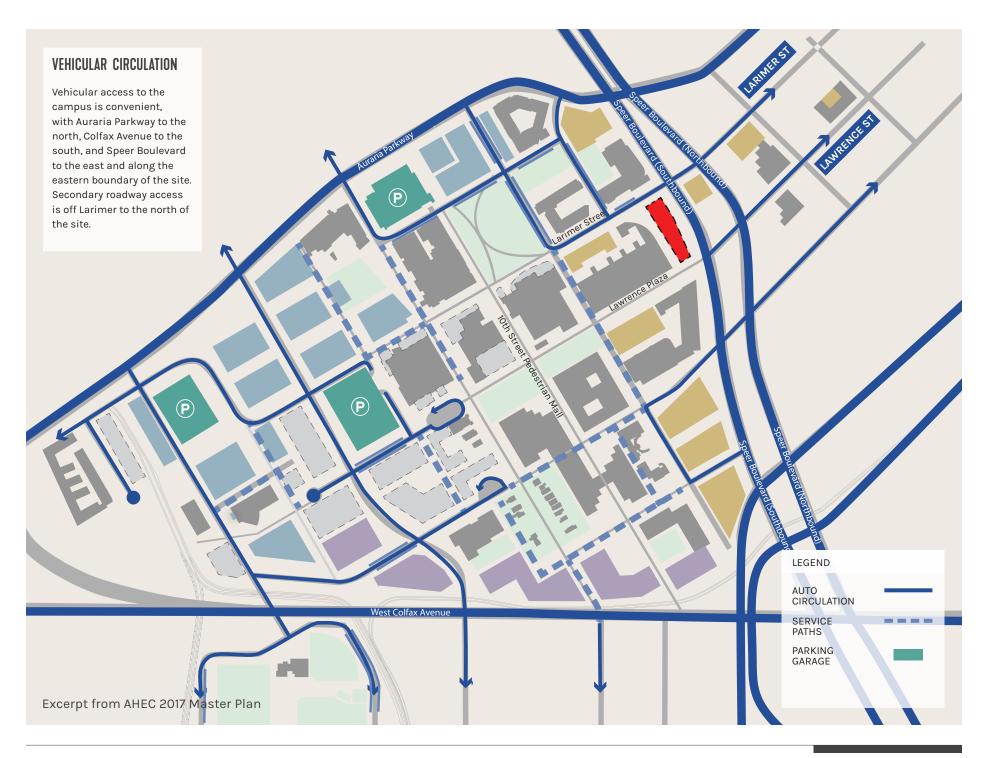
The three institutions have worked in concert to develop institutional neighborhoods that accommodate future growth and have built buildings that are unique to each institution but complementary to the campus as a whole. CEDC will continue this legacy and blend seamlessly with the adjacent buildings in CU Denver's neighborhood while complementing the overall campus framework.











### REIMAGINING ENGINEERING

The CEDC building will house program from several existing buildings on campus, re-imagining where engineering lives on campus. CEDC is currently spread among seven buildings with multiple landlords across the Denver Downtown Campus.

The 2020 plan creates an engineering hub, consolidates engineering into two buildings vs. seven, allows growth, provides greater connection across campus programs, and vacates more space for the growth of other colleges/schools.

CURRENT STATUS (APRIL 2020) OCCUPIED SPACES		ASF
NORTH CLASSROOM		44,992
LAWRENCE STREET CENTER 8TH FLOOR		8,803
5TH STREET HUB		7,550
BOULDER CREEK		7,7526
CU BUILDING (INWORKS)		5,000
ADMIN BUILDING		1,832
ST. CAJETANS		1,131
	OCCUPIED SPACES	76,864





## PROGRAM OVERVIEW: PROGRAM HISTORY

After reviewing the CU Denver CEDC 2021 Program Plan amendment, the initial full program and scope of the project was roughly 104,000 GSF. After reviewing the initial program, the cost estimation exceeded the initial budget. In order to align the cost estimation and budget, the program and scope had to be reduced. After detail discussions related to the Program reduction, the project scope has been reduced to roughly 72,000 GSF.

## PREVIOUS PROGRAM OVERVIEW

### CU DENVER CEDC

Facility Summary	Staff	Grossing	Total NASF	Total GSF
College of Engineering, Design,				
and Computing	82	60%	60,326	100,544
CEDC North Classroom RENO	0	100%	14,800	14,800
Facility TOTAL	82	65%	75,126	115,344

# CURRENT PROGRAM OVERVIEW

### CU DENVER CEDC

Facility Summary	Staff	Grossing	Total NASF	Total GSF
College of Engineering, Design,				
and Computing	40	60%	39,729	66,215
CEDC North Classroom RENO	0	100%	2,000	2,000
Facility TOTAL	40	61%	41,729	68,215

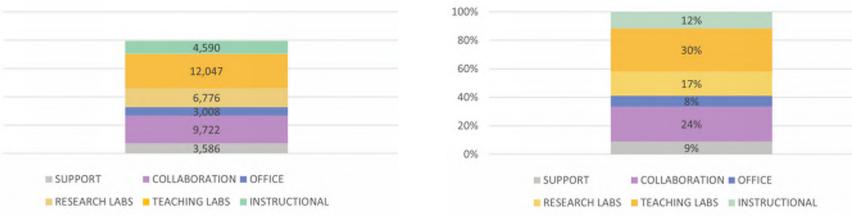
College of Engineering, Design,				
and Computing	Staff	Total NSF	Total NASF	Total GSF
INNOVATION/INCUBATOR	0	5,950	5,950	
FLEX R + D	21	5,904	6,078	
FLEX/ACTIVE TECH LEARNING	0	2,500	2,500	
MAKER SPACE	11	7,023	7,216	
CAMPUS COMPUTING HUB	0	2,662	2,662	
STUDENT SUCCESS	6	1,901	2,081	
ADMINISTRATION/STAFF OFFICES	2	390	507	
DESIGN/PROJECT STUDIOS	0	5,997	5,997	
COMMON/SHARED	0	6,708	6,738	
Sub-total NSF and NASF	40	39,035	39,729	
Gross	ing at	60%		
				66,215
CEDC North Classroom RENO	Staff	Total NSF	Total NASF	Total GSF
NORTH CLASSROOM RENO	0	2,000	2,000	
Sub-total NSF and NASF	0	2,000	2,000	
		100%		
				2,000

15%	INNOVATION/INCUBATOR	5,950
15%	FLEX R+ D	5,904
6%	FLEX/ACTIVE LEARNING	2,500
18%	MAKER SPACE	7,023
7%	CAMPUS COMPUTING HUB	2,662
5%	STUDENT SUCCESS	1,901
1%	ADMINISTRATION/STAFF OFFICES	390
15%	DESIGN/PROJECT STUDIOS	5,997
17%	COMMON/SHARED	6,708

					ADMIN/ STAFF		
		FLEX		CAMPUS			
INNOVATION INCUBATOR	FLEX R+D	ACTIVE	MAKER SPACE	COMPUTING HUB	STUDENT SUCCESS	DESIGN PROJECT STUDIOS	COMMON/ SHARED

	OFFICE	COLLABORATION	RESEARCH LABS	TEACHING LABS	INSTRUCTIONAL	SUPPORT
	3,008	9,722	6,776	12,047	4,590	3,586
INNOVATION/INCUBATOR	0	5,500	0	0	0	450
FLEX R + D	754	0	5,324	0	0	0
FLEX/ACTIVE TECH LEARNING	0	0	0	0	2,500	0
MAKER SPACE	837	450	1,452	3,388	1,089	0
CAMPUS COMPUTING HUB	0	0	0	2,662	0	0
STUDENT SUCCESS	780	300	0	0	1,001	0
ADMINISTRATION/STAFF OFFICES	507	0	0	0	0	0
DESIGN/PROJECT STUDIOS	0	0	0	5,997	0	0
COMMON/SHARED	130	3,472	0	0	0	3,136

OFFICE	COLLABORATION	RESEARCH LABS	TEACHING LABS	INSTRUCTIONAL	SUPPORT
8%	24%	17%	30%	12%	9%



50,000

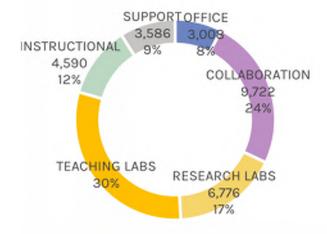
40,000

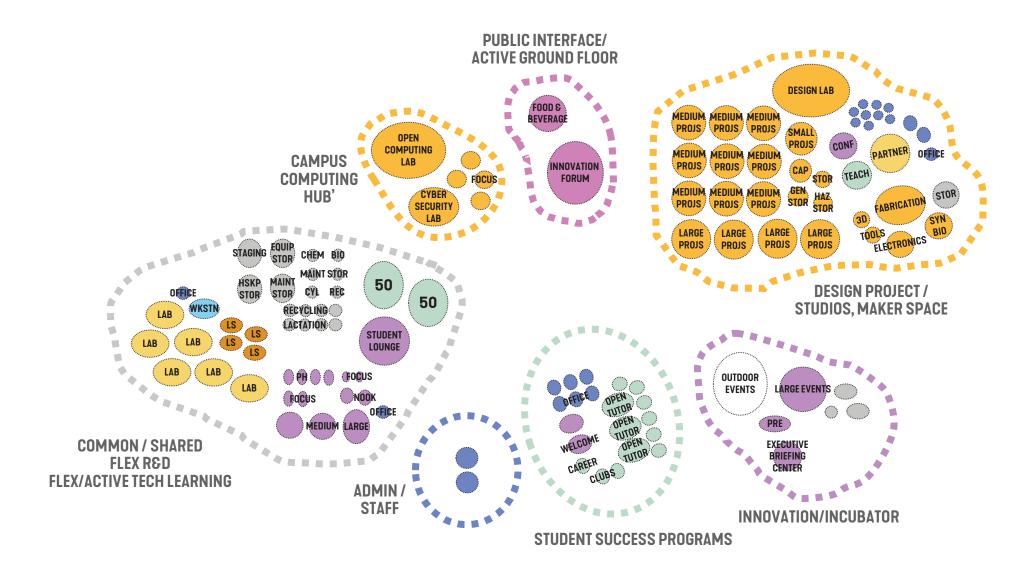
30,000

20,000

10,000

0





# **'SQUINTY VIEW'**

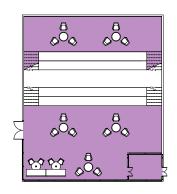
The 'Squinty View' is a quick glance overview of the entire program. It provides a macro picture of the number of rooms and volume of space in a graphic illustration.

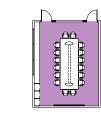
The rooms are color coordinated by room type: blue for offices, light blue for open office workstations, purple for collaborative and interactive spaces, green for classrooms, gold for lab rooms, orange for lab support rooms, and gray for building support rooms.

These programmatic pieces then become the building blocks for the subsequent 'Perfect Diagram' exercise, which associates desired adjacencies between rooms and the sequence of how they are arranged in circulating through the building.

# **'SQUINTY VIEW':**

INNOVATION INCUBATOR



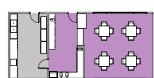


EXECUTIVE BRIEFING CENTER

000000000000 ÷¢ ¢ -0 <del>oolooloolooloo</del>

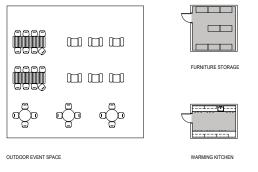
INNOVATION FORUM



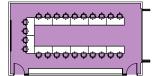


PREFUNCTION

FOOD & BEVERAGE PROVIDER







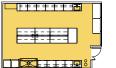
LARGE EVENTS

#### FLEX R+D

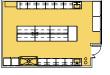




RESEARCH OFFICE RESEARCH WRITE UP (20)



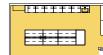
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ADDITIVE MANUFACTURING LAB







FFFFFF





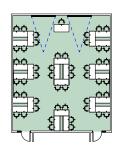


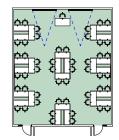
RESEARCH LAB SUPPORT (4)

#### EMERGING TECH LABS (5)

66 UNIVERSITY OF COLORADO DENVER - CEDC 
PROGRAM VALIDATION DOCUMENT

#### FLEX/ACTIVE TECH LEARNING





ACTIVE LEARNING - 50 (2)

ADMINISTRATION/ STAFF OFFICES

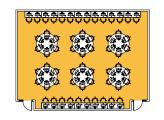


FLEX EXEC OFFICE/MEETING - 210SF

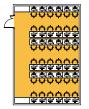


FLEX EXEC OFFICE/MEETING - 180 SF

CAMPUS COMPUTING HUB

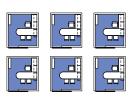


FOCUS ROOM (4)



CYBER SECURITY LAB

STUDENT SUCCESS PROGRAMS





8

WELCOME CENTER

CLUB SPACE

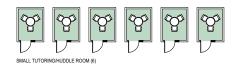
KITCHENETTE





CLUB LOCKERS (44 2-TIER)

CAREER CENTER HUDDLE

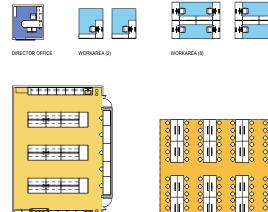


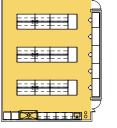


OPEN TUTORING SPACE (3)

# **'SQUINTY VIEW':**

#### MAKER SPACE



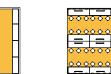


0 <b>  </b> 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	00000000000000000000000000000000000000	0000000000000000000000000000000000000
0    0 0    0 0    0 0    0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

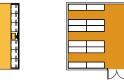
FABRICATION SPACE



PARTNERSHIP LAB



ELECTRONICS LAB

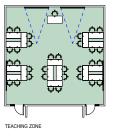


MAKER STORAGE



TOOL SHOP

SUBTRACTIVE PROCESSES





A

D

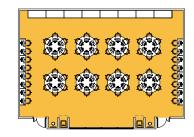
MEDIUM CONFERENCE

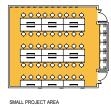
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3D PRINTING ZONE

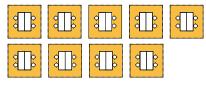
#### DESIGN PROJECT STUDIOS



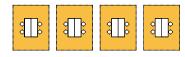




DESIGN LAB



MEDIUM PROJECT AREA (9)



LARGE PROJECT AREA (4)

GENERAL STORAGE



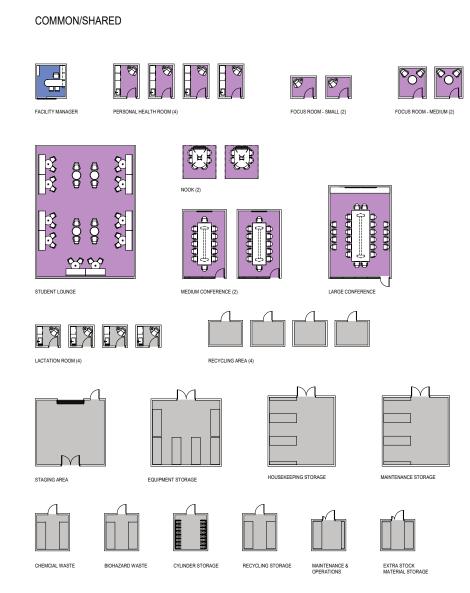




HAZARDOUS STORAGE

PROJECT STORAGE

EV CAPSTONE



NORTH CLASSROOM RENOVATION

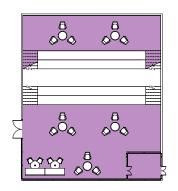
#### BUILDING SERVICES

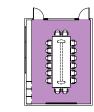


MECHANICAL ROOM

# **PROGRAM SPACE LIST INNOVATION INCUBATOR**

#### INNOVATION INCUBATOR







INNOVATION FORUM

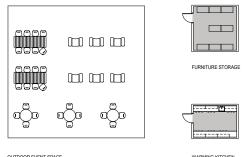
EXECUTIVE BRIEFING CENTER





PREFUNCTION

FOOD & BEVERAGE PROVIDER

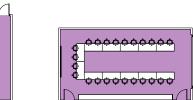




AV ROOM

OUTDOOR EVENT SPACE

WARMING KITCHEN



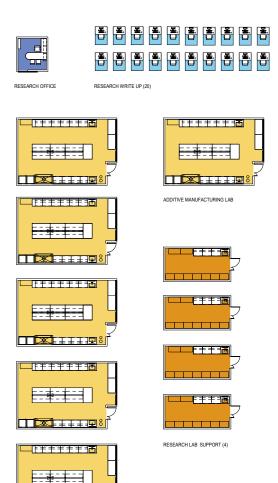
LARGE EVENTS

#### INNOVATION/INCUBATOR

Space Name	Staff N	SF Qt	у. То	otal NSF	Mult. N	ASF	Total NASF Co	omments	FICM Code
Collaboration									
Innovation Forum		2,500	1	2,500	1.0	2,500	en	ntry WOW space	
Executive Briefing Center		600	1	600	1.0	600		tch room, donors, high end space, adjacent to Itdoor rooftop event space	
Large Events		1,000	1	1,000	1.0	1,000	ad	ljacent to outdoor rooftop event space	
Prefunction		400	1	400	1.0	400			
Food & Beverage Provider		1,000	1	1,000	1.0	1,000			
Outdoor Event Space		2,000	0	0	1.0	0	roo	oftop outdoor space not included in ASF	
Sub-Total	0			5,500			5,500		
Support									
Warming Kitchen		150	1	150	1.0	150			635
AV room		100	1	100	1.0	100			95
Furniture Storage		200	1	200	1.0	200			730
Sub-Total	0			450			450		
TOTAL	0			5,950			5,950		

# PROGRAM SPACE LIST

#### FLEX R+D



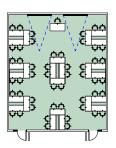
EMERGING TECH LABS (5)

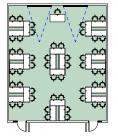
#### FLEX R + D

Space Name	Staff NSF	Q	ty. To	otal NSF M	lult. N	ASF To	tal NASF Comments	FICM Code
Office								
01100								
Research Office	1	100	1	100	1.3	130		310
Research Write-up	20	24	20	480	1.3	624		310
Sub-Total	21			580			754	
	LI			000			704	
Research Laboratory								
Additive Manufacturing Lab		726	1	726	1.0	726	wet lab	220
Emerging Tech Labs		726	5	3,630	1.0	3,630	wet lab, Includes Optics	220
Research Lab Support		242	4	968	1.0	968	wet lab	225
Sub-Total	0			5,324			5,324	
TOTAL	21			5,904			6,078	

# **PROGRAM SPACE LIST** FLEX/ACTIVE TECH LEARNING

FLEX/ACTIVE TECH LEARNING





ACTIVE LEARNING - 50 (2)

#### FLEX/ACTIVE TECH LEARNING

Space Name	Staff	NSF	Qty.	Total NSF	Mult. N	ASF	Total NASF Comments	FICM	1 Code
Instructional									
Active Learning (50)		1,250	) 2	2,500	) 1.0	2,500	)		112
Sub-Total	C	)		2,500	)		2,500		
TOTAL	C	)		2,500	)		2,500		

# **PROGRAM SPACE LIST** ADMINISTRATION/STAFF OFFICES

ADMINISTRATION/ STAFF OFFICES



FLEX EXEC OFFICE/MEETING - 210SF



FLEX EXEC OFFICE/MEETING - 180 SF

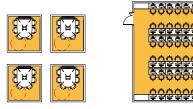
#### ADMINISTRATION/STAFF OFFICES

Space Name	Staff	NSF	Qty.	Total N	NSF	Mult. NA	SF	Total NASF	Comments	FICM Code
Office										
Flex Exec Office/Meeting		1	210	1	210	1.3	273	2	adjacet to innovation components	311
Flex Exec Office/Meeting		1	180	1	180		234		adjacet to innovation components	
Sub-Total		0 2		0	390			50	7	
		<u>د</u>							,	
TOTAL		2			390			50	7	

# **PROGRAM SPACE LIST CAMPUS COMPUTING HUB**

CAMPUS COMPUTING HUB





FOCUS ROOM (4)

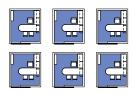
CYBER SECURITY LAB

#### CAMPUS COMPUTING HUB

Space Name	Staff N	ISF (	Qty. <sup>-</sup>	Total NSF	Mult. N	ASF	Total NASF Comments	FICM Code
Teaching Laboratory								
Open Computer Lab		1,452	1	1,452	1.0	1,452	dry lab - includes two kiosks	410
Focus Room		121	4	484	1.0	484		410
Cyber Security Lab		726	1	726	1.0	726	dry lab	210
Sub-Total	0			2,662			2,662	
TOTAL	0			2,662			2,662	

# **PROGRAM SPACE LIST** STUDENT SUCCESS PROGRAMS

STUDENT SUCCESS PROGRAMS



ADVISING OFFICE (6)

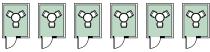


WELCOME CENTER



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KITCHENETTE



SMALL TUTORING/HUDDLE ROOM (6)



OPEN TUTORING SPACE (3)

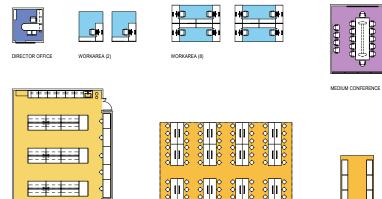
STUDENT SUCCESS							
Space Name	Staff N	SF Qty.	Total NSF	Mult. NASF	Tota	al NASF Comments	FICM Code
Office							
Advising Center							
Advising Office	6	100	6 600	) 1.3	780		310
0							
Sub-Total	6		600	)		780	
Collaboration							
Walasma Contar		200	1 200	10	200	2. computer workstations	000
Welcome Center		200	1 200		200	2-computer workstations	880
Kitchenette		100	1 100	) 1.0	100		655
Sub-Total	0		300	)		300	
	-			-			

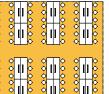
#### **STUDENT SUCCESS**

Space Name	Staff	NSF Q	ty. To	otal NSF M	Ault. NA	SF Tot	tal NASF Comments	FICM Code
Instructional								
Student Clubs & Organizations								
Club Spaces		120	1	120	1.0	120		680
Club Lockers		121	1	121	1.0	121		685
Career Center Node								
Career Center Huddle		100	1	100	1.0	100		680
Tutoring Center								
Small Tutoring/Huddle Rooms		80	6	480	1.0	480		410
Open Tutoring Space		60	3	180	1.0	180		415
Sub-Total	(	)		1,001			1,001	
		-		1.0.01			0.001	
TOTAL		6		1,901			2,081	

# **PROGRAM SPACE LIST** MAKER SPACE

#### MAKER SPACE







3D PRINTING ZONE

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PARTNERSHIP LAB

FABRICATION SPACE











ELECTRONICS LAB

MAKER STORAGE



**A** 

TEACHING ZONE

#### MAKER SPACE

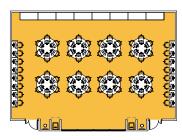
Space Name	Staff N	SF Qty	. Total	NSF M	lult. NA	SF Tot	tal NASF Comments	FICM Code
Office								
Director Office	1	100	1	100	1.3	130		311
Workarea	2	80	2	160	1.3	208		310
Workarea	8	48	8	384	1.3	499		310
Sub-Total	11			644			837	
Collaboration								
Medium Conference		450	1	450	1.0	450	12 people	350
Sub-Total	0			450			450	
Research Laboratory								
Partnership Labs		1,452	1	1,452	1.0	1,452	SHARED WITH INNOVATION, DRY LAB	220
Sub-Total	0			1,452			1,452	

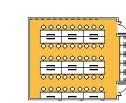
#### MAKER SPACE

Space Name	Staff NS	F Qty	. То	tal NSF	Mult. N	ASF To	otal NASF Comments	FICM Code
Teaching Laboratory								
Fabrication Space		1,452	1	1,452	1.0	1,452	not enclosed	720
Subtractive Processes		484	1	484	1.0	484	routers, etc., Integrate WELDING BACK IN	720
3D Printing Zone		242	1	242	1.0	242	not enclosed	720
Electronics Lab		484	1	484	1.0	484	not enclosed	720
Tool Shop		242	1	242	1.0	242	not enclosed	720
Maker Storage		484	1	484	1.0	484		725
Sub-Total	0			3,388			3,388	
Sub-local	0			0,000			3,366	
Instructional								
Teaching Zone		1,089	1	1,089	1.0	1,089	50 student classes	112
Sub-Total	0			1,089			1,089	
TOTAL	11			7,023			7,216	

# **PROGRAM SPACE LIST DESIGN PROJECT STUDIOS**

DESIGN PROJECT STUDIOS



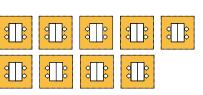


SMALL PROJECT AREA

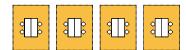


EV CAPSTONE

DESIGN LAB



MEDIUM PROJECT AREA (9)



LARGE PROJECT AREA (4)





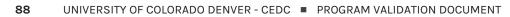
PROJECT STORAGE



GENERAL STORAGE

HAZARDOUS STORAGE



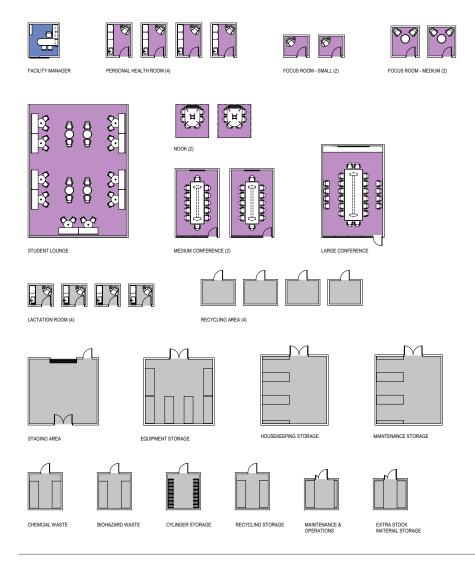


#### DESIGN/PROJECT STUDIOS

Space Name	Staff	NSF Qt	/. Total NSF	Mult. N	IASF To	otal NASF Comments	FICM Code
Teaching Laboratory							
Design Lab		2,178	1 2,17	78 1.0	2,178	target 60 students	220
Small Projects Area		800	1 80	00 1.0	800	bench scale capstone projects, not enclosed	220
Medium Projects Area		121	9 1,08	39 1.0	1,089	not enclosed	220
Large Projects Area		180	4 72	20 1.0	720	not enclosed	220
EV Captstone		484	1 48	34 1.0	484	enclosed	210
Project Storage		242	1 24	12 1.0	242	not enclosed	225
Hazardous Storage		242	1 24	12 1.0	242	not enclosed	760
General Storage		242	1 24	12 1.0	242	not enclosed	780
Sub-Total	C	)	5,99	97		5,997	
TOTAL	C		5,99	97		5,997	

# PROGRAM SPACE LIST

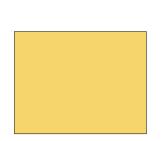
#### COMMON/SHARED



COMMON/SHARED								
							Comments	
Space Name	Staff N	SF Qty	/. To	otal NSF M	lult. NAS	F Tot	tal NASF Comments	FICM Code
Office								
Facility Manager		100	1	100	1.3	130		310
Sub-Total	0			100			130	
Collaboration								
Personal Health Room		80	4	320	1.0	320	Prayer room	
Focus Room - small		50	2	100	1.0	100		680
Focus Room - medium		80	2	160	1.0	160		680
Nook		120	2	240	1.0	240		680
Medium Conference		300	2	600	1.0	600		680
Large Conference		600	1	600	1.0	600		680
Student Lounge		1,452	1	1,452	1.0	1,452		652
Sub-Total	0			3,472			3,472	

COMMON/SHARED								
							Comments	
Space Name	Staff N	SF Qi	ty. T	otal NSF	Mult. NAS	F To	otal NASF Comments	FICM Code
Support								
Lactation Room		49	4	196	1.0	196	one per floor	
Recycling Area		80	4	320	1.0	320	one per floor	80
Staging Area		484	1	484	1.0	484		91
Equipment Storage		484	1	484	1.0	484		780
Chemical Waste		121	1	121	1.0	121		770
Biohazard Waste		121	1	121	1.0	121		770
Cylinder Storage		121	1	121	1.0	121		780
Recycling Storage		121	1	121	1.0	121		780
Housekeeping Storage		484	1	484	1.0	484		91
Maintenance Storage		484	1	484	1.0	484		91
Maintenance and Operations Room		100	1	100	1.0	100		91
Extra Stock Material Storage Room		100	1	100	1.0	100		780
Sub-Total	0			3,136			3,136	
TOTAL	0			6,708			6,738	

# **PROGRAM SPACE LIST** NORTH CLASSROOM RENOVATION | BUILDING SERVICES



NORTH CLASSROOM

RENOVATION

BUILDING SERVICES



MECHANICAL ROOM

GEDNY NAVY LAB

#### NORTH CLASSROOM RENO

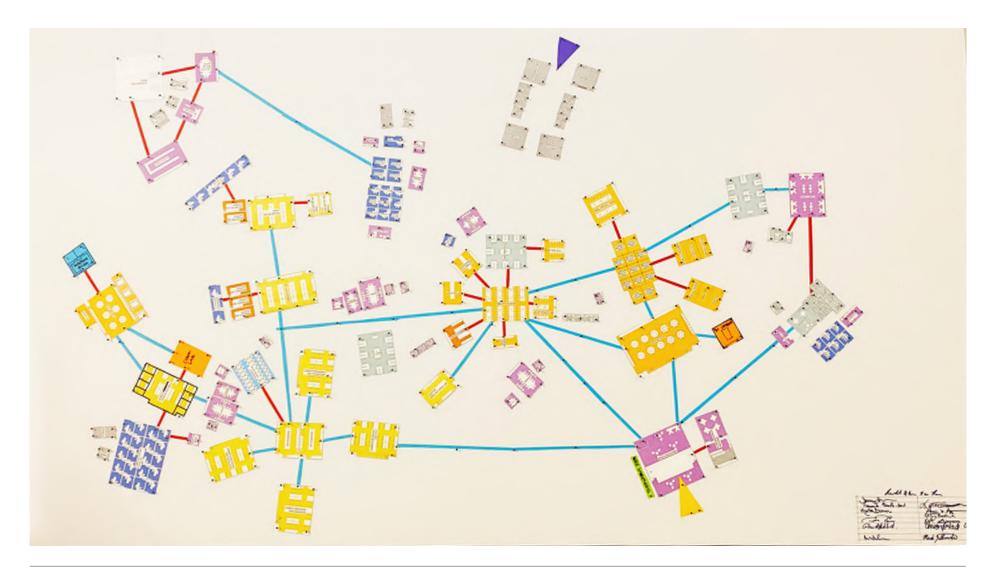
Space Name	Staff 1	ISF Qty.	Total NSF	Mult. NAS	SF To	otal NASF Comments	FICM Code
Research Laboratory							
Gedney Navy Lab		2,000	1 2,00	0 1.0	2,000		210
Sub-Total	0		2,00	0		2,000	
TOTAL	0		2,00	0		2,000	

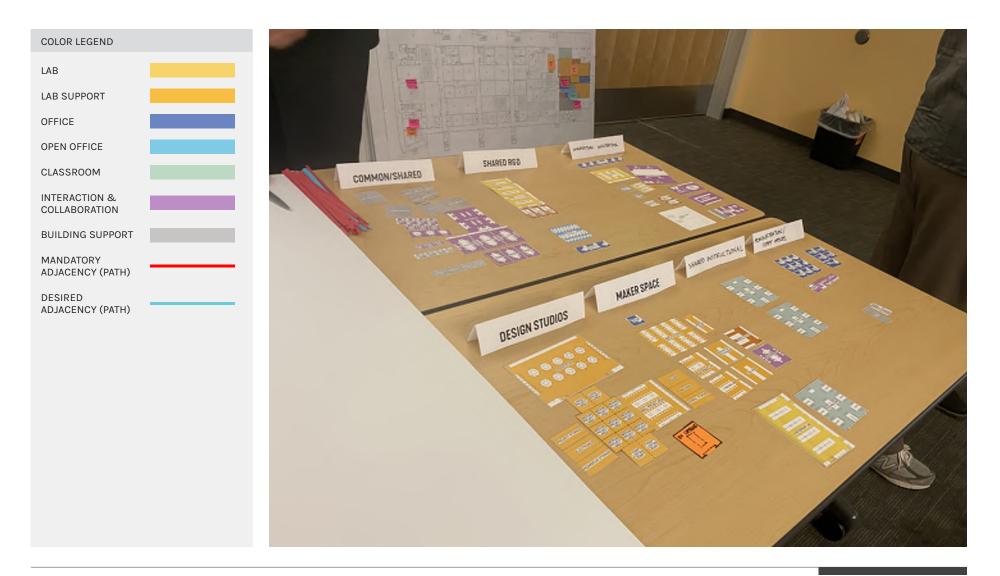


# 'PERFECT DIAGRAM'

The 'Perfect Diagram', generated during the programming workshop is a fundamental part of the Programming Phase. With the participation of key stakeholders, the goal of the 'Perfect Diagram' exercise is to create a road map that will assist the Design Team and University of Colorado Denver in the subsequent design phases. The exercise is centered around a discussion regarding the elements of arrival, functional adjacency between departments, connectivity, visibility, access, service and other critical planning criteria.

# **'PERFECT DIAGRAM'**

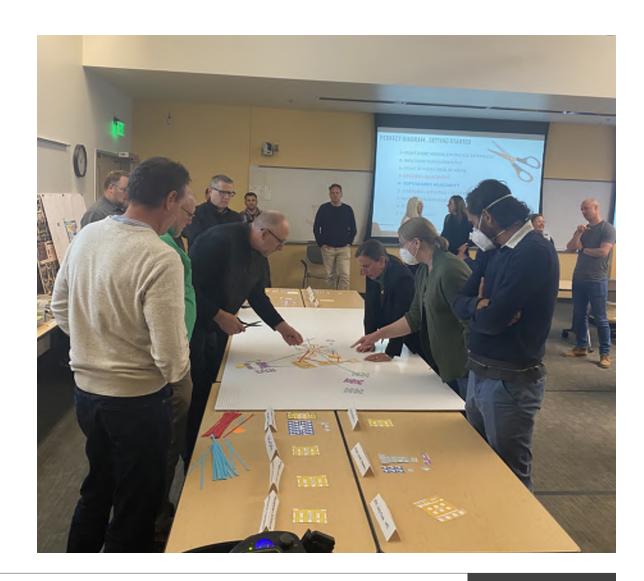














# DESIGN REVIEW TEAM OVERVIEW

The role of the DRT is to review the project as frequently as is beneficial to the institution. The four main review sessions include the following:

- 1. Pre-design project initiation (occurred on 5/18/2022)
- 2. Conceptual design
- 3. Schematic Design
- 4. Design Development

The DRT Review primarily focuses on the tangible guidelines, such as integrated campus design principles related to campus access and the relationship to adjacent areas, the location of building entries, and how the building activates adjacent streets/pedestrian areas.

There are no formal submittal requirements for each of the four phases in the DRT review and approval process, however, the DRT review and recommendation are based on the project packets and supplemental materials. The DRT clearly states the goals and the intent of each design review phase previously listed.

# DESIGN REVIEW TEAM

**COLLEEN WALKER - AHEC CEO** 

**CARL MEESE** - AHEC DIRECTOR OF PLANNING

JERED MINTER - CU DENVER CAMPUS ARCHITECT

**ERIK CHRISTOPHER** - SRS REAL ESTATE PARTNERS MANAGING PRINCIPAL

**RHYS DUGGAN** - PRESIDENT & CEO REVESCO PROPERTIES

ANDREW ILTIS - DIRECTOR, ECONOMIC DEVELOPMENT AT DOWNTOWN DENVER

PARTNERSHIP

PAUL WASHINGTON - EXECUTIVE VICE PRESIDENT OF IMA FINANCIAL GROUP

DON BRANDES - CU DRB CHAIR AND LANDSCAPE ARCHITECT MEMBER

SARAH BROWN - CU DRB ARCHITECT MEMBER

CHERI GEROU - CU DRB ARCHITECT MEMBER AND STATE ARCHITECT

TOM HOOTMAN - CU DRB ARCHITECT AND SUSTAINABILITY MEMBER

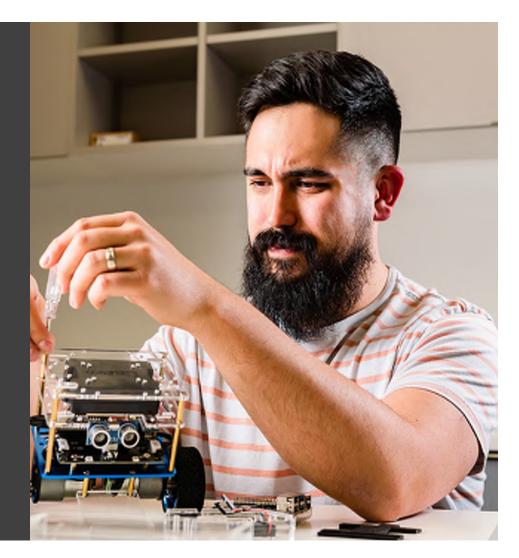
CHRIS SHEARS - CU DRB ARCHITECT MEMBER

MIKE WINTERS - CU DRB ARCHITECT MEMBER

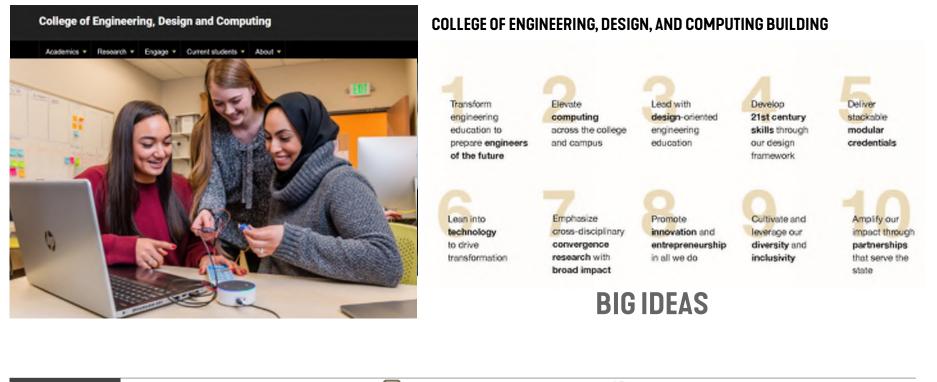
### **CU DENVER 2030 GOALS**

Goal 1 : Equity-Serving Institution

**Exercise:** We asked the team which goal they were most curious about in terms of how it will manifest into the built environment. Equity-Serving Institution led the way, followed by Open Innovation District and University for Life.



## 

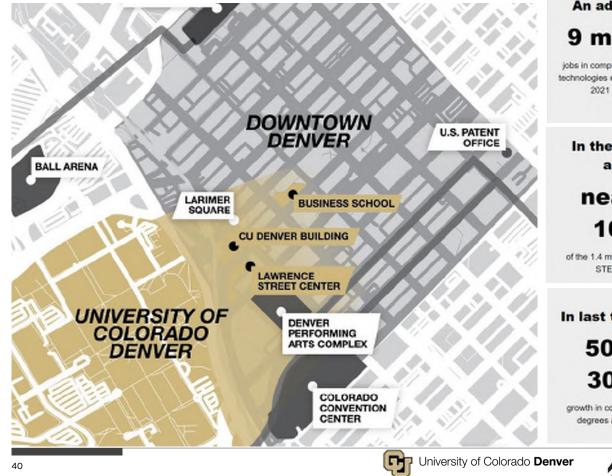


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University of Colorado Denver

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## **DENVER OPEN INNOVATION DISTRICT**



#### An additional

#### 9 million

jobs in computing and related technologies expected between 2021 and 2022



of the 1.4 million jobs are in STEM fields

#### In last two years

50% -

300%

growth in computing-related degrees at CU Deriver

> AURARIA HIGHER EDUCATION

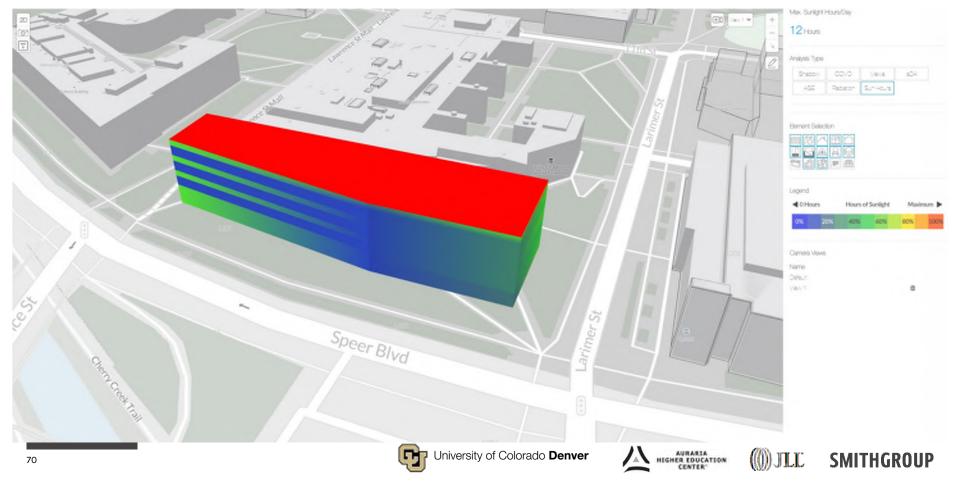
- Geographic concentration of connected businesses suppliers, skills and service providers
- Anchored by research universities to enhance competitiveness through innovation
- Access to capital (venture capital, angel funding, etc.)
- Secondary and postsecondary institutions to equip workers with the skills they need to succeed
- Technical assistance to enable entrepreneurship and the

**commercialization** of new products and services

- Governance structure for strategic growth
- Retail and social environments and place making

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### **ANNUAL SUN HOURS**



## SITE ECOLOGY

#### LANDSCAPE ON GRADE

Many strategies will be explored in the design of the landscape and hardscape including:

SURPACE DE LINTER

COLUMN TWO IS NOT

- Light colored paving
- Permeable Paving
- Raingardens

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• Surface Detention



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\*Excerpts from DRT Presentation 1

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