

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



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

DEPARTMENT ID: HAA

CONTRACT ID #: _____

PROJECT #: 23332

PROJECT NAME: Glenwood Springs 11 Bay VSF, Communications Bldg. & Site Work

VENDOR NAME: _____

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

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

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- D. Insurance Certificates
- E. Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI - 1), (required at contract signing prior to commencing work)
- F. Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections.
- G. General Conditions of the Contract (Design/Bid/Build)
- H. Design/Bid/Build Scope of Work dated January 5, 2021

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

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

Department ID: HAA Contract ID #: _____ Project #: 23332

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

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

RECITALS:

WHEREAS, the Principal Representative intends to procure Glenwood Springs 11 Bay VSF, Communications Bldg. & Site Work hereinafter called the Project; and

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number 400, Account Number 23332.10.30; and

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

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

ARTICLE 1. PERFORMANCE OF THE WORK

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

ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS

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

ARTICLE 3. TIME OF COMPLETION

The Contractor agrees to Substantially Complete the Project within 400 calendar days from the date of the Notice to Proceed, in addition, the Contractor agrees to finally complete the Project from Substantial Completion to Final Acceptance within 44 calendar days for a total time of completion of the entire Project of 444 calendar days. The Contractor shall perform the Work with due diligence to completion.

ARTICLE 4. ESSENTIAL CONDITION

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

ARTICLE 5. CONTRACT SUM

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

ARTICLE 6. CONTRACT DOCUMENTS

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

ARTICLE 7. OPTIONAL PROVISIONS AND ELECTIONS

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

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

1. MODIFICATION OF ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

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

☐ _____ Principal Representative initial

2. MODIFICATION OF ARTICLE 27. LABOR AND WAGES

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

☐ _____ Principal Representative initial

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

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

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

☐ _____ Principal Representative initial

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

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

4.1. For the inability to use the Project, for each day after the number of calendar days specified in the Contractor's bid for the Project and the Agreement for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal to Eight Hundred Seventy Five (\$875.00) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

4.2. For damages related to or arising from additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period, for each day in excess of the number of calendar days specified in the Contractor's bid for the Project and the Agreement to finally complete the Project as defined by the issuance of the Notice of Final Acceptance) after the issuance of the final Notice of Substantial Completion, the Contractor agrees that an amount equal to Eight Hundred Seventy Five (\$875.00) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due but amounts remaining are insufficient to cover the entire assessment.

ARTICLE 8. NOTICE IDENTIFICATION

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

Notice to Principal Representative:

Stephen Harelson, P.E., Chief Engineer
Department of Transportation
2829 West Howard Place
5th Floor
Denver, CO 80204

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

Robert L. Wilson
Department of Transportation
Property Management
2829 West Howard Place
4th Floor
Denver, CO 80204

Notice to Contractor:

With copies to:

SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

THE CONTRACTOR

STATE OF COLORADO, acting by and through:
Department of Transportation

Legal Name of Contracting Entity

By: _____
Stephen Harelson, P.E., Chief Engineer

Date: _____

*Signature

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

By _____
Name (print) Title

Date: _____

By: _____
Robert L. Wilson

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

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

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

By: _____
Robert Jaros CPA, MBA, JD

Date: _____

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

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

EXHIBIT A

**CONTRACTOR'S BID (Form SBP-6.13)
ADVERTISEMENT FOR BID
ADDENDA
LABOR BURDEN CALCULATION**



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

BID

Institution/Agency: Colorado Department of Transportation

Project No./Name: 23332/Glenwood Springs 11 Bay VSF, Communications Bldg & Site Work

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:*

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

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

No ☐ Yes ☐ If Yes see 3A below

Yes ☐ No ☐ If No see 3B below

No ☐ Yes ☐ If Yes see 3C below

Base Bid

\$

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

Bidder's Time of Completion

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

b. Time Period from Substantial Completion to Final Acceptance:

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

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

calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 7D of the Contractor's Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.

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

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

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

Dated this _____ Day of _____, 20____

THE BIDDER:

Company Name

Address (including city, state and zip)

Phone number:

Name (Print) and Title

Signature

State Form SBP-6.13
Rev 1/2019



ADVERTISEMENT FOR BIDS
Design/Bid/Build
State of Colorado
Colorado Department of Transportation
Notice Number: 23332

Project No: 23332
Project Title: Glenwood Springs 11-Bay VSF, Communications Building and Site Work
Estimated Construction Cost: \$3,100,000.00

Settlement Notices

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 via: Electronic Media

Project Description

Qualified contractors are invited to bid on the construction of a new 11-bay Vehicle Storage Facility (VSF) and a new Communications Building in Glenwood Springs. The project is located on an existing CDOT site just south of interstate I-70 and west/north of Devereux Road.

The new VSF shall be an 11,000 square foot pre-engineered metal building (PEMB) with a standing seam metal roof. This VSF will contain ten 20'-0" x 50'-0" bays used to store CDOT plow trucks, two of which will be used as wash bays and have waterproofed finishes and fixtures, as well as one single story administration area adjacent to the vehicle bays. The flooring shall be concrete slab-on-grade with a 20-foot concrete apron at the overhead doors.

The project will also include a new 2,100 square foot PEMB Communications Building measuring 42'-0" x 50'-0" with a 20-foot concrete apron at the overhead door side. This building will have one vehicle bay and an administrative area with server rooms.

The site currently houses two existing VSFs, a sand shed, an existing communications building, a Magnesium-Chloride containment structure, a fuel tank and several storage sheds. One existing VSF building shall be demolished by CDOT under a separate contract (prior to General Contractor mobilization for this project) to make way for the new Communications Building. Due to the narrowness of the site, and the requirement to maintain uninterrupted communications services, the project scope will need to be divided into four phases:

Phase One: demolition of existing VSF by CDOT vendor prior to contract execution

Phase Two: construction of new Communications Building and achievement of 100% Operational Status

Phase Three: demolition of existing Communications Building (by CDOT vendor) Contractor to coordinate with CDOT for the scheduling of this work.

Phase Four: construction of new 11-bay VSF, final site work.

The existing fuel tank and mag-chloride containment structures shall be relocated on site into new containment structures constructed under this contract. One existing storage shed shall be demolished (by CDOT) during Phase Three.

The site is served by City of Glenwood Springs water, sewer and electrical service. Natural gas is provided by Black Hills Energy. Storm water treatment will occur via a shared cyclone filter with the neighboring Caverns Village / Iron Mountain Hot Springs properties, under separate contract.

Minimum Requirements

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

1. Provided General Contracting services within the last three (3) years for at least two (2) projects each in excess of \$3,100,000.00 (hard costs), utilizing the expertise present in their Colorado Office; and
2. Demonstrated specific General Contracting experience in projects of similar scope and complexity; and
3. Attended and signed in at the Mandatory Pre-Bid Conference

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

www.coloradodot.info/business/procurement-and-contract-services
and www.bidnetdirect.com

Other Information

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

Pre-Bid Meeting

A mandatory Pre-Bid Meeting will be held at: 202 Centennial Street
Glenwood Springs, Colorado 81601

Comments: **Pre-Bid meeting will begin on January 5, 2021 11:00am.**

In order to comply with State of Colorado's Safer at Home guidelines, CDOT will be enacting the following protocols at this mandatory pre-bid meeting:

1. If you are sick, or have been directed to isolate or self-quarantine, stay home. If your company has an alternate person that can attend, please have that person attend. If that is

impossible, please contact CDOT and alternative arrangements can be made to allow for attendance.

2. All contractors will be required to maintain a 6-foot distance from each other at all times.
3. Every effort will be made to keep the meeting under 10 persons, please only have one staff attend from a company. If there are more than 10 contractors, the pre-bid meeting can be staggered to allow for 10 contractors at a time to hear the project details and then complete the site tour. If the contractors need to see a confined location during the site tour, the contractors shall take turns going into that location.
4. Contractors and CDOT staff will be required to wear face coverings or masks during the meeting.
5. In order to keep the pre-bid mandatory sign-in in a no-contact experience, please bring your own pen. The sign in sheet will not be passed around and should be minimally handled.

Schedule/Submission Details

1. The Principal Representative has determined that the entire project shall be substantially complete within 400 calendar days from the date of the Notice to Proceed, and the project shall be finally complete, including the delivery of any or all guarantees and warranties, the submittal of sales and use tax payment forms, the completion of the final punch list and the calling for final inspection, within 14 calendar days, if applicable, from the date of substantial completion. In accordance with Article 46 of the General Conditions of the Contract, Time of Completion and Liquidated Damages, failure to complete the work within the agreed number of calendar days shall be considered breach of contract and subject the bidder to liquidated damages to the extent specified in Article 54D of the General Conditions of the Contract.
2. The schedule of events for the AFB process and an outline of the schedule for the balance of the project is as follows:

Advertisement	<u>12/17/2020</u>
Mandatory Pre-Bid Conference and Tour	<u>01/05/2021</u>
Date Email Questions Due	<u>01/12/2021</u>
Date Email Answers Issued	<u>01/13/2021</u>
Sealed Bids Due/Public Bid Opening	<u>01/19/2021</u>
Contract Approval (projected)	<u>02/19/2021</u>
Anticipated General Contractor Start	<u>02/21/2021</u>
Anticipated Construction Finish (400 day)	<u>05/11/2022</u>

3. One (1) electronic copy of the signed bid, bid bond and bid alternate are due **Tuesday January 19, 2021** and shall be received no later than **2:00 PM (MST)**, and shall be submitted accepted via the CDOT Vendor Portal, at the following address:

Agency:	<u>Colorado Department of Transportation</u>
Contact Name:	<u>Robert Wilson</u>
Address:	<u>https://supplierselfservice.dot.state.co.us/irj/portal</u>

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

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

Point of Contact/Clarification

Name: Robert L. Wilson
Agency: Colorado Department of Transportation (CDOT)
Phone: 303-548-6819
Fax: n/a
Email: Robert.L.Wilson@state.co.us

If road closures or extreme weather prevent this meeting from occurring official notice of any postponements will be communicated over the two websites listed in the advertisement

www.coloradodot.info/business/procurement-and-contract-services
and www.bidnetdirect.com

Please call the point of contact phone number above if you are having any issues reaching the site.

This Notice is also available on the web at:

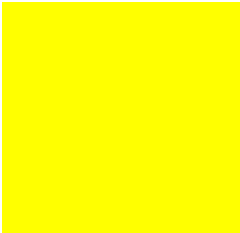
www.coloradodot.info/business/procurement-and-contract-services	
Media of Publication(s):	Rocky Mountain Bids
Publication Dates:	12/15/2020 – 01/19/2021

Labor Burden Calculation

(required per Notice of Award on all State Buildings Contracts to be returned with signed contractor Contract.)

List items below by percentage for what makes up Labor Burden;
Items include benefits that a company pays to employees on their payroll
like: payroll taxes, pension costs, health and dental insurance, etc.

Contractor and major sub-contractors to itemize those percentages below, which will calculate to an overall percentage:

	<u>% of salary paid</u>	
Payroll taxes		NOTE: Enter % amount of salary for each applicable category Total will automatically calculate
Pension costs		
Health insurance		
Dental Insurance		
Life insurance		
Other (Specify)		
		Detail about "Other": _____
TOTAL Burden %	0.00%	

Note: This burden amount must be agreed to by both the Contractor and Principal Representative for the State and included in the contract documents returned by the Contractor. This Labor Burden Calculation will be added as part of Exhibit A, Bid and become part of the contract.

This burden rate will be used on any change orders for the duration of the Contract.

Major sub-contractors defined as electricians, plumbers, mechanical contractors, excavators, millwork, concrete, block layers etc.
Please provide 1 Labor Burden Calculation Sheet per contractor and for each sub-contractor.

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

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

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

EXHIBIT B

PERFORMANCE BOND (Form SC-6.22)

N/A if contract is under \$150,000



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

PERFORMANCE BOND

Institution/Agency: Department Of Transportation

Project No./Name: 23332/Glenwood Springs 11 Bay VSF, Communications Bldg. & Site Work

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of _____
are held and firmly bound unto **the STATE OF COLORADO**
acting by and through Department Of Transportation
(AGENCY OR INSTITUTION)

hereinafter called the "Principal Representative", in the sum of _____
Dollars (\$ _____)

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

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

23332/Glenwood Springs 11 Bay VSF, Communications Bldg. & Site Work

which Contract is hereby by reference made a part hereof;

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

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

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

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

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By: _____

Title: _____

Secretary

(Corporate Seal)

SURETY

By: _____
Attorney-in-fact

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

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

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

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

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)

N/A if contract is under \$150,000



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

LABOR AND MATERIAL BOND

Institution/Agency: Department of Transportation

Project No./Name: 23332/Glenwood Springs 11 Bay VSF, Communications Bldg & Site Work

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of _____ are held and firmly bound unto the STATE OF COLORADO acting by and through Department of Transportation (agency or institution)

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

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

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

23332/Glenwood Springs 11 Bay VSF, Communications Bldg & Site Work

which Contract is hereby by reference made a part hereof;

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

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

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

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By: _____

Title: _____

Secretary

(Corporate Seal)

SURETY

By: _____
Attorney-in-fact

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

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

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

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

EXHIBIT D

INSURANCE CERTIFICATE(S) (attached)

Example



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/24/2018

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

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

PRODUCER ANG 03 2018 PROJECT MANAGEMENT	CONTACT NAME: PHONE (A/C. No. Ex): E-MAIL ADDRESS:	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570072358028

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY313941	07/01/2018	07/01/2019	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPI/OP AGG \$10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 313942	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			CPX742008705	07/01/2018	07/01/2019	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31394000	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
B	Env Contr Pol			CPL742053904 CPX742008705 SIR applies per policy terms & conditions	07/01/2018	07/01/2019	Each Pol Cond./Agg \$5,000,000 Each Pol Cond./Agg \$20,000,000

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

R

Project Name & Number should be referenced

CERTIFICATE HOLDER

CANCELLATION

State of Colorado - Department of Transportation 15285 S. Golden Rd., Bldg 47 Golden, CO 80401 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Am Risk Services Central Inc.</i>
--	---

Holder Identifier : ABERX

Certificate No : 570072358028

Example

AGENCY CUSTOMER ID: 570000034016

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY		NAMED INSURED	
POLICY NUMBER		:	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Continuation

The State of Colorado, Department of Transportation and any other parties as outlined in the contract are an Additional Insureds pertaining to General Liability, Automobile Liability, Excess Liability and Pollution Liability policies with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for Architects, Engineers, Consultants, etc. are excluded.

A waiver of Subrogation in favor of The State of Colorado, Department of Transportation and any other parties as outlined in the contract is included on the General Liability, Automobile Liability, Excess Liability, and workers' Compensation policies.

This insurance will be Primary and Non-Contributory to the General Liability, Automobile Liability and Excess Liability policies with respect to any other available insurance to the Additional Insureds for the negligence of the insured on the referenced project.

Contractual Liability is included, subject to the terms, conditions, limitations and exclusions of the General Liability policy.

The General Liability policy includes the perils of (XCU) Explosion, Collapse and Underground.

This language must be included
in Insurance Certificate

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

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

EXHIBIT E

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



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: Colorado Department of Transportation

Project No./Name: 23332/Glenwood Springs 11 Bay VSF, Communications Bldg & Site Work

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

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

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

Or

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

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

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

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

CERTIFIED and AGREED to this _____ day of _____, 20____.

VENDOR:

Vendor Full Legal Name

BY

:

Signature of Authorized Representative

Title

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

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

EXHIBIT F

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

See Website:

<https://www.colorado.gov/pacific/osa/statebuildings>

**OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM
POLICIES AND PROCEDURES**



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

**OFFICE OF THE STATE ARCHITECT/STATE BUILDINGS PROGRAM
POLICIES AND PROCEDURES
BUILDING CODE COMPLIANCE
COORDINATION OF APPROVED BUILDING CODES,
PLAN REVIEWS AND BUILDING INSPECTIONS**

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- G. Department of Public Health and Environment/Division of Air Pollution Control

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- A. Agency Action Plan for Building Code Compliance
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OFFICE OF THE STATE ARCHITECT/STATE BUILDINGS PROGRAM
POLICIES AND PROCEDURES
BUILDING CODE COMPLIANCE
COORDINATION OF APPROVED BUILDING CODES,
PLAN REVIEWS AND BUILDING INSPECTIONS

Exhibits (By Reference)

- A – Approved Building Codes
- B – Plan Review Procedures
- C – Plan Review Authorization (SBP-017)
- D – Building Inspection Record (SBP-BIR)
- E – Building Inspection Authorization (SBP-018)
- F – Inspection Report (SBP-019)
- G – Notice to Proceed (SBP-6.26) or (SBP-7.26)
- H – Not used
- I – Notice of Approval of Occupancy/Use (SBP-01)
- J – Not used
- K – Agency Action Plan for Code Compliance (Exhibit K)
- L – Code Compliance Documentation Submittal (Exhibit L-1)
- M – Request for Modification

References

1. Colorado Revised State Statutes:

9-4-101-118, Article 4	Boiler Inspection, Department of Labor and Employment
9-5-101-106, Article 5	Department of Personnel
12-23-100.2-120, Article 23	Electricians, Department of Regulatory Agencies
25-4-1601, Part 16	Food Service Establishments, Department of Public Health and Environment
12-58-101-117, Article 58	Plumbers, Department of Regulatory Agencies
24-30-1301-1307, Part 13	State Buildings, Department of Personnel
24-30-1401-1408, Part 14	Negotiations of Consultant's Contracts, Department of Personnel
24-32-3301-3327, Part 33	Division of Housing, Department of Local Affairs
24-33.5-1201-1210, Part 12	Division of Fire Prevention and Control, Department of Public Safety
9-1-101-106, Article 1	Construction Requirements
9-1.3-101-105, Article 1.5	Low Flow Plumbing Fixtures
9-5.5-101-120, Article 5.5	Elevator and Escalator Certification, Department of Labor and Employment
24-82-901-902, Part 9	Outdoor Lighting Fixtures
25-7-501-512, Part 5	Division of Air Pollution Control, Department of Public Health and Environment

2. Executive Order #D0011 95

INTRODUCTION

A. Intent

It is the intent of this policy to coordinate the efforts of state personnel responsible for managing construction projects, in order to ensure compliance with approved building codes and standards, by establishing standardized methods to review construction documents and inspect buildings under construction. This policy covers renovation as well as new construction. Routine maintenance is not covered under this policy.

In addition, this policy intends to coordinate and track through documentation, e.g. the Compliance Notice, the Notice to Proceed, the Building Inspection Record (SBP-BIR), and the Notice of Approval of Occupancy/Use, the efforts of the various state entities responsible for specific portions of code compliance. Because code compliance is a multi-disciplined effort involving many individuals and departments, each state agency/institution has a shared responsibility for ensuring that its construction projects comply with applicable codes. To a large extent, code compliance is quality control involving: structural stability, life safety, minimum standards and environmental health.

Building code compliance plan review is required for all projects (capital construction, controlled maintenance, emergency, cash or in-house funded projects) unless an exception is provided per the building code. Building code compliance reporting is required only on appropriated projects - capital construction and controlled maintenance or cash-funded projects over two-million dollars.

This building code compliance policy and procedures are intended to assist the various state entities involved in the construction of state buildings in understanding the processes and requirements developed to assure that state buildings are constructed in accordance with the adopted codes. While the state has determined that it is in its interest to employ third part code review agents in an attempt to verify compliance with the code, this in no way relieves the architect/engineer or the contractor from their obligations to design and construct the project in conformance with the adopted codes nor is it intended to transfer any duties, obligations, or liabilities of the design and construction teams to the code review agents. The code review agents are agents of the Department of Personnel and Administration/Office of the State Architect (DPA/OSA) and conduct their work at the direction of the Office of the State Architect that is considered as the Building Official for state projects. The code review agents have powers only as delegated by OSA. While the code review agents are expected to conduct their work with due diligence, it is recognized that their work is limited to general review and inspection of the work and is not considered to constitute an in-depth or comprehensive analysis of the design or construction nor are they in any way authorized to direct the design or construction. Failure of the code review agent to identify a non-compliant condition, either in design or construction, does not waive the obligation of the design and construction teams to comply with the code. Plan reviews or inspections presuming to give authority to violate or cancel the provisions of the code or other ordinances shall not be valid.

The policy is divided into five sections: Section I – Approved Building Codes; Section II – Code Compliance Plan Reviews; Section III – Building Inspections; Section IV – Coordination with Other State Agencies; and Section V - Compliance. Since all sections are interdependent, this policy attempts to define and establish an integrated process from the initial design drawing review phase through owner occupancy.

The initial effective date of this policy was July 1, 1998.

B. Statutory Responsibilities / Executive Order

1. STATUTORY RESPONSIBILITIES BY DEPARTMENT

(Emphases in the following excerpts have been added).

DRAWING REVIEW, BUILDING AND HVAC INSPECTION

DEPARTMENT OF PERSONNEL & ADMINISTRATION/STATE BUILDINGS AND REAL ESTATE PROGRAMS (C.R.S. § 24-30-13)

24-30-1303(1)(j) Develop, or cause to be developed, **standards of inspection**, with the approval of the governor, which shall be the basis of all inspections and be responsible for assuring the uniform inspection of construction projects by the state agencies, utilizing such resources as may be locally available, in conjunction with the architect, engineer, or consultant;

24-30-1303(1)(n)(II) Develop, or cause to be developed, methods of control on a standardized basis for all state agencies **to ensure conformity of physical planning with approved building codes** and of construction with approved physical planning.

24-30-1303(z) **Establish minimum building codes**, with the approval of the governor and the general assembly after the recommendations and review of the capital development committee, for all construction by state agencies on state-owned or state lease-purchase properties or facilities. At the discretion of the department, said codes may apply to state leased facilities where local building codes may not exist.

24-30-1303(3)(a) All buildings and facilities, except public roads and highways and projects under the supervision of the division of wildlife and the division of parks and outdoor recreation erected for state purposes shall be constructed in conformity with a construction procedures manual for state facilities and state-assisted facilities prepared by the department and approved by the governor. Such construction shall be made only upon plans, design and construction documents which comply with **approved state standards and rules and regulations** promulgated pursuant to this section.

ELECTRICAL INSPECTION

DEPARTMENT OF REGULATORY AGENCIES / STATE ELECTRICAL BOARD (C.R.S. § 12-23)

12-23-116 (2) Any electrical installation in any new construction or remodeling or repair, other than manufactured units certified by the division of housing pursuant to section 24-32-3311, C.R.S., except in any incorporated town, or city, any county, or any city and county having its own electrical code and inspection equal to the minimum standards as are provided in this article, shall be inspected by a state electrical inspector. **A state electrical inspector shall inspect** any new construction, remodeling, or repair subject to the provisions of this subsection (2) within three working days after the receipt of the application for inspection. If the inspection is not performed within five working days, work may resume on any such construction, repair, or remodeling. Prior to the commencement of any such electrical installation, the person making such installation shall make application for inspection and pay the required fee therefor.

PLUMBING INSPECTION

DEPARTMENT OF REGULATORY AGENCIES / STATE EXAMINING BOARD OF PLUMBERS (C.R.S. §12-58)

12-58-114.5 (1) Any plumbing or gas piping installation in any new construction or remodeling or repair, other than manufactured units inspected in accordance with the provisions of part 7 of article 32 of title 24, C.R.S., except in any incorporated town or city, any county, or any city and county having its own plumbing code equal to the minimum standards provided in this article, shall be inspected by a state plumbing inspector in those areas where a local jurisdiction has requested such inspections. **A state plumbing inspector shall inspect** any new construction, remodeling, or repair subject to the provisions of this subsection (1) within three working days after the receipt of the application for inspection. If the inspection is not performed within five working days, work may resume on any such construction, repair, or remodeling. Prior to the commencement of any such plumbing or gas piping installation, the person making such installation shall make application for inspection and pay the required fee therefor.

BOILER INSPECTION

DEPARTMENT OF LABOR AND EMPLOYMENT / BOILER INSPECTION SECTION (C.R.S. § 9-4)

9-4-106 Owner report boilers, wrongful use of boilers, inspection of new installations.

(1) It is the duty of the owner or user of boilers, except those boilers exempt from the provisions of this Article under section 9-4-104, used or which are to be used in this state, to report to the section the location of newly installed or relocated boilers.

(2) Before the installers of any boiler have boilers placed in service, they shall notify the section, which, within ten days or as soon thereafter as possible from the date of receiving such notification, shall send an inspector to examine said boilers to determine that the construction, material, bracing, fuel and fluid supply systems, control apparatus, combustion air and ventilating air, electric wiring, piping, and all other parts of such boilers are such as to assure the safety of the boilers.

(3) Upon completion of installation, **all boilers shall be inspected by a state boiler inspector**. At the time of inspection, each boiler shall be assigned a serial number by the inspector, which serial number shall be stamped on or affixed to the boiler.

ELEVATOR INSPECTION

DEPARTMENT OF LABOR AND EMPLOYMENT / CONVEYANCE SECTION (C.R.S. § 9-5.5)

9-5.5-104 Applies to the design, construction, operation, inspection, testing, maintenance, alteration and repair of the following equipment: (a) Hoisting and lowering mechanisms equipped with a car or platform that moves between two or more landings. Such equipment includes, but is not limited to, elevators and platform lifts, personnel hoists, stairway chair lifts, and dumbwaiters. (b) Power-driven stairways and walkways for carrying persons between landings. Such equipment includes, but is not limited to, escalators and moving walks. (c) Automated people movers as defined in ASCE 21.

Furthermore, the statute requires all conveyances in Colorado to be registered with the Conveyance Section / Division of Oil and Public Safety (OPS); requires all conveyance contractors, mechanics, and inspectors to be licensed by OPS; requires all conveyances to be installed, altered, repaired, serviced and maintained according to adopted standards, and allows local authorities having jurisdiction to regulate conveyances if approved by OPS.

FIRE SUPPRESSION INSTALLATION AND INSPECTION

DEPARTMENT OF PUBLIC SAFETY / DIVISION OF FIRE PREVENTION AND CONTROL (C.R.S. § 24-33.5-12)

24-33.5-1206.4 System approval, inspection, and inspectors. (1) No installation, modification, alteration, or repair of a fire suppression system shall be completed and cleared for use, and no structure or partial structure in which such fire suppression system is installed, modified, altered, or repaired shall be cleared for occupancy, until such fire suppression system has been approved by a **certified fire suppression systems inspector**. Approval shall include **review** of approved working **plans** and **hydraulic calculations, installation inspections, and final tests**.

FOOD SERVICE LICENSE/PLAN REVIEW/INSPECTION

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT/DIVISION OF CONSUMER PROTECTION (C.R.S. § 25-4-16)

25-4-1605 Submission of plans for approval – required. (1) An owner or operator shall submit plans and specifications to the department or local board of health in the jurisdiction in which a retail **food establishment** is to be constructed or extensively remodeled before such construction or extensive remodeling is begun or any existing structure is converted for use as a retail food establishment. Such **plans and specifications shall be submitted for review and approval**, in such form as the department requires, to ensure that the retail food establishment layout, equipment, and food handling procedures are conducive to providing a safe food product.... Such plans and specifications shall indicate the proposed layout, arrangement, mechanical plants, construction materials of work areas, and the location, type, and model of proposed fixed equipment and facilities.

(2) The construction, extensive remodeling, or conversion of any retail food establishment shall be in accordance with the plans and specifications submitted to and approved by the department or local

board of health. The department or local board of health shall conduct **preopening inspections** of retail food establishments to assure compliance with the approved plans, as circumstances require.

FACTORY-BUILT NONRESIDENTIAL STRUCTURES

DEPARTMENT OF LOCAL AFFAIRS/DIVISION OF HOUSING (C.R.S. § 24-32-33)

24-32-3311 Certification of factory-built residential and nonresidential structures. (1) **Factory-built structures** manufactured, substantially altered or repaired, sold, or offered for sale within this state after the effective date of the rules promulgated pursuant to this part 33 shall bear the **insignia of approval** issued by the division and affixed by the division or an authorized quality assurance representative.

(4) All factory-built structures bearing an insignia of approval issued by the division and affixed by the division or an authorized quality assurance representative pursuant to this part 33 shall be deemed to comply with the requirements of all ordinances or rules, including those for electrical and plumbing, enacted by the state government and any local government that are applicable to the manufacture of structures....

(5) No factory-built structures bearing an insignia of approval issued by the division and affixed by the division or an authorized quality assurance representative pursuant to this part 33 shall be in any way modified contrary to the rules promulgated pursuant to section 24-32-3305 prior to or during installation unless approval is first obtained from the division.

ASBESTOS ABATEMENT/RENOVATION/DEMOLITION

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT/AIR POLLUTION CONTROL DIVISION (C.R.S. § 25-7-503)

25-7-503 Notification is required for all demolitions of all facilities and for all asbestos abatement projects that exceed the trigger levels. The notification requirements apply to both friable and non-friable asbestos materials.

Permits are required for the abatement of friable asbestos projects where the quantity of asbestos-containing material to be abated exceeds the trigger levels and the work is in an area of public access.

2. GOVERNOR'S EXECUTIVE ORDER # D0011 95 Improving the Alignment of State Plans with Regional Visions

"Whereas, the Interregional Council of the Smart Growth and Development Initiative recommends that **cooperation among all levels of government** is integral in establishing responsible growth practices in the state of Colorado."

SECTION I. BUILDING CODES

A. Approved Building Codes

See Exhibit A – Approved Building Codes

B. Requests to Change Application of Certain Provisions of the Code

(Note: This section only applies to the International Building Code (IBC), the International Existing Building Code (IEBC), the International Mechanical Code (IMC) and the International Energy Conservation Code (IECC). Contact the other state agencies listed in Section IV for other codes.) All approved changes must be filed with State Buildings Program by the code review agent or approved agency building official as they are determined. In addition, agencies are required to submit documentation of the approved changes with the project code compliance final submittal.

1. **Alternative Methods.** The IBC has provided provisions to allow alternative methods and materials to the prescriptive requirements of the code. Alternative methods maintain the level of life safety created by the

code's prescriptive requirements but uses other methods than may be required by the prescriptive section of the code. Procedure for requesting approval of an alternative method is as follows:

- a) The Architect/Engineer shall submit a request for consideration of alternative method to the state code review agent or the approved agency building code official. This request shall identify the prescriptive requirements of the code that are to be addressed by the alternative method and provide documentation as to how equivalency with the prescriptive requirements will be achieved.
- b) The state code review agent or the approved agency building code official will review the request and may accept or reject the request. In consideration of the request, the code review agent may request additional documentation as required.
- c) The details of any action approving the use of any alternative method shall be recorded and entered in the files at State Buildings Program.
- d) Consulting fees associated with alternatives will be paid by the Agency.

2. **Modifications.** When there are practical difficulties involved in carrying out the provisions of the code, State Buildings Program or the approved agency building code official may grant modifications for individual cases. State Buildings Program shall first find that a special individual reason makes the strict letter of the code impractical and that the modification is in conformance with the intent and purpose of the code and that such modification does not lessen any health, accessibility, life and fire safety or structural requirements. Procedures for requesting approval of a modification are as follows:

- a) The Agency is to provide in writing a request for modification to State Buildings Program or approved agency building code official. Be as specific as possible, indicating the code section to be modified. Provide reasons for the modification and other substantiating documentation as required.
- b) State Buildings Program or approved agency building code official will review the request. At its option State Buildings Program may solicit the comments from its code review agents and other qualified entities. Submit information as specified on Exhibit M Request for Modification.
- c) State Buildings Program or approved agency building code official shall first find that a special individual reason makes the strict letter of the code impractical and that the modification is in conformance with the intent and purpose of the code and that such modification does not lessen any health, accessibility, life and fire safety or structural requirements.
- d) The details of any action granting modifications shall be recorded and entered in the files of State Buildings Program.
- e) Modifications may only be provided by State Buildings Program or the approved agency building code official.
- f) Consulting fees associated with modifications will be paid by the Agency.

3. **Appeals.** When the Agency has a disagreement as to the interpretation of code requirements, it may appeal the decision of the state code review agent or the approved agency building code official. It is noted that an appeal is not permitted to reduce or waive the requirements of the code. The procedure for appeals is as follows:

- a) Provide a request in writing for appeals to State Buildings Program or the approved agency building code official. Be as specific as possible, indicating the code section in contention. Provide reasons for the appeal and other substantiating documentation as required.
- b) State Buildings Program will review the request. At its option State Buildings Program may solicit the comments from its code review agents. Fees associated with such solicited comments will be paid by State Buildings Program.
- c) Accepted Appeals will be distributed to the agency and the state's code review agents.
- d) Rejected Appeals will be distributed to the agency and the state's code review agents.
- e) Establishment of Board of Appeals. State Buildings Program will endeavor to establish a Board of Appeals. Once this board is established it will be responsible to review and act upon the request on behalf of State Buildings Program.
- f) Appeals may only be provided by State Buildings and Programs or approved agency building code officials.

4. **Amendments.** Amendments are intended to modify, delete, or supplement specific provisions of the codes. Amendments are to be applicable to all projects and must be approved by State Buildings Program. The procedure for requesting approval of an amendment is as follows:

- a) The agency is to provide in writing a request for amendment to State Buildings Program. Be as specific as possible, indicating the code section to be modified, deleted, or supplemented. Provide reasons for the amendment and other substantiating documentation as required.
- b) State Buildings Program will review the request. At its option State Buildings Program may solicit the comments from its code review agents. Fees associated with such solicited comments will be paid by State Buildings Program.
- c) Rejected amendments will be returned to the Agency.
- d) Amendments may only be established by State Buildings Program.

5. Code Deficiencies in Existing Buildings

- a) Each project where repairs, alterations, renovations, upgrades or additions are proposed in an existing state owned building should include a code compliance plan commensurate with the scope of the project. The International Code Council (ICC) Compliance Method should be noted on the compliance plan. The code review agent's review will be as is needed to assess compliance within the project scope.

All work is to comply with IEBC, International Existing Building Code as a minimum requirement. Additionally, it is the policy of State Buildings Program to bring existing structures into conformance with current codes as much as practical within the intended scope of the project. To this end, the code review agent is directed to comment on conditions as discovered that are noted not in compliance with current code requirements. Such deficiencies that are noted should either be corrected in the drawings or acknowledged by the agency in a letter to the code review agent indicating why the items cannot be incorporated into the work.

- b) Existing Non-Conforming Buildings

A building that cannot be shown to comply with the building code edition adopted and current at the time of first construction (Uniform Building Code or International Building Code) or had a subsequent change in occupancy or use is considered to be an existing non-conforming building. It is incumbent upon the agency and/or Architect/Engineer to include code compliance in its due diligence study for the project scope definition and funding request and design in order to address existing non-conforming conditions as early in the process as possible to avoid future problems. Existing non-conforming conditions should be addressed in the code compliance plan.

The code review agent is directed to comment on the existing non-conforming conditions as discovered whether or not the conditions are within the scope of the project. Discovery may occur either during plan review or inspections. At its option the code review agent may choose not to comment on conditions that it considers not to substantially affect the overall life safety of the facility.

Conditions that are existing and non-conforming are to be corrected as part of any project involving the subject building. Conditions that cannot be corrected must be individually acknowledged in a letter to State Buildings Program and the Office of Risk Management and signed by the agency Principal Representative indicating why the condition cannot be corrected or otherwise mitigated. State Buildings Program will request an opinion from the code review agent regarding the nature of the non-conforming condition and will then consult with the Office of Risk Management concerning appropriate action.

- c) Renovations

Where substantial work or renovation is proposed within a building or portion of a building, that building or portion is to be brought into full compliance with the current code to the maximum degree possible. All due diligence studies and project funding requests should take this into account. The code review agent is directed to comment on conditions that are noted not to comply with current code requirements as discovered, whether or not the conditions are within the scope of the project. Such deficiencies that are noted should be corrected in the work. If the deficiency cannot be corrected or otherwise mitigated, it must be acknowledged by the agency in a letter to the code review agent indicating why the items cannot be incorporated into the work. If the code review agent does not agree with the agency findings,

it may request the matter be addressed to State Buildings Program prior to issuance of a Compliance Notice. This is limited to work that is not *required* by the code under provisions of IEBC.

The code review agent may issue a Compliance Notice with a contingent reference to the agency Principal Representative with letters as discussed herein.

d) Change of Use or Occupancy

Existing buildings that are to undergo a Change of Use are required to comply with current code requirements per IEBC. Existing conditions that cannot be modified to meet current code requirements may be addressed to State Buildings Program with a request for modification per SBP policy.

Note: The term code review agent refers to either the approved SBP code consultants or the approved agency building code official.

SECTION II. CODE COMPLIANCE PLAN REVIEWS

- A. Agency project managers for all construction projects requiring code review for state agencies on state-owned or state leased-purchased properties or facilities are to submit design documents for code compliance reviews to the state's code review agents or State Buildings Program approved agency building code official. The purpose of these reviews is to ensure conformity of physical planning with approved state building codes.

All documents submitted for code compliance drawing reviews are to be prepared by licensed professional architects pursuant to Title 12, Article 4, C.R.S., or, if applicable, licensed professional engineers pursuant to Title 25, Article 4, C.R.S.

1. State Buildings Program has selected and contracted with several consultants to provide code compliance reviews statewide. Each agency, however, directly procures the services of the code review agent through a Plan Review Authorization (SBP-017) form for each project. An estimated cost for the code review is to be initially included on the Construction Project Application (SC-4.1) by the agency. Note: The Department of Public Health and the Environment, Division of Consumer Protection will review drawings for food service related projects. Agencies are responsible for contacting local fire districts to seek their input at the beginning of the design process.
 2. Instructions for working with the state's approved code review agents are included in SBP's document Plan Review Procedures (Exhibit B).
 3. The Plan Review Procedures document is referenced in the Architect/Engineer Agreement (SC-5.1) and the Architect/Engineer Agreement Terms and Conditions (SC-5.1T) and is thereby incorporated into the contracts for professional services as a guideline for minimum required information for code review submittals per drawing phase.
- B. All reviewed projects are to be provided with a Compliance Notice with a listing of required inspections by the state's code review agent or the approved agency building code official prior to State Buildings Program/Delegate issuance of the Notice to Proceed (SBP-6.26) or (SBP-7.26).

If the Compliance Notice is contingent on the inclusion of the Construction Document code review submittal comments, the agency project manager must certify to State Buildings Program on the Compliance Notice that is sent to SBP with the Notice to Proceed (SBP-6.26 or SBP-7.26) that the code review agent's comments were incorporated into the drawings and specifications. If there were exceptions to the code review agent's comments that were resolved through an appeals process, that resolution must also be certified by the agency project manager.

SECTION III. BUILDING INSPECTIONS

All reviewed construction projects shall be inspected for building code compliance. This section describes the responsibilities for building inspections of State Buildings Program. Section IV describes inspection responsibilities of other state departments.

- A. **Building Inspection Record (SBP-BIR).** At the completion of the code compliance plan review phase, the state's code review agent or the approved agency building code official will issue along with the Compliance Notice a list of the required inspections.

Prior to the start of construction, the agency project manager will procure the services of the same consultant who performed the document review for building inspections unless utilizing internal staff (See Section III B.) The project manager will conduct a coordination meeting with the code review agent who will serve as inspector of record for the project and others who may have building inspection responsibilities (if applicable) to identify the responsible parties for each required inspection and assign the responsibility for the final inspection sign off. The Architect/Engineer and the Contractor will also attend this meeting. If applicable, a representative from the local fire district will be invited to attend.

1. The agency's project manager will transfer the required inspections onto the Building Inspection Record (SBP-BIR) yellow card that is to be provided to the Contractor at contract signing.
2. The Building Inspection Record (SBP-BIR) will indicate by checked box, the minimum required inspections and the appropriate inspectors for each project submitted for review.
3. The Building Inspection Record (SBP-BIR) is to be posted in an obvious, protected location, along with all related inspection reports and documents.
4. It is intended that all inspectors sign the Building Inspection Record (SBP-BIR) and enter their ICC Certification number (if applicable) after conducting each inspection. See Section III.B below for the required inspector qualifications.
5. At the completion of the project when the agency project manager and the code review agent as inspector of record for the project have determined that all required inspections have taken place, they both will sign the Building Inspection Record (SBP-BIR). The fully signed Building Inspection Record (SBP-BIR) along with all supporting documents will become part of the project close-out documentation and a copy of the Building Inspection Record (SBP-BIR) will be sent to State Buildings Program.

- B. **Building Inspection Authorization (SBP-018).** State Buildings Program has selected and contracted with several consultants to provide building inspections statewide. However, each agency must directly procure the services of the consultant through a Building Inspection Authorization (SBP-018) form for each project. An estimated cost for the building inspection is to be initially included on the Construction Project Application (SC-4.1). Note that agency staff may perform inspections only if they have appropriate ICC certifications. Qualifications include ICC Certified Commercial Building, Electrical, Mechanical, or Plumbing Inspector. These staff shall be noted on the annual Action Plan for Code Compliance (Exhibit K) A licensed architect or engineer in the state of Colorado with appropriate ICC certification and who is not the architect or engineer of record for the project may also perform the inspections.

- C. **Inspection Report (SBP-019).**

1. The Inspection Report (SBP-019) is to be used by the inspection consultant or ICC certified agency staff providing inspection services to thoroughly document what has been rejected and what has been approved in addition to the consultant or staff member inspector signing the Building Inspection Record (SBP-BIR) card. The inspections may include as per the Building Inspection Record (SBP-BIR):
 - ☐ Building Inspections
 - ☐ Special Inspections
 - ☐ Elevator Inspections*
 - ☐ Electrical Inspections*
 - ☐ Plumbing Inspections*
 - ☐ Fire Department Inspections
 - ☐ Boiler Inspections*

- ☐ Health Department Inspections*
- ☐ Other Inspections

* Note: The Plumbing and Electrical Boards, the Health Department, the Boiler Inspector, and Conveyance Administrator provide other means for the contractor to request their inspections. Refer to section IV.

2. It is the responsibility of the agency's project manager to receive all Inspection Reports after the inspector has completed each required inspection and direct the Contractor to comply with all corrections noted.

Additionally, the agency's project manager is also required to coordinate efforts with the other state authorities conducting required inspections (refer to section IV) and sign the Building Inspection Record (SBP-BIR) to indicate that the inspection was conducted and completed, if the inspecting entity has not already done so.

3. Building Inspections are in addition to the observations performed by the Architect/Engineer as required by the A/E Agreement. These building inspections shall include:
 - a) Inspections of footings / foundations, concrete slab and under-floor, lowest floor elevation, framing, lath and gypsum board, fire-resistant penetrations, mechanical and energy efficiency, roofing, and final inspections.
 - b) Special inspections as required by applicable provisions of the code including steel, concrete, masonry, wood, soils/foundations, spray-applied fireproofing and smoke control systems. The Architect/Engineer shall identify the special inspections required.
 - c) Plumbing and electrical inspections per the State Plumbing and Electrical Boards (refer to section IV).
 - d) Fire protection system per the Division of Fire Prevention and Control and fire alarm by the local fire district (refer to section IV).
 - e) Boiler inspections for new and modified installations (refer to section IV).
 - f) Elevator/escalator inspections for new or altered installations (refer to section IV).
 - g) Health Department inspections for all food service installations by the local health authority (refer to section IV).

D. **Building Occupancy / Documentation.** Once the contractor has determined that the project is complete, the agency's project manager verifies that all items on the close-out documents have been completed, and that the forms are fully signed-off prior to issuing the Notice of Final Acceptance (SC-6.27). The steps in the close-out process include:

1. **Notice of Substantial Completion (SBP-07).** Following the Contractor's submittal of the Notice of Completion accompanied by the Contractor's punch list, the Architect/Engineer, the Principal Representative and the Contractor will conduct a final inspection and the Architect/Engineer will issue a final punch list. The Notice of Substantial Completion will establish the date of substantial completion of the project (and the beginning of the warranty period) and will be issued when: all required building code inspections have been completed and all deficiencies noted on the Building Inspection Record (SBP-BIR) have been corrected; the building has been fully cleaned and can be used by the Principal Representative and the public; and the Contractor has provided a schedule for the completion of all items on the punch list.
2. **Notice of Approval of Occupancy/Use (SBP-01).** If the Principal Representative wishes to occupy the entire project or a portion of the project before completion following the issuance of the Notice of Substantial Completion, then a review of the conditions and progress are noted. This review is conducted by the Architect/Engineer, State Buildings Program, and the Contractor and evaluates security, safety systems, exiting, power, lighting and HVAC systems.
3. **Notice of Final Acceptance (SC-6.27).** The Notice of Final Acceptance (SC-6.27) establishes the completion date of the project. It shall not be authorized until the Contractor performs the work to allow completion and approval of the Pre-Acceptance Checklist (SBP-05).

Where Notices of Partial Substantial Completion (SBP-071) have been issued, Notices of Partial Final Acceptance (SBP-6.271) may be similarly issued when appropriate.

SECTION IV. COORDINATION WITH OTHER STATE DEPARTMENTS

A. Coordination with State Plumbing and Electrical Boards

The Colorado General Assembly has created the Colorado State Electrical Board and the Colorado Examining Board of Plumbers of the Department of Regulatory Agencies with the power to adopt and enforce plumbing and electrical codes. State Buildings Program supports the boards' efforts in ensuring compliance with the adopted codes.

1. Codes. The State Boards regularly adopt plumbing and electrical codes as per Exhibit A, Approved Building Codes. Compliance with these codes is mandatory on all construction projects.
2. Amendments. The State Boards have issued amendments as part of their adoption of these codes. Compliance with these amendments is required on all construction projects.
3. Variances. State Buildings Program will not consider alternative methods, modifications, appeals, or amendments to the codes approved by the state boards. Requests for such should be addressed to the State Boards at (303) 894-2300 and copied in writing to State Buildings Program.
4. Code Compliance Plan Reviews. The state boards do not conduct plan reviews. However, the state's code review agents will conduct plan reviews for electrical and plumbing work for conformance with the state boards' adopted codes. Please note that the boards enforce the editions of their codes that are in effect at the time of permitting not at the time of design or plan review.
5. Inspections. Plumbing and electrical inspections on state projects are to be provided by the state boards. Such inspections should be noted on the Building Inspection Record (SBP-BIR) card. It is the responsibility of the contractor to call for these inspections at (303) 894-2300.
6. The State Electrical Board and the Colorado Examining Board of Plumbers both issue inspection permits and charge a fee. At the completion of the final inspections, a certificate of approval will be issued.

B. Coordination with Local Fire Jurisdictions and the Division of Fire Prevention and Control

Most state facilities are included within the boundaries of an established fire district. It is the responsibility of those fire authorities to provide service to the state facilities. This policy is in compliance with Executive Order D0011 95 which requires that state facilities be planned and built in a manner consistent with local regulations.

1. Codes. Agencies are responsible that project design and construction is in compliance with the codes approved by the fire district where the project is to be built. In the event that there is no local district, or the district has not approved a recognized code, the current edition of the International Fire Code shall be utilized.
2. Review. It is mandatory that agencies consult local fire districts prior to the start of design. Plans and specifications for all construction projects with fire code related issues shall be submitted to the fire district for review. **A Memorandum of Understanding should be put in place with the agency/institution with the fire district every 5 years to define fire district scope and requirements. See Exhibit K for more information.** Fire protection systems must be reviewed by Department of Public Safety/Division of Fire Prevention and Control certified personnel. A fee is charged for plan registration, plan review, and inspection. Fire alarm systems shall be reviewed by the fire district or by the state's code review agent. Unless otherwise approved by State Buildings Program, the fire district review will be incorporated into the documents. In the event of a conflict, State Buildings Program should be contacted.
3. Inspections. All construction projects must be made available to the fire district for inspections. Fire protection systems shall be inspected by Division of Fire Prevention and Control certified personnel. Fire alarm systems shall be inspected by the fire district or an approved inspector. Unless otherwise approved by State Buildings Program any requirements resulting from these inspections shall be incorporated into the project. It is the responsibility of the agency's project manager to coordinate this inspection with the local fire district.
4. Sovereignty. This policy is an effort to facilitate cooperation between the state and local authorities. This policy does not limit the sovereign authority of the state.

C. Coordination with State Boiler Inspector

The Colorado General Assembly has created the Boiler Inspection Section of the Division of Oil and Public Safety of the Department of Labor and Employment with the power to adopt and enforce the Colorado Boiler

and Pressure Vessel Code. State Buildings Program supports the Boiler Inspector's efforts in ensuring compliance with the adopted codes.

1. Codes. The Boiler Inspection Section regularly adopts Boiler and Pressure Vessel Codes. Compliance with these codes is mandatory on all construction projects.
2. Amendments. The Boiler Inspection Section may issue amendments as part of its adoption of the code. Compliance with these amendments is mandatory on construction projects.
3. Variances. State Buildings Program will not consider alternate methods, modifications, appeals, or amendments to the codes approved by the Boiler Inspection Section. Requests for such should be addressed to the Boiler Inspection Section at (303) 318-8481 and copied in writing to State Buildings Program.
4. Code Compliance Plan Reviews. The Boiler Inspection Section does not conduct plan reviews. However, the state's code review agents will conduct plan reviews for boiler and pressure vessel work (both new and repair) in conformance with the Boiler Inspection Section's adopted codes.
5. Inspections. Boiler and pressure vessel installation and/or repair inspections are to be provided by the Boiler Inspection Section. Such inspections should be noted on the Building Inspection Record (SBP-BIR) card. It is the responsibility of the Contractor to call for these inspections at (303) 318-8481.
6. The Boiler Inspection Section issues an inspection certificate when a boiler installation or repair has been found to comply with the Colorado Boiler and Pressure Vessel Code and a fee will be charged.

D. Coordination with Administrator for Conveyances

The Colorado General Assembly has created the Conveyance Section of the Division of Oil and Public Safety of the Department of Labor and Employment with the power to adopt and enforce a safety code for elevators, escalators, and automated people movers. State Buildings Program supports the Division's efforts in ensuring compliance with the adopted standards.

1. Codes. The Conveyance Section adopts standards for conveyances. Compliance with these standards is mandatory on all construction projects.
2. Amendments. The Conveyance Section may issue amendments to the adopted standards. Compliance with these amendments is mandatory on all construction projects.
3. Variances. State Buildings Program will not consider alternative methods, modifications, appeals, or amendments to the standards approved by the Conveyance Section. Request for such should be addressed to the Conveyance Section at (303) 318-8536 and copied in writing to State Buildings Program.
4. Code Compliance Plan Reviews. The Conveyance Section does not conduct plan reviews. However, the state's code review agents will conduct plan reviews for elevators and escalators (both new and altered) in conformance with the Conveyance Section's adopted standards. All conveyances in Colorado shall be registered with the Conveyance Section/Division of Oil and Public Safety.
5. Inspections. Inspections are to be provided by inspectors licensed by the Conveyance Section/Division of Oil and Public Safety. Qualified local authorities having jurisdiction may enter into a memorandum of agreement with the Conveyance Section/Division of Oil and Public Safety to regulate conveyances that are located within their jurisdiction.
6. The Conveyance Section or authority having jurisdiction will issue a Certificate of Operation indicating that the conveyance has been inspected by a third party licensed conveyance inspector and complies with the rules of the Conveyance Section or approved authority having jurisdiction.

E. Coordination with the Division of Consumer Protection of the Colorado Department of Public Health and Environment

The Colorado General Assembly has created the Division of Consumer Protection within the Department of Public Health and Environment to adopt and enforce a uniform code of sanitary rules and regulations for food service establishment construction or renovation. State Buildings Program supports the Division's efforts in ensuring compliance with the adopted code.

1. Codes. The Division regularly adopts sanitary rules and regulations. Compliance with these rules and regulations is mandatory on all construction projects.
2. Amendments. The Division may issue amendments as part of the uniform code of sanitary rules and regulations. Compliance with these amendments is mandatory on all construction projects.

3. Variances. State Buildings Program will not consider alternate methods, modifications, appeals or amendments to the code approved by the Division. Requests for such should be addressed to the Division of Consumer Protection at (303) 692-3620.
4. Code Compliance Plan Reviews. The Division does provide for mandatory drawing reviews. At the time a plan is submitted for review, an application fee shall be paid to the department or local board of health.
5. Inspections. The Division conducts a pre-opening inspection of a new or extensively remodeled food service establishment. The fee for plan review and reopening inspection shall be the actual cost of such review. It is the responsibility of the agency's project manager to coordinate this inspection with the local health department.
6. A license to operate will be granted by the Division following compliance.

F. Coordination with the Division of Housing of the Colorado Department of Local Affairs

The Colorado General Assembly has created the Division of Housing within the Department of Local Affairs to establish rules and regulations concerning factory-built nonresidential structures. State Buildings Program supports the Division's efforts in ensuring compliance with the adopted code.

1. Codes. The Division of Housing has adopted the 2012 edition of the International Building Code. Contact the Division for applicable appendices and other required codes and standards. Refer to Resolution #35.
2. Amendments. The Division of Housing may issue amendments as part of its adoption of the code. Compliance with the adopted code and amendments is required.
3. Variances. State Buildings Program will not consider alternate methods, modifications, appeals, or amendments on factory-built nonresidential structures. Requests for such should be addressed to the Division of Housing at (303) 866-2033 and copied in writing to State Buildings Program.
4. Code Compliance Plan Reviews. The Division of Housing provides for plan reviews of factory-built nonresidential structures for special occupancies, e.g. structures to be used as day care centers rather than structures to be used as portable offices. The state's code review agents will provide plan reviews for code compliance for site adaptation and installation issues.
5. Inspections. Inspections at the factory for factory-built nonresidential structures will be conducted by the Division of Housing certified personnel. Factory-built nonresidential structures approved by the Division of Housing will bear an official insignia. The state's code review agent will indicate the site related inspections that are required.

G. Coordination with the Air Pollution Control Division of the Colorado Department of Public Health and Environment

The Colorado General Assembly has created the Air Pollution Control Division within the Department of Public Health and Environment to adopt and enforce regulations for asbestos abatement. State Buildings Program supports the Division's efforts in ensuring compliance with the adopted regulations.

1. Codes. The Air Pollution Control Division enforces Regulation No. 8 Part B Asbestos adopted by the Air Quality Control Commission. Contact the Air Pollution Control Division for all state and federal regulations requiring inspections for asbestos.
2. Amendments. The Division may issue amendments to Regulation No. 8. Compliance with current regulations is mandatory.
3. Variances. State Buildings Program is not involved in approving variances. Requests for approval of alternative procedures should be addressed to the Permit Coordinator at the Air Pollution Control Division at (303) 692-3100.
4. All Renovation Projects. The structures/components to be disturbed must be inspected for asbestos by a state certified asbestos inspector. If the amount of asbestos-containing material to be disturbed exceeds the following trigger levels then an abatement contractor must remove the material.

In single family residences, the trigger levels are 50 linear feet on pipes, 32 square feet on other surfaces, or the volume equivalent of a 55 gallon drum.

In other than single family residences, the trigger levels are 260 linear feet on pipes, 160 square feet on other surfaces, or the volume equivalent of a 55 gallon drum.

A certified removal contractor must remove asbestos containing materials that are regulated or may become regulated before they are disturbed by renovation or demolition activities. A written notification to DPHE, payment of a notification fee and a ten (10) working day waiting period is required before the removal of regulated asbestos containing materials.

5. Demolitions, Destructive Salvage, House Moving. The building must be inspected for asbestos by a state certified asbestos inspector. Asbestos removal (if necessary) must be performed by a certified removal contractor. A Notification of Demolition form must be submitted to DPHE even if no asbestos was found during inspection; payment of a notification fee and a ten (10) working day waiting period are required before the demolition can proceed.

SECTION V. COMPLIANCE

A. Agency Action Plan for Building Code Compliance

Each agency and institution of the state is required to complete the Agency Action Plan for Building Code Compliance annually to describe their action plan for code compliance in accordance with this policy. The completed Agency Action Plan for Building Code Compliance (see Exhibit K) is to be returned to SBP with the Annual Facility Management Reporting early in each fiscal year for review and approval. A Memorandum of Understanding with the local fire district is to be provided every five years.

B. Building Code Compliance Documentation Submittal

Agencies are required to submit the following documents to State Buildings Program when a project is complete and closed out.

Delegated agencies/IHE should send an electronic copy of the following:

1. Notice to Proceed (SBP-6.26) or (SBP-7.26)
2. Compliance Notice (including building inspection recommendations) issued by the code review agent with certification, if required, and documentation concerning alternative methods, modifications, and appeals, if applicable, or a memo from the agency with email from code review agent stating why code review was not required
3. Building Inspection Record (SBP-BIR)
4. Notice of Approval of Occupancy/Use (SBP-01).

The documents should be submitted along with the Code Compliance Documentation Submittal memo (Exhibit L-1).

EXHIBIT F

APPROVED STATE BUILDING CODES

Approved building codes and standards are adopted by the Office of the State Architect (herein referred to as State Buildings Program (SBP)) and other state authorities, and are identified below. These minimum requirements are to be applied to all construction at state agencies and institutions of higher education owned facilities.

The 2018 edition of the International Building Code (IBC)

(As adopted by the Colorado State Buildings Program as follows: Chapter 1 as amended, Chapters 2-35 and Appendices C and I)

The 2018 edition of the International Existing Building Code (IEBC)

(As adopted by the Colorado State Buildings Program as follows: Chapters 2-16, Appendices A-C and Resource A) Effective July 1, 2016.

The 2018 edition of the International Mechanical Code (IMC)

(As adopted by the Colorado State Buildings Program as follows: Chapters 2-15 and Appendix A)

The 2018 edition of the International Energy Conservation Code (IECC)

(As adopted by the Colorado State Buildings Program)

The 2017 edition of the National Electrical Code (NEC) (NFPA 70®)

(As adopted by the Colorado State Electrical Board) Effective July 1, 2017.

The 2018 edition of the International Plumbing Code (IPC)

(As adopted by the Colorado Examining Board of Plumbers)

The 2018 edition of the International Fuel Gas Code (IFGC)

(As adopted by the Colorado Examining Board of Plumbers)

The National Fire Protection Association Standards (NFPA)

(As adopted by the Department of Public Safety/Division of Fire Prevention and Control)

The 2018 edition of the International Fire Code (IFC)

(The 2015 edition continues to be adopted by the Department of Public Safety/Division of Fire Prevention and Control (DFPC). Projects requiring DFPC review should be designed with the most restrictive requirements)

The 2015 edition of the ASME Boiler and Pressure Vessel Code

(As adopted by the Department of Labor and Employment/Boiler Inspection Section) Effective July 1, 2017.

The 2017 edition of the National Boiler Inspection Code (NBIC)

(As adopted by the Department of Labor and Employment/Boiler Inspection Section) Effective July 1, 2017.

The 2015 edition of the Controls and Safety Devices for Automatically Fired Boilers CSD-1

(As adopted by the Department of Labor and Employment/Boiler Inspection Section) Effective July 1, 2017.

The 2015 edition of the Boiler and Combustion Systems Hazards Code, NFPA 85

(As adopted by the Department of Labor and Employment/Boiler Inspection Section) Effective July 1, 2017.

The 2013 edition of ASME A17.1 Safety Code for Elevators and Escalators

(As adopted by the Department of Labor and Employment/Conveyance Section) Effective April 1, 2017

The 2005 edition of ASME A17.3 Safety Code for Existing Elevators and Escalators
(As adopted by the Department of Labor and Employment/Conveyance Section)

The 2011 edition of ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts
(As adopted by the Department of Labor and Employment/Conveyance)

The current edition of the Rules and Regulations Governing the Sanitation of Food Service Establishments
(As adopted by the Department of Public Health and Environment/Colorado State Board of Health)

The Current edition of ICC/ANSI A117.1, Accessible and Usable Buildings and Facilities
(As adopted by the Colorado General Assembly as follows: CRS 9-5-101, as amended, for accessible housing)

Note: Additional codes, standards and appendices may be adopted by the state agencies and institutions in addition to the minimum codes and standards herein adopted by State Buildings Programs.

1. The 2018 edition of the IBC became effective on July 1 of 2019. Consult the state electrical and plumbing boards and the state boiler inspector and conveyance administrator and the Division of Fire Prevention and Control for adoption of current editions and amendments to their codes.
2. Projects should be designed and plans and specifications should be reviewed based upon the approved codes at the time of A/E contract execution. If an agency prefers to design to a different code such as a newer edition of a code that State Buildings Programs has not yet adopted, the agency must contact SBP for approval and then amend the A/E contract with a revised Exhibit C, Approved State Building Codes. Please note that the state plumbing and electrical boards enforce the editions of their codes that are in effect at the time of permitting not design.
3. The state's code review agents, or the State Buildings Programs approved agency building official, shall review all documents for compliance with the codes stipulated herein. Note: The Department of Public Health and Environment, Division of Consumer Protection will review drawings for food service related projects.
4. This policy does not prohibit the application of various life safety codes as established by each agency for specific building types and funding requirements. NFPA 101 and other standards notwithstanding, approved codes will supersede where their minimum requirements are the most restrictive in specific situations. If a conflict arises, contact State Buildings Programs for resolution.
5. It is anticipated that compliance with the federal Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) and Colorado Revised Statutes Section 9-5-101 will be met by compliance with the 2015 International Building Code and ICC/ANSI A117.1. However, each project may have unique aspects that may require individual attention to these legislated mandates.
6. The 2018 edition of the International Building Code (IBC) is to be applied to factory-built nonresidential structures as established by the Division of Housing within the Department of Local Affairs.

A. Appendices

Appendices are provided to supplement the basic provisions of the codes. Approved IBC Appendices are as follows:

1. **Mandatory**
IBC Appendix Chapter C - Agricultural Buildings
IBC Appendix Chapter I - Patio Covers
2. **Optional**
Any non-mandatory appendix published in the International Building Code may be utilized at the discretion of the agency. Use of an appendix shall be indicated in the project code approach.

B. Amendments

1. International Building Code, Chapter 1 as amended

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

EXHIBIT G

General Conditions of the Construction Contract (Form SC-6.23)

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



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

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

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

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

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

ARTICLE 1. DEFINITIONS

CONTRACT DOCUMENTS

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

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

DEFINITIONS OF WORDS AND TERMS USED

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

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

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

27. SUBMITTALS. The term "submittals" means drawings, lists, tables, documents and samples prepared by the Contractor to facilitate the progress of the Work as required by these General Conditions or the Drawings and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of subcontractors, construction progress schedules, schedules of values, applications for payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are *required* by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract Documents.
28. SUBSTANTIAL COMPLETION. The terms "substantial completion" or "substantially complete" mean the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents as modified by any Change Orders, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion can be issued. Portions of the Project may, at the discretion of the Principal Representative, be designated as substantially complete.
29. SUPPLIER. The term "Supplier" shall mean any manufacturer, fabricator, distributor, material man or vendor.
30. SURETY. The term "Surety" shall mean the company providing the labor and material payment and performance bonds for the Contractor as obligor.
31. VALUE ENGINEERING. "Value Engineering" or "VE" is defined as an analysis and comparison of cost versus value of building materials, equipment, and systems. VE considers the initial cost of construction, coupled with the estimated cost of maintenance, energy use, life expectancy and replacement cost. VE related to this Project shall include the analysis and comparison of building elements in an effort to reduce overall Project costs, while maintaining or enhancing the quality of the design intent, whenever possible.
32. WORK. The term "Work" shall mean all or part of the labor, materials, equipment, and other services required by the Contract Documents or otherwise required to be provided by the Contractor to meet the Contractor's obligations under the Contract.

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

A. EXECUTION

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

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

B. CORRELATION

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

C. INTENT OF DOCUMENTS

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

In any event, if any error exists, or appears to exist, in the requirements of the Drawings or Specifications, or if any disagreement exists as to such requirements, the Contractor shall have the

same explained or adjusted by the Architect/Engineer before proceeding with the Work in question. In the event of the Contractor's failure to give prior written Notice of any such errors or disagreements of which the Contractor or the Subcontractors at any tier are aware, the Contractor shall, at no additional cost to the Principal Representative, make good any damage to, or defect in, Work which is caused by such omission.

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

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

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

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

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

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

D. PARTNERING, COMMUNICATIONS AND COOPERATION

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

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

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

ARTICLE 3. COPIES FURNISHED

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

ARTICLE 4. OWNERSHIP OF DRAWINGS

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

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

ARTICLE 5. ARCHITECT/ENGINEER'S STATUS

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

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

A. DECISIONS

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

B. JUDGMENTS

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

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

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

C. ACCESS TO WORK

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

D. INSPECTION

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

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

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

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

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

ARTICLE 7. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

The Contractor shall employ, and keep present (as applicable) on the Project during its progress, a competent project manager as satisfactory to the Principal Representative. The project manager shall not be changed except with the consent of the Principal Representative, unless the project manager proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The project manager shall represent the Contractor for the Project, and in the absence of the Contractor, all directions given to the project manager shall be as binding as if given to the Contractor. Directions received by the project manager shall be documented by the project manager and communicated in writing with the Contractor.

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

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

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

ARTICLE 8. MATERIALS AND EMPLOYEES

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

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

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

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

A. SURVEYS

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

B. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Unless otherwise specified in the Specifications, no local municipal or county building permit shall be required. However, State Buildings Program requires each Principal Representative to

administer a building code inspection program, the implementation of which may vary at each agency or institution of the State. The Contractors' employees shall become personally familiar with these local conditions and requirements and shall fully comply with such requirements. State electrical and plumbing permits are required, unless the requirement to obtain such permits is altered by State Building's Programs. The Contractor shall obtain and pay for such permits.

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

C. TAXES

1. Refund of Sales and Use Taxes

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

2. Federal Taxes

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

D. LAWS AND REGULATIONS

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

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

ARTICLE 10. PROTECTION OF WORK AND PROPERTY

A. GENERAL PROVISIONS

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

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

B. SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees on the Project, and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He or she shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of Workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he or she shall designate a responsible member of his or her organization on the Project, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Architect/Engineer by the Contractor.

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

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

C. EMERGENCIES

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

ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK

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

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

ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES

A. REQUESTS FOR INFORMATION

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

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

B. SCHEDULES

1. Submittal Schedules

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

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

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

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

agree to the Contractor's schedules. The Principal Representative shall attempt to resolve any disagreements.

2. Schedule of Values

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and Principal Representative, for approval, and to the State Buildings Program when specifically requested, a complete itemized schedule of the values of the various parts of the Work, as estimated by the Contractor, aggregating the total price. The schedule of values shall be in such detail as the Architect/Engineer or the Principal Representative shall require, prepared on forms acceptable to the Principal Representative. It shall, at a minimum, identify on a separate line each division of the Specifications including the general conditions costs to be charged to the Project. The Contractor shall revise and resubmit the schedule of values for approval when, in the opinion of the Architect/Engineer or the Principal Representative, such resubmittal is required due to changes or modifications to the Contract Documents or the Contract sum.

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

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

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

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

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

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

3. Construction Schedules

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

unless such earlier completion is approved in writing by the Principal Representative and State Building Programs.

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

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

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

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

ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. SUBMITTAL PROCESS

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

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

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

B. FABRICATION AND ORDERING

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

C. **DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS**

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

D. **CONTRACTOR REPRESENTATIONS**

By preparing, approving, and/or submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within each submittal with the requirements of the Work, the Project and the Contract Documents and prior reviews and approvals.

ARTICLE 14. SAMPLES AND TESTING

A. **SAMPLES**

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

B. **TESTING - GENERAL**

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

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

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

C. **TESTING - CONCRETE AND SOILS**

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

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

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

D. TESTING - OTHER

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

ARTICLE 15. SUBCONTRACTS

A. CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES OR COLORADO

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

B. SUBCONTRACTOR LIST

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

C. SUBCONTRACTOR SUBSTITUTIONS

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

D. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

The Contractor shall not employ any Subcontractor that the Architect/Engineer, within ten (10) days after the date of receipt of the Contractor's list of Subcontractors or any supplemental list, objects to in writing as being unacceptable to either the Architect/Engineer, the Principal Representative or State Buildings Program. If a Subcontractor is deemed unacceptable, the Contractor shall propose a

substitute Subcontractor and the Contract sum shall be adjusted by any demonstrated difference between the Subcontractor's bids, except where the Subcontractor has been debarred by the State or fails to meet qualifications of the Contract Documents to perform the Work proposed.

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

ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind each Subcontractor to the terms of these General Conditions and to the requirements of the Drawings and Specifications, and any Addenda thereto, and also all the other Contract Documents, so far as applicable to the Work of such Subcontractor. The Contractor further agrees to bind each Subcontractor to those terms of the General Conditions which expressly require that Subcontractors also be bound, including without limitation, requirements that Subcontractors waive all rights of subrogation, provide adequate general commercial liability and property insurance, automobile insurance and workers' compensation insurance as provided in Article 25, Insurance.

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

ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

ARTICLE 18. SEPARATE CONTRACTS

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

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

ARTICLE 19. USE OF PREMISES

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

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

ARTICLE 20. CUTTING, FITTING OR PATCHING

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

ARTICLE 21. UTILITIES

A. TEMPORARY UTILITIES

Unless otherwise specifically stated in the Specifications or on the Drawings, the Principal Representative shall be responsible for the locations of all utilities as shown on the Drawings or indicated elsewhere in the Specifications, subject to the Contractor's compliance with all statutory or regulatory requirements to call for utility locates. When actual conditions deviate from those shown the Contractor shall comply with the requirements of Article 37, Differing Site Conditions. The Contractor shall provide and pay for the installation of all temporary utilities required to supply all the power, light and water needed by him and other Contractors for their Work and shall install and maintain all such utilities in such manner as to protect the public and Workmen and conform with any applicable laws and regulations. Upon completion of the Work, he or she shall remove all such temporary utilities from the site. The Contractor shall pay for all consumption of power, light and water used by him or her and the other Contractors, without regard to whether such items are metered by temporary or permanent meters. The Superintendent shall have full authority over all trades and Subcontractors at any tier to prevent waste. The cut-off date on permanent meters shall be either the agreed date of the date of the Notice of Substantial Completion or the Notice of Approval of Occupancy/Use of the Project.

B. PROTECTION OF EXISTING UTILITIES

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

C. CROSSING OF UTILITIES

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

ARTICLE 22. UNSUITABLE CONDITIONS

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

ARTICLE 23. TEMPORARY FACILITIES

A. OFFICE FACILITIES

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

B. TEMPORARY HEAT

The Contractor shall furnish and pay for all the labor, facilities, equipment, fuel and power necessary to supply temporary heating, ventilating and air conditioning, except to the extent otherwise specified, and shall be responsible for the installation, operation, maintenance and removal of such facilities and

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

C. **WEATHER PROTECTION**

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

D. **DUST PARTITIONS**

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

E. **BENCH MARKS**

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

F. **SIGN**

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

G. **SANITARY PROVISION**

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

ARTICLE 24. CLEANING UP

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

ARTICLE 25. INSURANCE

A. **GENERAL**

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

Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

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

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

The following coverages shall be included in the CGL:

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

The following exclusionary endorsements are prohibited in the CGL policy:

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

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

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

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

Coverages:
Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

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

F. BUILDER'S RISK INSURANCE

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

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

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

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

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

The Contractor shall waive all rights of subrogation as regards the State of Colorado and the Principal Representative, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance

applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

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

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

G. POLLUTION LIABILITY INSURANCE

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

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS

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

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

ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

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

If, at any time, a Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract Documents or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor shall furnish to State

Buildings Program within ten (10) days after receipt of Notice from the State or after the Contractor otherwise becomes aware of such conditions.

ARTICLE 27. LABOR AND WAGES

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

ARTICLE 28. ROYALTIES AND PATENTS

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

ARTICLE 29. ASSIGNMENT

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

ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE

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

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

If the Contractor does not perform repair, correction and replacement of defective Work, in lieu of proceeding by issuance of a Notice of intent to remove condemned Work as outlined above, the Principal

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

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

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

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

ARTICLE 31. APPLICATIONS FOR PAYMENTS

A. CONTRACTOR'S SUBMITTALS

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

If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish

the Principal Representative's title to such material or otherwise adequately protect the Principal Representative's interests, and shall provide proof of insurance whenever requested by the Principal Representative or the Architect/Engineer, and shall be subject to the right to inspect the materials at the request of either the Architect/Engineer or the Principal Representative.

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

B. ARCHITECT/ENGINEER CERTIFICATION

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

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

C. RETAINAGE WITHHELD

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

D. RELEASE OF RETAINAGE

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

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

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

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

If the Principal Representative considers the Contractor's request for such release satisfactory and supported by substantial reasons, the Architect/Engineer shall make a "final inspection" of the applicable portion of the Project to determine whether the Subcontractor's Work has been completed in accordance with the Contract Documents. A final punch list shall be made for the Subcontractor's Work and the procedures of Article 41, Completion, Final Inspection, Acceptance and Settlement, shall be followed for that portion of the Work, except that advertisement of the intent to make final payment to the Subcontractor shall be required only if the Principal Representative has reason to believe that a supplier or Subcontractor to the Subcontractor for which the request is made, may not have been fully paid for all labor and materials furnished to the Project.

ARTICLE 32. CERTIFICATES FOR PAYMENTS

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

ARTICLE 33. PAYMENTS WITHHELD

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

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

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

ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK

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

ARTICLE 35. CHANGES IN THE WORK

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

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

A. THE VALUE OF CHANGED WORK

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

3. Except as otherwise provided in Article 35B, Detailed Breakdown, the Cost Principles of the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall govern all Contract changes.

B. DETAILED BREAKDOWN

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

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

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

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

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

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

On proposals for Work involving both additions and credits in the amount of the Contract sum, the overhead and profit will be allowed on the net increase only. On proposals resulting in a net deduct to the amount of the Contract sum, profit on the deducted amount shall be returned to the Principal Representative at fifty percent (50%) of the rate specified. The inadequacy of the profit specified shall not be a basis for refusal to submit a proposal.

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

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

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

C. HAZARDOUS MATERIALS

1. The Principal Representative represents that it has undertaken an examination of the site of the Work and has determined that there are no hazardous substances, as defined below, which the Contractor could reasonably encounter in its performance of the Work. In the event the Principal Representative so discovers hazardous substances, the Principal Representative shall render harmless such hazards before the Contractor commences the Work.
2. In the event the Contractor encounters any materials reasonably believed to be hazardous substances which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Principal Representative, in writing. For purposes of this Agreement, "hazardous substances" shall include asbestos, lead, polychlorinated biphenyl (PCB) and any or all of those substances defined as "hazardous substance", "hazardous waste", or "dangerous or extremely hazardous wastes" as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), and shall also include materials regulated by the Toxic Substances Control Act (TSCA), the Clean Air Act, the Air

Quality Act, the Clean Water Act, and the Occupational Safety and Health Act. The Work in the affected area shall not therefore be resumed except by written agreement of the Principal Representative and the Contractor, if in fact materials that are hazardous substances have not been rendered harmless. The Work in the affected area shall be resumed only in the absence of the hazardous substances or when it has been rendered harmless or by written agreement of the Principal Representative and the Contractor.

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

D. EMERGENCY FIELD CHANGE ORDERED WORK

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

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

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

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

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

Principal Representative to perform Work which is determined to be within the performance required by the Contract Documents; the Contractor's remedy shall be as described elsewhere in these General Conditions.

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

ARTICLE 36. CLAIMS

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

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

Unless it is the Architect/Engineer's judgment and determination that the Work is not included in the performance required by the Contract Documents, the Contractor shall proceed with the Work as originally directed. Where the Contractor's claim involves a dispute concerning the value of Work unilaterally directed pursuant to Article 35.A.2 the Contractor shall also proceed with the Work as originally directed while his or her claim is being considered.

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

The Principal Representative shall respond in writing, with a copy to the Architect/Engineer, within a reasonable time, and except where a request for facilitation of negotiation has been made as hereafter provided, in no case later than seven (7) business days (or at such other time as the Contractor and

Principal Representative agree) after receipt of the Contractor's Notice of claim regarding such instructions or alleged act or omission. If no response to the Contractor's claim is received within seven (7) business days of Contractor's Notice (or at such other time as the Contractor and Principal Representative agree) and the instructions have not been retracted, it shall be deemed that the Principal Representative has denied the claim.

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

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

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

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

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

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

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

ARTICLE 37. DIFFERING SITE CONDITIONS

A. NOTICE IN WRITING

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

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

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

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

B. LIMITATIONS

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

ARTICLE 38. DELAYS AND EXTENSIONS OF TIME

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

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

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

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

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

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

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

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

ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

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

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

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

The obligation to participate in facilitated negotiations shall be as described above and elsewhere in these General Conditions, as by way of example in Article 36, Claims, or Article 34, Deductions for Uncorrected Work and to the extent not more particularly described or limited elsewhere, each party's obligations shall be as follows:

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

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

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

ARTICLE 40. RIGHT OF OCCUPANCY

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

Prior to any occupancy of the Project, an inspection shall be made by the Principal Representative, State Buildings Program and the Contractor. Such inspection shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Contractor shall assist the Principal Representative in completing and executing State Form SBP-01, Approval of Occupancy/Use, prior to the Principal Representative's possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.

ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

A. NOTICE OF COMPLETION

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

B. FINAL INSPECTION

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

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

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

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

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

C. NOTICE OF SUBSTANTIAL COMPLETION

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

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

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

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

The Contractor shall have the right to request a final inspection of any discrete physical portion of the Project when in the opinion of the Principal Representative, The Architect/Engineer and State Buildings Program a final punch list can be reasonably prepared, without confusion as to which portions of the Project are referred to in any subsequent Notice of Partial Final Settlement which might be issued after such portion is finally accepted. Discrete physical portions of the Project may be, but

shall not necessarily be limited to, such portions of the Project as separate buildings where a Project consists of multiple buildings. Similarly, an addition to an existing building where the Project also calls for renovation or remodeling of the existing building may constitute a discrete physical portion of the Project. In such circumstances, when in the opinion of the Principal Representative, the Architect/Engineer and State Buildings Program, the requirements for issuance of a Notice of Substantial Completion can be satisfied with respect to the discrete portion of the Project, a partial Notice of Substantial Completion may be issued for such discrete physical portion of the Project.

D. NOTICE OF ACCEPTANCE

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

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

E. SETTLEMENT

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

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

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

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

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

ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE

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

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

ARTICLE 43. LIENS

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

such pending payment and given opportunity for a period of up to ninety (90) days to stop payment to the Contractor in the amount of such claims.

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

A. ONE-YEAR GUARANTEE OF THE WORK

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

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

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

B. SPECIAL GUARANTEES AND WARRANTIES

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

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

ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

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

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded to the Contractor, the Principal Representative, State Buildings Program, and all other participants within ten (10) days after the completion of the inspections. The punch list shall itemize all guarantee items, prior

punch list items still to be corrected or completed and any other requirements of the Contract Documents to be completed which were not waived by final acceptance because they were not obvious or could not reasonably have been previously observed. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner satisfactory to the Architect/Engineer, the Principal Representative and State Buildings Program.

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

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

ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 47. DAMAGES

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

Notice of intent to file a claim under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except that in the case of claims by the Principal Representative involving warranties against faulty Work or materials Notice shall be required only to the extent stipulated elsewhere in these General Conditions. Claims made to the Principal Representative involving extra cost or extra time arising by virtue of instructions to the Contractor to which Article 36, Claims, applies shall be made in accordance with Article

36. Other claims arising under the Contract involving extra cost or extra time which are made to the Principal Representative under this clause shall also be made in accordance with the procedures of Article 36, whether or not arising by virtue of instructions to the Contractor; provided however that it shall not be necessary to first obtain or request a written judgment of the Architect/Engineer.

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

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

A. STATE'S RIGHT TO DO THE WORK

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

B. TEMPORARY SUSPENSION OF WORK

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

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

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

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

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

C. **DELAY DAMAGES**

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

ARTICLE 49. STATE'S RIGHTS TO TERMINATE CONTRACT

A. **GENERAL**

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

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

B. **CONDITIONS AND PROCEDURES**

1. The Principal Representative may terminate the services of the Contractor, which termination shall take effect immediately upon service of Notice thereof on the Contractor and his or her Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not provide Notice to the Principal Representative of its intent to commence performance of the Contract within ten (10) days after delivery of the Notice of termination, the Principal Representative may take over the Work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the Work to completion by such means as he or she shall deem best. In the event of such termination of his or her service, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Principal Representative takes over the Work and if the unpaid balance of the contract price exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Principal Representative through the default of the Contractor, such excess shall be paid to the Contractor. If, however, the cost, expenses and damages as certified by the Architect/Engineer exceed such unpaid balance of the contract price, the Contractor and his or her Surety shall pay the difference to the Principal Representative.
2. The Principal Representative may require the Surety on the Contractor's bond to take control of the Work and see to it that all the deficiencies of the Contractor are made good, with due diligence within ten (10) days of delivery of Notice to the Surety to do so. As between the Principal Representative and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the Work, either by election upon termination of the services of the Contractor pursuant to Section B(1) of this Article 49, State's Right To

Terminate Contract, or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern the Work to be done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work, the times of completion and provisions of this Article as to the right of the Principal Representative to do the Work or to take control of all or a portion of the Work.

3. The Principal Representative may take control of all or a portion of the Work and make good the deficiencies of the Contractor, or the Surety if the Surety has been substituted for the Contractor, with or without terminating the Contract, employing such additional help as the Principal Representative deems advisable in accordance with the provisions of Article 48A, State's Right to Do the Work; Temporary Suspension of Work; Delay Damages. In such event, the Principal Representative shall be entitled to collect from the Contractor and his or her Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of Contractor, provided the Architect/Engineer approves the amount thus charged to the Contractor. If the Contract is not terminated, a Change Order to the Contract shall be executed, unilaterally if necessary, in accordance with the procedures of Article 35, Changes in The Work.

C. **ADDITIONAL CONDITIONS**

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

ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE

A. **NOTICE OF TERMINATION**

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

B. **PROCEDURES**

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

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

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

any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

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

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

The State may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the termination portion of this Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder.

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

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

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

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

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

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

on ten (10) days' written Notice to the Principal Representative and the Architect/Engineer stop Work and/or give written Notice of intention to terminate this Contract.

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

ARTICLE 52. SPECIAL PROVISIONS

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

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

B. FUND AVAILABILITY C.R.S. § 24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE

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

G. PROHIBITED TERMS

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

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

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, **(b)** shall notify the subcontractor and the contracting State Agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor

participates in the Department program, Contractor shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

ARTICLE 53. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION OF LANGUAGE

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

B. SEVERABILITY

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

C. SECTION HEADINGS

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

D. AUTHORITY

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

E. INTEGRATION OF UNDERSTANDING

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

F. NO THIRD PARTY BENEFICIARIES

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

G. WAIVER

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

H. INDEMNIFICATION

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

I. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

J. CORA DISCLOSURE

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

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

EXHIBIT H

**Scope of Work Glenwood Springs 11 Bay VSF, Communication Bldg. & Site Work, Project #23332, dated
January 5, 2020**

Design/Bid/Build Scope of Work –
Glenwood Springs 11-Bay VSF, Communications
Building and Site Work

Project #23332
January 5, 2021

PROJECT LOCATION:

202 Centennial Street
Glenwood Springs, Colorado 81601

PROJECT DESCRIPTION:

Qualified contractors are invited to bid on the construction of a new 11-bay Vehicle Storage Facility (VSF) and a new Communications Building in Glenwood Springs. The project is located on an existing CDOT site just south of interstate I-70 and west/north of Devereux Road.

The new VSF shall be an 11,000 square foot pre-engineered metal building (PEMB) with a standing seam metal roof. This VSF will contain ten 20'-0" x 50'-0" bays used to store CDOT plow trucks, two of which will be used as wash bays and have waterproofed finishes and fixtures, as well as one single story administration area adjacent to the vehicle bays. The flooring shall be concrete slab-on-grade with a 20-foot concrete apron at the overhead doors.

The project will also include a new 2,100 square foot PEMB Communications Building measuring 42'-0" x 50'-0" with a 20-foot concrete apron at the overhead door side. This building will have one vehicle bay and an administrative area with server rooms.

The site currently houses two existing VSFs, a sand shed, an existing communications building, a Magnesium-Chloride containment structure, a fuel tank and several storage sheds. One existing VSF building shall be demolished by CDOT under a separate contract (prior to General Contractor mobilization for this project) to make way for the new Communications Building. Due to the narrowness of the site, and the requirement to maintain uninterrupted communications services, the project scope will need to be divided into four phases:

Phase One: demolition of existing VSF by CDOT vendor

Phase Two: construction of new Communications Building and achievement of 100% Operational Status

Phase Three: demolition of existing Communications Building (by CDOT vendor) Contractor to coordinate with CDOT for the scheduling of this work.

Phase Four: construction of new 11-bay VSF, final site work.

The existing fuel tank and mag-chloride containment structures shall be relocated on site into new containment structures constructed under this contract. One existing storage shed shall be demolished (by CDOT) during Phase Three.

The site is served by City of Glenwood Springs water, sewer and electrical service. Natural gas is provided by Black Hills Energy.

Storm water treatment will occur via a shared cyclone filter with the neighboring Caverns Village / Iron Mountain Hot Springs properties, under separate contract.

SCOPE OF SERVICES:

The following documents will be distributed at a mandatory pre-bid meeting: Drawings and Specifications by the contracted Architect D2C Architects, Civil Engineer Collins Engineering, Structural engineer Farnsworth Group and Mechanical, Electrical and Plumbing Engineers Farnsworth Group. Additionally, a geotechnical report prepared by the geotechnical engineer of record Terracon will be provided.

The Scope of Work, Bid Drawings and Specification should all be referenced during bidding and any contradictory information should be brought to the attention of CDOT; misunderstanding of any of the Bid Drawings, Specification and/or Scope of Work will not be grounds for change orders after the bid question period.

The Contractor is responsible for obtaining (and paying for) Permits from the State Electrical Inspector and State Plumbing Inspector. By Statute, local building permits are not required. Code reviews (including framing and insulation) and one final code review inspection for each building shall be paid for by CDOT. Any additional code review inspections due to the original inspection not passing will be paid for by the Contractor.

The Contractor is responsible for responding to and satisfying code comments related to the metal building's deferred submittal. The metal buildings may not be ordered by the Contractor until a Notice of Compliance is received for the metal buildings submittal from the State's code consultant, AEC-West.

CDOT requires that the geotechnical engineer of record who provided the Geotechnical Report, Terracon, perform the independent excavation and compaction observation and all testing required, as specified. The Contractor is to contract, at its cost, with the geotechnical engineer of record for all testing, including sub-grade testing, concrete testing, and observation costs.

Terracon Contact Information: John Haas, PE John.Haas@terracon.com (303) 454-5265

This site falls under the jurisdiction of the Glenwood Springs Fire Department. Inspections by the GSFD for fire-related items are required and shall be coordinated and paid for by the Contractor. Fire alarm shop drawings are required as a deferred submittal by the fire alarm system vendor. These drawings shall be required to be sealed by a Colorado Registered Engineer. Review of fire alarm shop drawings by the GSFD are required, and any changes will need to be made by the contractor's fire system design contractor.

Refer to Project drawings and Specification for additional details and requirements.

Site Work:

Prior to any site-disturbing activities, the Contractor will be responsible for locating all utilities. The Contractor shall notify the Utility Notification Center of Colorado (UNCC) to conduct locates for buried utilities. A private locating service shall also be contacted to mark any privately-owned buried utilities that were not identified by the UNCC One-Call system.

1. The existing VSF building and foundations shall be demolished by CDOT's contractor prior to the project's notice to proceed (Phase One). Utilities will be cut and capped.

2. The site is an active CDOT site and the existing structures to remain shall need to remain operational during construction. The contractor is to coordinate with CDOT any activities that may affect site operations, utilities or access.
3. CDOT will remove and store on site the existing propane tank, generator, fuel station, and Magnesium-Chloride (Mg-Cl) tanks, coordinating timing and phasing with the Contractor. Contractor shall demolish foundations for such equipment at the appropriate times, and construct new foundations and containment structures at the appropriate times, as shown on the Drawings.
4. Demolish existing items on the site shown for removal on the Demolition Plan, C0.3, including fencing, manholes, storm sewer lines, retaining walls, sand and oil interceptors, asphalt, sanitary sewer lines, and irrigation lines as shown on the plans. Cap and seal water lines, sanitary sewer lines, and storm sewer lines as shown on the drawings, and per City of Glenwood Springs requirements. Grout fill existing storm lines to be abandoned in place per the plans.
5. Conduct site excavation and grading per the Civil Drawings. Install new retaining walls, asphalt paving, gravel paving and seeding. Provide striping at new ADA parking space.
6. Install new concrete aprons, sidewalks, steps, curbs, retaining walls, equipment pads, concrete drain pans, drain inlets and storm sewer connections as shown in the civil drawings.
7. All earthwork, backfill, and compaction shall be placed and performed in strict accordance with the Specification and Division 200, including but not limited to section 206, and Division 700 of the current edition of the CDOT Standard Specifications for Road and Bridge Construction and the geotechnical engineer recommendations.
8. Contractor shall install a new 6" water line extension from the existing stub at the property line to the new fire hydrant, and bring new water services to the new VSF and Communications Buildings per the civil and plumbing drawings.
9. Contractor shall connect to the existing 6" sanitary sewer line at the point indicated on the drawings, and install new 6" sanitary sewer lines and manholes as shown on the plans to connect the new Communications Building and new VSF to the sanitary sewer system.
10. Contractor shall connect to the existing natural gas service on site and connect the new VSF and Communications Building to the gas service as shown on the civil and plumbing drawings.
11. Contractor to provide new pad, bollards, underground piping and electric for the relocated Liquid Propane tank. Coordinate with owner for timing and installation of the tank.
12. Provide new underground electric conduits and conductors from existing transformers shown on plans to create a complete power loop around the site. Connect new power lines to the existing transformer serving the sand shed and existing VSF building, to the new VSF, to the new Communications Building, to the relocated fuel and Mg-Cl stations, to the new electric gate, and to vehicle-charging stations, as shown in the drawings.

13. Provide two (2) four-inch underground fiber optic conduits with innerducts as shown on the plans to close the loop from the from the existing fiber optics vault at Devereux Road and Centennial Street to the new Communications Building, then along the I-70 right-of-way to the new fiber manhole that connects to Caverns Village, per the plans.
14. Provide two (2) 2-inch conduits from the new Communications Building to the demark panels at the new VSF, existing VSF, new Communications Building, and to the fuel pad, Mg-CL tanks, and gate, as shown in the drawings. Cabling shall be provided and installed by owner.
15. Construct new vinyl-coated chain link fence and electric-powered gate per civil and electrical plans and details.

Storm Water Quality Permit:

16. Because the area of disturbance is greater than an acre (2.82 acres), the Contractor shall be responsible for obtaining and paying for a construction Storm Water Quality Permit with Colorado Department of Public Health and Environment (CDPHE). The Storm Water Management Plan (SWMP) drawings are provided in the civil drawings as required for permit; a SWMP Narrative is included in the Bid Documents. Contractor shall obtain a SWMP Application. Both CDOT and the contractor will be permit holders. Details of the permit can be found here: <https://www.colorado.gov/pacific/cdphe/cor400000-stormwater-discharge>
17. All required 14 day inspections (and within 24 hours of a water event) during the course of the project, per the SWMP Permit, must be conducted by a Certified Transportation Erosion Control Supervisor. The certified Supervisor cannot be the Project Superintendent. Contractor to provide this inspector on-site as needed. Note that the CDOT standards regarding correction of findings was updated in August 2018.

Pre Engineered Metal Buildings:

18. (VSF Building) Provide an 11,000 square foot pre-engineered metal building (PEMB) with ten vehicle storage bays, two of which are wash bays, and one which is for Colorado State Patrol Vehicles. Provide two demising walls separating the bays per the drawings. Provide an administrative area with restrooms, storage and offices. Provide a restroom and storage area at the State Patrol vehicle bay.
19. (Communications Building) Provide a 2,100 square foot pre-engineered metal building (PEMB) with one vehicle storage bay and one administrative/storage bay, which are separated by a demising wall per the drawings. Provide administrative areas with restrooms, storage, offices and communications equipment rooms.
20. It is required that the contractor and PEMB manufacturer follow the building layouts and details shown on the drawings, including all engineering disciplines. Modification of the design drawing information without prior authorization by CDOT and the engineering team will result in the contractor being responsible for any A/E or PEMB re-design work or drawing modification. All X-bracing should be as located in the drawings.

21. Both the VSF building and Communications Building are required to be designed as "Partially Enclosed" for wind load determination and lateral design. All lateral load and other parameters for building design are shown on the Structural Drawings.
22. The structures shall be comprised of a pre-engineered metal building, from CDOT's approved vendor list as specified in Specification Section 13 34 19 and on the Drawings.
23. The roof structure of both the VSF and Communications Building is shed style standing seam roof. Refer to the drawings for roof slopes.
24. The wall panels for both buildings shall be comprised of minimum 26 gauge, prefinished, steel siding. The roof panels shall be comprised of minimum 24 gauge, prefinished, metal roofing. Trim, flashing and expansion joint covers to match adjacent metal panel. Only the specified Hylar/Kynar finishes are acceptable for exterior metal panels. Silicon resin exterior finishes are not acceptable and will not be approved.
25. All exposed structural steel in the buildings, not covered with fiberglass reinforced panel and/or metal liner panel shall be painted per the Specification. Exposed metal in the wash bay shall be painted with epoxy paint.
26. Provide snow guards, gutters, downspouts and splash blocks at locations shown in the Drawings.
27. There shall be a shed-style canopy over some of the exterior man doors.
28. The entire structure shall be accessible and meet all the provisions of ICC/ANSI A117.1.
29. Project schedule will not be extended due to delay from or caused by the pre-engineered metal building manufacturer. Liquidated Damages of \$875 per day as listed in the Contract will be enforced.

Concrete:

30. The VSF and Communications Building are slab-on-grade with spread footings and includes a 3 foot high concrete curb on the north side. There are 8 inch curbs around the building perimeter and at the wash bay demising walls.
31. The VSF building and Communications Building shall each have a concrete approach apron that extends from the overhead door 20 feet out from the building. Thickness and reinforcing of slabs shall be as scheduled on the structural drawings and slope away from the building to drain. The exterior concrete apron shall be broom finished and treated with penetrating sealant per the specification.
32. All interior slabs, and approach aprons in the VSF and Communications Building shall be capable of supporting the wheel load from an HS20-44 truck.
33. All rooms with floor drains shall slope to drain. Cross section slope shall not exceed ANSI cross slope. Refer to Structural and Architectural drawings for floor slope plans. Coordinate wall framing with floor elevations for each room.

34. All new interior concrete floors shall have sawn shrinkage control joints that will be filled with expansion joint filler strips and polyurethane sealant. All concrete floors shall be cured and/or sealed with concrete sealer and finished as called out in the Specification.
35. Provide concrete pads for equipment, both interior and exterior. Provide a concrete pad for the air compressor and water heater. Thickness of the pads and reinforcement shall be as scheduled on the civil and structural drawings.
36. All interior and exterior vertical joints in foundation walls are to be sealed with a non-sag urethane sealant.

Bollards:

37. Install 6-inch diameter steel pipe post bollards in and around the building, at corners and at the overhead door for protection of the structure. Provide exterior bollards to protect tanks, gas meters or other equipment as shown on the drawings. Cast bollards into an isolated foundation and extend 42 inches above the top of the adjacent slab. The pipe bollards shall be filled with concrete and painted with the yellow paint system as specified.
38. Interior plumbing and equipment in the vehicle areas shall be protected by 4 inch, bolt-down steel bollards with caps, painted safety yellow; see drawings and specification for more details.

Flooring:

39. The concrete floor and curbs throughout the buildings shall be sealed with concrete sealer per the Specification. Finishes for each room are called out in the Finish Schedule.

Walls:

40. The walls shall be insulated per the wall section details. Roof to have R-3.5 thermal blocks at purlins and multiple layers of insulation as required to meet the Specification, Drawings and ComCheck. Exterior walls to have batt and rigid insulation (at concrete curb and admin areas) in walls to meet requirement in the Specification, Drawings and ComCheck. All exterior walls and roofs shall have a vapor barrier.
41. Offices: The interior walls of the offices and restrooms shall have sound insulation. Extend walls to structure above. Note: All gypsum board walls shall have rubber base except restrooms.
42. All restroom walls shall have a minimum 4-foot high wainscot of 4 1/4 inch x 8 1/4 inch ceramic tile with bull nose cap and a 4 1/4 inch x 12 1/4 inch ceramic cove base with cement / tile backer board behind the tile. Above the tile on the walls and at the ceiling provide moisture- and mold-resistant gypsum board in the restrooms.
43. Vehicle bays: Furnish 4 foot x 8 foot x 5/8 inch sheets of plywood with fiber glass reinforced panels (FRP) on interior walled surface, as shown on drawings. Install per

manufacturer's recommendation. Balance of wall shall be finished with specified metal liner panels, from the top of the plywood to the ceiling. At overhead door wall provide FRP only.

44. Wash bay: Provide corrugated FRP panels at walls and ceilings of wash bay. Install per manufacturer's specifications. Provide flashing and corner trim pieces per the manufacturer at all edges, corners and joints.

Ceilings:

45. Offices: The ceiling in the administrative area and storage room shall be lay-in acoustical tiles in a suspended grid ceiling and gypsum board at the restrooms.
46. Vehicle Storage bays: Furnish and install pre-finished metal panel ceiling.
47. Wash bay: Furnish and install corrugated FRP panel, as specified, on walls and ceiling, and install per manufacturer's specifications.

Doors / Windows:

48. Provide 3 foot by 7 foot insulated metal exterior doors set in hollow metal frames with specified hardware as noted in the drawings. Note: Exterior doors have card access readers with lever handles. Card readers, electric strikes, conduit, back boxes and network cabling for the card readers are all to be installed by the contractor. The contractor shall employ one of the certified installers for the card reader system.
49. The exterior man doors shall have a half-panel tempered, insulated glass vision panel in each door.
50. Interior doors shall be a 3 foot by 7 foot sound-insulated, hollow metal door set in a hollow metal frame with specified hardware.
51. The VSF and Communication building shall have 16 foot by 16 foot insulated sectional overhead doors in each bay. The Colorado State Patrol bay shall have a 10 foot by 12 foot sectional overhead door. The sectional overhead doors at the VSF shall have one row of tempered glazing and two rows of insulated polycarbonate glazing at the wash bay.
52. Doors into/out of wash bay are to have stainless steel hardware as specified.
53. The exterior of the VSF building shall be fitted with operable aluminum windows for office areas and fixed clerestory windows in VSF and Communications Building, located per drawings. Windows to be insulated with low-e glazing in compliance with the Energy ComChecks and Specification.
54. Office interiors have fixed hollow metal frames with windows facing into the vehicle areas.

Casework and shelving:

- 55. Provide built in casework with countertop, backsplash and cabinets at the kitchenette area in the VSF. Total depth of casework and countertop is not to exceed 24 inches to comply with ADA reach requirements for outlets, see drawings.
- 56. Provide 30-inch deep countertops with grommets and plastic laminate supports at the crew area in the VSF. Provide 12-inch deep adjustable melamine shelving above the countertops as located on the plans.
- 57. Provide 20-inch deep adjustable melamine shelving in the VSF Storage Room.

Heating, Cooling and Ventilation:

- 58. Vehicle bays: Provide exhaust ventilation with wall-mounted exhaust fans and louvers. The wash bay shall have NEMA4X rated exhaust fans and a supply louver. Exhaust fans in the vehicle areas shall be tied to carbon monoxide / nitrogen dioxide (CO/NO2) detectors and shall have an override for users to turn the fans on as needed. Override system shall not disable the detection system. Provide a waterproof enclosure for detector in wash bay.
- 59. Provide 56 inch (26 inch blades) ceiling fans in each VSF bay. There are no fans in the wash bays or the Communications Building.
- 60. Vehicle Bays at VSF and Communications Building: Provide infrared, low-intensity, gas-fired tube heaters, suspended from the roof with runs coordinated with-in areas shown on drawings. Radiant tube heaters in wash bay shall be rated for wet environments.
- 61. The administrative areas shall have Unit Heaters / split system outdoor units, as shown on the mechanical drawings. The Communications Building computer rooms shall have CRAC units as scheduled on the mechanical drawings. All exterior piping to have hard cover UV protection over the insulation, as specified.

Plumbing:

- 62. Provide a trench drain in the VSF Area and the wash bay per the drawings. The trench drain is a pre-fabricated trench set into the floor slab. It is 12 inches wide and slopes to a center catch basin. The grates for the trench drain shall be HS20-44 rated. Provide catch basin with lift-out sediment tray filter per Specification and Drawings. Provide a sand and oil interceptor at each building per drawings.
- 63. Provide floor drains in the restrooms and in the vehicle storage bay by the air compressor and emergency shower, and where shown on the plumbing drawings in the Communications Building.
- 64. Provide freeze-proof exterior hose bibs and interior hose bibs located as shown on the drawings.
- 65. Wastewater from the buildings will be conveyed via a 6-inch sanitary sewer line to the City of Glenwood Springs sanitary sewer system.

66. Domestic water shall be conveyed via a 6 inch water line and shall have one fire hydrant as located on the civil drawings.
67. Provide and install one electric water heater to supply all fixtures requiring hot water in each building (one in VSF, one in Communications Building).
68. The restrooms shall include plumbing fixtures and accessories as shown on the drawings. The restrooms and all devices / accessories shall meet all the provisions on ICC/ANSI A117.1.
69. Provide a utility hand sink and mop sink with a mop holder in each building, where shown on the plans. Provide a kitchen sink in the admin area of the VSF only. Provide water stub out at location shown for an owner-provided refrigerator in the VSF only. Provide and install one high-low accessible drinking fountain in each building, where shown. Provide and install an emergency shower/eyewash station in each building, where shown.

Specialty Equipment:

70. Provide and install a waste oil collection system for the VSF. New components to be provided include the following:
 - a. A low-profile collection basin with handle that can be quick-coupled to a compressed air, waste pipe system.
71. Provide and install one (1) stationary, propane-fired, pressure washer, properly vented with flue damper and braced back to wall at VSF wash bays.
72. Provide one each (1) vertical-mount tank air compressor mounted on a concrete pad, as specified for the VSF and Communications Buildings. Provide compressed air distribution system, as specified; refer to drawings for air outlet locations.
73. Provide flammable storage cabinet in vehicle bay of the VSF building only.

Electrical:

74. Power distribution as follows: install new 120/208v, 3-phase electrical Service with new panels as shown in the electrical one line diagram. Ensure that all new equipment is selected for correct phase power.
75. Install convenience receptacles as shown on the plans. Mount at 44 inches above the floor in Vehicle Bay. Mount above counter height at kitchenette. Provide GFCI at wet areas as shown in the plans. Provide one 20 amp GFCI receptacle in each restroom.
76. Along the exterior of the buildings provide NEMA rated 20 amp duplexes (GFI and weatherproof) receptacles as shown on the drawings.
77. VSF Vehicle storage area to have one 50 amp disconnect wired for 208 volts; locate as shown on drawings.

78. All components and electrical devices within the wash bay to be NEMA 4 rated and waterproof, including all wiring and accessories.
79. At communication, provide ceiling outlets in the equipment / server rooms.

Lighting:

80. Restrooms: One (1) LED vanity fixture centered over mirror and recessed LED can light in each.
81. Each restroom shall have an occupancy sensor to operate the lights and fan with 10-minute delay. Each office will have an occupancy sensor to operate lighting.
82. VSF and Communications Building to have:
- a. LED high bay luminaries, suspended from ceiling as scheduled at VSF and Communications Building.
 - b. Wall-mounted LED strips with acrylic lens, located on back wall.
 - c. Daylight harvesting / occupancy sensors to control high bay lighting with overrides.
83. Exterior lighting: Photocell-controlled, night-sky compliant LED fixtures located on the building, as shown on drawings.
84. Provide illuminated exit signs over egress doors and other emergency lighting as required by Chapter 10 of the 2015 IBC and the IFC.

Phones / Data:

85. The contractor shall install the conduit, both underground and inside the building, boxes, covers, the demark panel and the cabinet. CDOT will have separate contractor install cabling at its cost.
86. Communication Conduit: The contractor shall trench and install the telecommunication conduit(s) from the existing communications pedestal(s) or vault(s) into the buildings and office rooms as shown on drawings. Conduit is to be minimum two inches in diameter and shall begin outside at the telecom pedestal and terminate at the demark telephone board. The installation of the conduit must follow the industry standard of using "Sweeps" and NOT elbows. The total amount of bends must not exceed 270 degrees. Should more bends be required, a pull box needs to be installed. Conduit shall have length identifying pull tape.
87. Demark: Contractor will provide and install:
- d. Telephone backboards (extended demark) to be of industry standard specification, painted plywood and shall be located per plans.
 - e. Demark cabinet per specifications mounted at 40 inches AFF on the wall adjacent to the plywood board for CDOT equipment.

88. Provide recessed boxes, covers and conduit at locations noted on the drawings for telephone/data drops. Where there is a drop ceiling, extend conduit back to the demark. All low voltage cabling shall be inside conduit.
89. Provide J-Boxes with recessed conduit in Vehicle bays for owner provided Wireless Access Point. J-Box to be at 10 feet above finish floor; coordinate height with metal girts.

Life Safety:

90. The entire facility shall have the specified smoke and/or heat and carbon monoxide detection. Smoke and/or heat detection shall be provided, designed and installed to meet all NFPA requirements, including type, location, spacing and sound pressure requirements for detectors and annunciation devices such as horns and strobes. Combined carbon monoxide/nitrogen dioxide detector shall automatically engage the ventilation system to exhaust the harmful gas. An override switch shall be provided to allow the ventilation system to be turned on/off manually.
91. Provide specified recessed Fire Alarm Control Panel (FACP) installed at a location approved by the local Fire AHJ; Fire system is a deferred submittal. FACP is typically located near one of the exterior man doors in the Admin Area, as indicated on the drawings. Panel shall NOT be placed in the wash bay and shall not protrude more than 4 inches from the wall in order to meet ADA.
92. Provide hand-held fire extinguishers, one for every 1,500 square feet and located as determined by the local Fire AHJ. Extinguishers to be mounted to wall and labeled.
93. Install one Knox-Box, as specified, by the exterior man door at the administrative bay, and one knox key switch at the gate, as required by the local Fire AHJ.

End of Scope of Work