

**Colorado State University  
Documented Quotation DQ-2022-074-JW  
“CSFS Gunnison New District Office Roof”**

**Summary**

Facilities Management at Colorado State University invites competitive documented quote responses to provide all labor and material to demo existing roof and solar, install approximately 3100 sf of new metal roof, and install temporary entry roof support columns and additional roof support framing in attic space per included plans at the new CSFS Gunnison District Office located in Gunnison, CO.

To be considered, responses must meet or exceed all listed critical specifications and requirements. All supporting drawings, technical information and terms/conditions may be accessed from included documents made part of this solicitation.

Interested parties should read and be familiar with all requirements before responding to this Documented Quote. **Important dates including any pre-bid conference or site visit are found on the cover sheet.**

**Information and Requirements:**

**A. PROJECT SCOPE/GENERAL NOTES:**

**Base Scope of Work:** Contractor will be responsible for providing all labor, material and equipment to perform the following per attached specifications:

- Remove and dispose of existing metal roof, gutter, and solar system.
- Install approximately 3100 sf of new metal roof, VEW vent boots and snow guards.
- Install temporary entry roof support columns and additional roof support framing in attic space.
- All work that is to be inspected shall be coordinated and scheduled with the CSU Project Manager a minimum of two (2) days in advance.
- Guarantee all workmanship, materials, equipment, and proper operation for a minimum period of one (1) year from the date of final acceptance.
- Complete scope and further details may be found from included project drawings file.

**Add Alt Scope of Work:**

- N/A

**Exclusions:**

- N/A

**Drawings and Plans:**

- Refer to the Project Manual and Drawings included and made part of this solicitation:  
“180703D CSFS Gunnison Roof Replacement.pdf”

**Project Notes**

- The contractor shall have a dedicated foreman for this project who are onsite at all times.
- No smoking or tobacco use on state property
- The awarded contractor is responsible for verifying all existing dimensions and conditions of the project.

- All trash and debris are to be removed from the site and disposed of properly. Do not use CSU dumpsters.
- All corridors and other project access shall be kept clean at all times.
- Protect all interior surfaces and fixtures from construction damage and return to original condition.
- The contractor shall submit roof panel design, product data sheets, color selection and attachment details to GC and Engineer for approval.
- Working hours are M-F 8AM – 5PM. Weekend hours can be accommodated.

## **B. MATERIALS SPECIFICATIONS:**

- Refer to the Drawings included and made part of this solicitation:  
“180703D CSFS Gunnison Roof Replacement.pdf”

## **C. SITE INSPECTION / PREBID CONFERENCE:**

A **MANDATORY** site visit is scheduled. See cover sheet for date, time, and location. Parking for the site visit: Contractor is required to get their own parking permits through CSU Parking and Transportation Services if required.

### **Background Checks:**

- The awarded contractor will be required to submit all employee's information working on the jobsite to Housing and Dining Services within 1 day of award. The Housing background check form will be provided and will be done to determine if the employees are approved or denied working in Braiden Hall.
- Contractor employees defined below must pass a CSU administered background check:
  - Any contractor employee who shall possess CSU building keys
  - Any unescorted contractor employee. An unescorted contractor employee is an individual who will be working inside a building without a contractor employee who passed a background check or without a CSU escort.
  - Information will be submitted to CSU per procedure and will be treated as confidential.
  - A sample background check form and process is included with this solicitation.

### **Background Checks Not Required:**

## **Construction Specific Instructions:**

See CSU Construction Standards; links listed below:

[\*\*Colorado State Construction Standards | Facilities Management\*\*](#)

Unless otherwise specified, for bids less than \$150,000, responses received for this solicitation will be governed by the CSU General Conditions and CSU Purchase Order Terms and Conditions including those for construction projects, which are attached. Any exceptions or variations may deem your response nonresponsive and withdrawn from consideration. Any exceptions or variations to these specifications must be listed on a separate attached sheet submitted with your quote. Submit additional information on separate sheet

**Bid Bond Required:** If the base bid or the sum of the base bid plus any possible combination of bid alternates is greater than fifty thousand dollars (\$50,000), the Contractor shall furnish a Bid Bond in the amount of 5% of the bid with his proposal, pursuant to State law, Title 24-105,201-203, C.R.S. 1973, as amended. The bid bond is submitted as a guaranty that the Proposal will be maintained in full force and effect for a period of thirty (30) days after the opening of Proposals. Use State Form SBP-6.14 Bid Bond. A certified or cashier's check or bank money order may be accepted in lieu of the bid bond.

**Certificate of Insurance:** The successful Contractor shall provide a Certificate of Insurance (see General Conditions of Purchase Order. The Certificate of Insurance must name Colorado State University, the Board of Governors of the Colorado State University System and the State of Colorado as additional insured.

**If bids exceed \$150,000 a formal contract, Performance Bond and Labor & Materials Bond will be required.** You may view the documents at: [Contract Forms | OSA](#) and [Procedural Forms | OSA](#)  
Contractor's Agreement SC-6.21 [SC6.21 DBB A .docx - Google Drive](#) and General Conditions of the Contract SC-6.23 [SC6.23 DBB GC.docx - Google Drive](#)

**Builder's Risk:** A Special Form Builder's Risk Insurance for Building Renovation and General Liability with Property Damage insurance policies are required if the work is to an existing structure in the dollar amount of the total project or at a minimum of \$300,000, whichever is greater. Builder's Risk will not be required when work of this Contract is solely repairing parking lots, roads, and/or sidewalks. An Installation Floater Insurance policy is required if the work is for installation of components, machinery, and/or specialized equipment in the amount of the total contract

## **Information Required from Respondents**

1. NEW CSU VENDORS: If you are a New Vendor to CSU, or recently had a Name Change or Tax ID # Change, include your W9 and the CSU Vendor Self-Certification form with your solicitation response for accurate payment setup in case of award.
2. Vendor must return the completed, signed Documented Quote cover sheet along with any completed Exhibits and information requested herein. **Responses must include a 5% bid bond for project totals in excess of \$50K. Responses over \$150,000 will be required to obtain Performance Bond and Labor + Material Payment Bond upon award.**
3. If applicable, vendors/contractors must define their warranty and ARO ship date including any expedite charges.
4. Unless otherwise stated, vendors must bid new OEM equipment – no used, demo, or remanufactured equipment will be considered.

## **Pricing**

Pricing or discount is to be provided for the entirety of the contract period. CSU understands and will consider reasonable price changes based on uncontrollable external factors such as governmental tariffs. Any such price changes must be confirmed with CSU procurement services before orders may be placed against this term bid.

Colorado State University is a Colorado sales tax exempt entity. A sales tax exemption certificate will be provided to the successful vendor on demand. If your state does not recognize our tax exemption status, then your price will be deemed to already include any and all sales or use taxes imposed.

Freight Cost & DAP: All shipments must be quoted as DAP=Destination/CSU, with freight costs included or clearly specified as a separate cost and divulged at the time of solicitation response. CSU reserves the right to schedule separate a Freight Carrier if the cost is advantageous to the University.

## **GPO/Consortium Agreements**

Please quote any GPO's, Cooperative Agreements, or Contract Pricing with added features or services for which CSU is eligible and note from what group the pricing is being provided. Colorado State University is a member of various group purchasing organizations or consortiums such as E&I, Sourcewell, Premier, Omnia Partners, Vizient, State of Colorado, and others.

## **Resident Bidder Preference**

Any bidder who wishes to be considered a resident bidder shall include with their bid, proof as defined in CRS 8-19-102 (2)(a) or (b), as follows; "Resident bidder" means: (a) a person, partnership, corporation, or joint venture which is authorized to transact business in Colorado and which maintains its principal place of business in Colorado; or (b) A person, partnership, corporation, or joint venture which: (I) Is authorized to transact business in Colorado; (II) Maintains a place of business in Colorado; (III) Has paid Colorado unemployment compensation taxes in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project, that he/she meets the definition of resident bidder as defined in C.R.S. Section 24-103-101 (6)(a) or C.R.S. Section 24-103-101 (6)(b).

## **Small Business Program**

The University is committed through our unique place in the community and our commitment to diversity as a whole, to encourage participation by small business concerns in the University's procurement process. The University encourages vendors to provide for participation of small business concerns through subcontracts or other contractual opportunities in connection with the performance of this solicitation.

### **Substitutions**

Where a brand name is provided, it is being given as a reference to a level of style, features and quality acceptable to the University. Equals will be considered as long as they meet or exceed the reference specification. ***The University will be the sole judge as to the equivalence of any offer.***

“No Substitution” means the exact make/model must be quoted. Substitutions may be allowed if clearly stated in the specifications or drawings.

### **Award Notification**

- Selection and award notice for this project will be posted on Rocky Mountain E-Purchasing System (RMEPS). Bid results will not be given over the phone.
- Selection and award notice for this project will be issued to invitees by email. Bid results will not be given over the phone.

### **Basis of Award**

Award of this project will be based upon the best value response for CSU meeting all project requirements.

### **Administrative Information**

The sole point of contact for this solicitation is: Janine Waldrep, Purchasing Agent, Email: [janine.waldrep@colostate.edu](mailto:janine.waldrep@colostate.edu). The subject line of all inquiries MUST read **“DQ-2022-074-JW: CSFS Gunnison New District Office Roof Replacement”**.

- All communication from CSU will be via postings on the Rocky Mountain E-Purchasing System (RMEPS) [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). CSU will post notices that will include, but are not limited to, any modifications to requirements; answers to questions received, and notice of award. It is the responsibility of the vendor to carefully and regularly monitor RMEPS for any such postings.
- All communication from CSU will be via email to invitees from [janine.waldrep@colostate.edu](mailto:janine.waldrep@colostate.edu). Email notices will include, but are not limited to, any modifications to requirements; answers to questions received, and notice of award. It is the responsibility of the vendor/contractor to carefully and regularly monitor for any such emails.

This solicitation is subject to the Colorado State University General Conditions for Invitation for Bid/Documented Quote available in separate attachments.

A University Purchase Order will be issued to the successful awardee(s) for awards less than \$150,000. CSU Purchase Order Terms and Conditions and General Conditions are attached/included for reference and will govern these procurements. For procurements \$150,000 and greater, the execution of a formal State contract is required.

CSU reserves the right to accept or reject proposals due to budget restrictions.

### **Documented Quote Submission**

Responses must be uploaded to Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) under the specific project solicitation number. **Submissions must confirm and conform with the latest addendum(s). It is important to check RMEPS for any published addendums prior to submission.**

Responses must be emailed to [janine.waldrep@colostate.edu](mailto:janine.waldrep@colostate.edu) using the solicitation number and name in the title. **Submissions must confirm and conform with the latest addendum(s). It is important to incorporate and acknowledge published addendums prior to submission.**

The response shall include the Vendor's complete response as noted in the section: **Information Required from Respondents.**

The Documented Quote response package must be  uploaded  received on or before **the response submission deadline**. It is the responsibility of the Vendor to ensure that the documented quote package arrives prior to this date and time.

**COLORADO STATE UNIVERSITY**  
**GENERAL CONDITIONS OF THE PURCHASE ORDER**  
**-for construction projects under \$150,000**

These General Conditions of the purchase order set forth hereinafter are acknowledged by both the Owner and the Contractor as being as much a part of the purchase order to which attached as though set forth therein. The solicitation and purchase order is in accordance with CRS 1973-Title 24, as amended.

**TABLE OF CONTENTS**

1. Definitions
2. Royalties and Patents
3. Permits, Licenses and Regulations
4. Protection of Work and Property
5. Contractor / Sub-Contractor / University Representative
6. Inspection of the Work
7. Shop Drawings
8. Schedule of Values
9. Construction Schedule
10. Superintendence of the Work
11. Changes in the Work
12. Claims for Extra Cost
13. Delays and Extensions of Time
14. Differing Site Conditions
15. Deduction for Uncorrected Work
16. Cutting and Patching
17. Insurance
18. Bonds
19. Use of Premises
20. Cleaning Up
21. Equal opportunity
22. Labor, Materials and Wages
23. Periodic Partial Payments
24. Owner's Right to Take Over the Work
25. Owner's Right to Suspend Contractor's Work
26. Liens
27. Completion, Acceptance and Final Payment
28. Guaranty and Warranties
29. Taxes
30. Post Completion Inspection

## 31. Special Provisions

### **Article 1. DEFINITIONS:**

Contract Documents consist of:

- Purchase Order
- Colorado Special Provisions
- Liability & Workmen's Compensation Certificates of Insurance
- General & Supplementary Conditions of the Purchase Order
- Drawings & Specifications including all addenda issued prior to bid opening
- Bid Solicitation
- Bid Bond
- Proposal (Bid Form)

These Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all. If there is a conflict between the drawings and specifications, the specifications govern. The Colorado Special Provisions shall always govern and control over any contrary provision in any of the Contract Documents.

Materials - Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good and uniform quality.

Purchase Order - An enforceable contract in that it is written evidence of the Owner's acceptance of the Contractor's previous and unretracted offer to perform the work subject to the purchase order for the price stated therein.

Work - the material and/or labor the Contractor is to furnish to the Owner by operation of the Purchase Order.

Owner - The Board of Governors of the Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado, also referred to as the "Principal Representative" herein. Owner shall be represented by the University Representative.

Contractor - the business entity (sole proprietorship, partnership, LLC, corporation, etc.) to which the Purchase Order is issued.

Sub-Contractor - a business entity (sole proprietorship, partnership, LLC, corporation, etc.) which has a contract with the Contractor for the performance of labor at the site of the Work, regardless of whether supplying of material is a part of such contract, but without contractual relationship to the Owner.

Supplier - a business entity (sole proprietorship, partnership, LLC, corporation, etc.) which over-the-counter or under contract furnishes the Contractor with material or equipment incorporated in the Work or otherwise incident to the Contractor's performance, but which performs no labor at the work site, other than delivery.

Architect/Engineer (A/E) - the principal architect or engineer under contract with or in the employ of the State of Colorado who prepared the working drawings and/or specifications of the Work and who will be responsible for the supervision of the Contractor's performance of the Work.

Inspector - an inspector under contract with or in the employ of the State of Colorado assigned to inspect the Contractor's performance of the Work.

University Representative - an employee of Colorado State University assigned to be the Owner's Project Manager for the Project. The Owner may designate one or more new or additional University Representative(s) at any time.

Generic Pronoun - the word "he" may be used in the Contract Documents as a generic third person singular pronoun in reference to an individual or business entity.

### **Article 2. ROYALTIES AND PATENTS:**

The Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify, defend, and save the State of Colorado harmless from loss, damage, claims and expenses (including reasonable attorney(s)' fees) on account thereof.

### **Article 3. PERMITS, LICENSES AND REGULATIONS:**

Permits and licenses required for prosecution of the Work shall be procured and paid for by the Contractor, with exception that the Owner shall be responsible to procure and pay for review of the project design for compliance with codes, rules and regulations adopted by the State of Colorado. The *Notice of Code Compliance* issued by the State code review is the building permit. The University Representative will issue State Form SBP-BIR *Building Inspection Record*, which serves as the permit inspection record to be posted by the Contractor at the project site in a protected location.

The Contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the A/E and University Representative in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the Work.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations ("Codes"), and without such notice to the A/E and University Representative, he shall bear all costs arising therefrom including the costs of promptly re-performing the Work to conform to such Codes.

#### **Article 4. PROTECTION OF WORK AND PROPERTY:**

The Contractor shall continuously maintain adequate protection of all his work and materials, protect his and the Owner's property from injury or loss arising in connection with the 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 such as may be:

- a) Directly due to errors in the Contract Documents;
- b) Caused by agents or employees of the University;
- c) Due to causes beyond the Contractor's control and not to his fault or negligence. Such damages, injuries and losses shall nevertheless be the responsibility of Contractor to the extent that the same are covered by the insurance policies that Contractor obtains, or is required to maintain, under this Contract.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and University 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 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 workmen 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 shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the University Representative 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 take due precautions when obstructing exits, exit routes, 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 to assure the safe passage of pedestrians and automobiles. Notification of the need to block or obstruct any exit, exit route, sidewalk, street or other public way shall be given the University Representative at least 7 days in advance of such blockage or obstruction.

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 University Representative, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so authorized or instructed. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement for extra compensation.

#### **Article 5. CONTRACTOR / SUB-CONTRACTOR / UNIVERSITY REPRESENTATIVE**

Contractor: The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Sub-Contractors and their agents and employees, Suppliers and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect/Engineer in his administration of the Contract, or by inspections, tests or approvals required.

Subcontractor: By an appropriate agreement, written where legally required for validity, the Contractor shall require each Sub-Contractor, to the extent of the Work to be performed by the Sub-Contractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor,

by these documents, assumes toward the Owner and the A/E. Said agreement shall preserve and protect the rights of the Owner and the A/E under the Contract Documents with respect to the Work to be performed by the Sub-Contractor, so that the subcontracting thereof will not prejudice such rights, and shall allow to the Sub-Contractor, unless specifically provided otherwise in the Contractor-Sub-Contractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents has against the Owner.

**University Representative:** The University Representative will not be responsible for the acts or omissions of the Contractor, any Sub-Contractor, any supplier, or any of their agents or employees, or any other person performing any of the Work. The University Representative shall have the right to reject all work which does not conform to the Contract Documents.

#### **Article 6. INSPECTION OF THE WORK:**

The University Representative and any other authorized representative of the Owner shall at all times have access to the site of the Work for purpose of inspection. The Contractor shall provide safe, convenient and proper facilities for such access and inspection.

The Contractor shall assure that inspections are noted and signed on State Form SBP-BIR *Building Inspection Record* at the time of inspection.

The A/E is, in the first instance, the judge of the performance of the Contract as it relates to compliance with drawings and specifications, quality of workmanship and material.

The A/E agrees that he, his structural, mechanical and electrical engineers will make, and the Contractor has the right to expect, periodic visits to the site to generally monitor 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.

Specifically, the A/E has agreed to monitor for contract compliance the following:

- a) Shop drawings;
- b) Bearing surfaces of excavations before concrete is poured;
- c) Reinforcing steel after installation and before concrete is poured;
- d) Structural concrete;
- e) Laboratory reports on all concrete;
- f) Structural steel during and after erections and prior to its being covered or enclosed;
- g) Mechanical work following its installation and prior to its being covered or enclosed;
- h) Electrical work following its installation and prior to its being covered or enclosed;
- i) General work practices or conditions as they affect the safety and health of University employees, students and public.

If any work should be covered up without approval or consent of the A/E and/or University Representative, it must, if required, be uncovered for examination at the Contractor's expense. Reexamination of questioned work may be ordered, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Contractor shall be reimbursed the cost of reexamination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless he shall show that the defect in the Work was caused by another Contractor engaged by the University Representative. In that event, the Owner shall pay such cost, with the right to reimbursement from such other Contractor. If the Specifications, the Architect/Engineer's instructions, laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Contractor shall give the University Representative timely notice of its readiness for observation by the University Representative or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, the required certificates of inspection being secured by the Contractor. If such work requiring special inspection, testing or approval should be covered up, all costs of uncovering, examination and replacement shall be paid by the Contractor.

#### **Article 7. SHOP DRAWINGS:**

The Contractor shall prepare, check and verify all field measurements and shall approve and submit to the A/E and to the University Representative shop drawings with such promptness as to cause no delay in his own work or in that of any other Contractor.

The A/E shall, with reasonable promptness, check the shop drawings to determine whether drawings and specifications have been properly interpreted and design requirements fulfilled. All corrections to the drawings shall be clearly noted and returned to the Contractor for any corrections required by the A/E.

The approval of the A/E of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the attention of the A/E to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

## **Article 8. SCHEDULE OF VALUES:**

Before filing application for his first payment, the Contractor, shall submit to the Architect/Engineer for approval, a complete, itemized Schedule of Values of the various parts of the Work, aggregating the total contract price.

This schedule, when approved, will be used in preparing Contractor's Application for Payment on State Form SBP-7.2 *Application And Certificate For Contractors Payment*.

## **Article 9. CONSTRUCTION SCHEDULE:**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule, subcontractor / supplier list and schedule of values for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

## **Article 10. SUPERINTENDENCE OF THE WORK:**

The Contractor shall keep a competent and reliable superintendent on the job at all times that labor is being performed. The superintendent, in the Contractor's absence from the site, shall stand in the stead of the Contractor and any authoritative directions given to the superintendent shall be as binding as if given to the Contractor.

## **Article 11. CHANGES IN THE WORK:**

The University Representative, without invalidating the purchase order contract, may order extra work, or make any other reasonably related changes by altering, adding to or deducting from the Work; the contract price and time for completion of the Work being adjusted accordingly by mutual agreement. CRS 1973 as amended 24-105-301 through 24-106-101 are incorporated and made a part herein by reference as if fully set forth herein.

## **Article 12. CLAIMS FOR EXTRA COST:**

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this Contract, he shall give the A/E and the University Representative written notice thereof within a reasonable time after the receipt of such instructions. In any event, before proceeding to execute the Work, except in emergency endangering life or property, the procedure shall be as provided for under Changes in the Work. No such claim shall be valid unless so made.

In all such cases, the Contractor shall keep a correct account of the extra cost, in such form as the A/E or University Representative may direct, and shall present such account, supported by receipts. The University Representative shall be entitled to reject any claim for extra cost whenever the foregoing procedure is not followed.

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 solely with the reference to the additional work, if any, required by the change, at or prior to the time of making the change.

Should conditions encountered below the surface of the ground be at variance with the conditions indicated by the Drawings and Specifications the Contract Sum shall be equitably adjusted upon claim by either party made within a reasonable time after the first observance of the conditions.

## **Article 13. DELAYS AND EXTENSIONS OF TIME:**

If the Contractor be delayed at any time in the progress of the Work by any act or neglect of the A/E, the University Representative, or any employee of the AE or the Owner, or by any separately employed Contractor, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, weather conditions out of the ordinary or any other causes beyond the Contractor's control, then the contract time shall be extended by change order for such reasonable time as the University Representative may determine.

The Contractor shall advise the A/E and the University Representative in writing within three (3) days from the beginning of the delay and shall file a written claim for an extension of time within seven (7) days after the period of delay has ceased.

This article does not preclude the recovery of damages for delay by either party under other provisions in the Contract documents.

## **Article 14. DIFFERING SITE CONDITIONS:**

The Contractor shall promptly, before such conditions are disturbed, notify the University Representative and A/E in writing of:

- 1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
- 2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required above; provided, however, the time prescribed therefor may be extended by the State.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

#### **Article 15. DEDUCTION FOR UNCORRECTED WORK:**

If the University Representative deems inexpedient the correction of damaged work or of work not performed in accordance with the contract, equitable reduction of the contract price shall be made therefor.

#### **Article 16. CUTTING, PATCHING:**

The Contractor shall do all cutting, fitting, patching or painting of his 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 implied by, the Drawings and Specifications for the complete structure, and he shall make good after them as the University Representative or A/E may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible thereof.

#### **Article 17. INSURANCE:**

The Contractor shall effect and maintain, at their own expense, during the life of the Contract, All Risk Builder's Risk Completed Value insurance if the Work is for an entirely new structure, or All Risk Installation Floater insurance if the Work is to an existing structure, in the dollar amount of the total project for which the Work of this Contract is to be done.

The Contractor shall procure, at its own expense, and maintain for duration of the Work, the following insurance coverages:

##### **Colorado State University Standard Insurance Requirements**

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

4) (only if checked ) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

5) (only if checked ) Crime/Employee Dishonesty insurance with minimum limits of liability of not less than \$1,000,000.

B. The Board of Governors of the Colorado State University System acting by and through Colorado State University, a division of the State of Colorado, shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. Contractor shall notify University at least 45 days prior to cancellation or non-renewal of the required insurance coverages.

D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

F. The contractor shall provide certificates showing insurance coverage required by this contract to the State upon

execution of this contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

A. Self-insurance programs do not meet the state's or the University's insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

H. **A Special Form Builder's Risk Insurance for Building Renovation and General Liability with Property Damage insurance policies are required if the work is to an existing structure in the dollar amount of the total project or at a minimum of \$300,000, whichever is greater. Builder's Risk will not be required when work of this Contract is solely repairing parking lots, roads, and/or sidewalks. An Installation Floater Insurance policy is required if the work is for installation of components, machinery, and/or specialized equipment in the amount of the total contract**

Insurance Forms must be submitted to the University Representative prior to the issuance of the Purchase Order.

The above insurance coverages are the standard required coverage for all projects, unless changed or modified by bid provision.

#### **Article 18. BONDS:**

**Bid Bond Required:** If the base bid or the sum of the base bid plus any possible combination of bid alternates is greater than fifty thousand dollars (\$50,000), the Contractor shall furnish a Bid Bond in the amount of 5% of the bid with his proposal, pursuant to State law, Title 24-105,201-203, C.R.S. 1973, as amended. The bid bond is submitted as a guaranty that the Proposal will be maintained in full force and effect for a period of thirty (30) days after the opening of Proposal. Use State Form SBP-6.14 *Bid Bond*. A certified or cashiers' check or bank money order may be accepted in lieu of the bid bond.

**Performance and Payment Bonds Not Required:** Pursuant to State Law, Title 24-105,201-203, C.R.S. 1973, as amended, a performance bond and a labor / material payment bond are not required when the purchase order contract price is less than one hundred fifty thousand dollars (\$150,000).

#### **Article 19. USE OF PREMISES:**

The Contractor shall confine his apparatus, storage of materials and operations of his workmen to such places and within such limits as to cause the least inconvenience to the users of the site, unless given exclusive use of such site.

The work site itself and items stored therein such as flammable and combustible materials, explosives, vehicles, etc., shall conform to applicable laws, ordinances, codes and standards.

Work that could disrupt University operations or be hazardous to University people or equipment shall be scheduled at least 7 days in advance so that alternate arrangements can be made by those operations or people affected.

**PROTECTION OF EXISTING UTILITIES.** Where existing utilities, such as water mains, sanitary sewers, storm sewers, gas lines, communications systems, and electrical conduits, are shown on the contract documents, 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 hazard or interruption or delay in the operation.

**CROSSING OF UTILITIES.** When new construction crosses highways, railroads, streets, or utilities under the jurisdiction of State, County, City or other 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 20. CLEANING UP:**

The Contractor shall at all times observe good housekeeping practices and on completion of the Work remove all tools, scaffolding and surplus materials from the premises and leave the area of his operation "broom clean". Other areas or sections of the building not under construction but accumulating dirt or dust due to the Contractor's operations shall be cleaned by the Contractor.

#### **Article 21. EQUAL OPPORTUNITY:**

Discrimination - The Contractor agrees to comply with the letter and spirit of the Colorado Anti-discrimination Act of 1957 as amended, and the applicable law respecting discrimination and unfair employment practices, (Reference 24-34-301, C.R.S. 1973, as amended, and the Governor's Executive Order of April 16, 1975 relating to equal opportunity and affirmative action, which are incorporated herein by reference).

b) The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of public Office), as amended, and that no violation of such provisions is present.

c) The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described here.

## **Article 22. LABOR, MATERIALS AND WAGES:**

Title 8-17-101, C.R.S., 1973, as amended, is applicable to this purchase order contract and reads, "Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works. The term, 'Colorado labor', as used in this article means any person who has been a bona fide resident of the State of Colorado for a period of not less than one year, without discrimination as to race, color, creed or religion.

Title 8-18-103, C.R.S., 1973, as amended, is applicable to this purchase order contract and reads, "All...public structures constructed in this State shall be constructed and maintained by materials produced or manufactured in Colorado, provided that such Colorado materials can be furnished in marketable quantities, that such preference shall not be for materials of an inferior quality to those offered by competition outside the State".

## **Article 23. PERIODIC PARTIAL PAYMENTS:**

If the purchase order contract price is one thousand dollars or less, payment to the Contractor will be made in one lump sum after completion and Owner's acceptance of the Work.

If the purchase order contract price is in excess of one thousand dollars, and the time for completion of the Work is more than one month, the Contractor may requisition and receive monthly progress payment in the amount of ninety percent of the value of the Work completed to date less the total of such previous payments, if the Contractor is satisfactorily performing the contract. Use State Form SBP-7.2 *Application And Certificate For Contractors Payment*.

Stored material for which the Contractor requests payment must be physically at the project site or secured at some other location agreed upon in writing. The Contractor shall submit bills of sale that establish the Owner's title and proof of insurance protecting the Owner's interest in material stored but not delivered to the project site.

## **Article 24. OWNER'S RIGHT TO TAKE OVER THE WORK:**

If the Contractor should fail to prosecute the Work properly and diligently, or default to performance of any provisions of the purchase order and its collateral documents, the Owner, after seven days' written notice to the Contractor and his surety (if there be such) may, without prejudice to any other remedy the Owner may have, dismiss the Contractor and complete the Work and may deduct the cost of so doing from any unpaid balance of the contract price due or to come due the Contractor. If such cost of completion of the Work be in excess of the unpaid balance of the contract price, the Contractor shall reimburse the Owner such excess or the Owner shall have cause of action at law for the amount of such excess and all costs of prosecution of such action.

## **Article 25. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S WORK:**

For good and sufficient cause; such as: (a) unsuitable weather, (b) faulty workmanship, (c) improper superintendence, (d) Contractor's failure to carry out any reasonable order or to perform any provision of the purchase order and collateral documents, or (e) any other circumstances unfavorable for prosecution of the Work, the Owner shall have the right to suspend the Contractor's performance of the Work. Notice of such suspension shall be in writing. The Contractor shall resume performance of the Work promptly when so notified in writing.

## **Article 26. LIENS:**

No mechanic's lien lies against a publicly owned building in the State of Colorado. However, as will appear in the next following article, unsatisfied creditors for labor and/or material of the construction Contractor of such a building are by law provided certain security.

## **Article 27. COMPLETION, ACCEPTANCE AND FINAL PAYMENT:**

The Contractor shall notify the Owner in writing when the Work is substantially complete in accordance with the contract, suitable for occupancy, fully cleaned and inspected for code compliance with all items of State Form SBP-BIR *Building Inspection Record* signed. The Contractor shall provide a punchlist of any incomplete items of the Work on four (4) signed copies of State Form SBP-06 *Pre-Acceptance Punchlist*. The A/E shall provide, and the Contractor shall sign, four (4) copies of State Form SBP-07 *Notice of Substantial Completion* and State Form SBP-01 *Notice of Approval of Occupancy and Use*.

Within ten days after the Contractor's declaration of completion of the Work, the Owner will make a final inspection thereof to determine whether the Work has been completed in accordance with the purchase order contract and collateral documents. If the Work is determined to be so, the Owner will complete and issue State Form SBP-07 *Notice of Substantial Completion* and State Form SBP-01 *Notice of Approval of Occupancy* signed by the Principal Representative and the State Buildings Program.

If any punch-list results of such final inspection, the Contractor shall promptly rectify all items appearing thereon.

When all items on the punchlist and required by the contract are fully complete (as noted by the A/E and University Representative on State Form SBP-05 *Pre-Acceptance Checklist*), the Owner issues State Form SBP-6.27 *Notice of Acceptance*, and the Contractor may requisition final payment, including retainage, on account of the purchase order contract price.

Before such final payment may be made for construction purchase orders in excess of \$50,000, the Owner must comply with Title 38-26-107 C.R.S. 1973, as amended, which requires that publication of a notice of final settlement with the Contractor be made twice in a newspaper of general circulation in the county wherein the purchase order contract was made and the county wherein the Work was performed. The date fixed in such notice before which final payment to the Contractor may not be made must be less than ten days after the second publication of such notice. Any unpaid creditor of the Contractor who supplied labor and/or material for the Work has those ten days in which to file with the Owner a verified statement of the amount due and unpaid. The Owner must withhold from payment to Contractor the total amount of such claims for a period of ninety days after the date in the notice fixed for settlement, but the Owner may not directly make payment to the creditor(s). If within those ninety days a creditor does not reach settlement with the Contractor, he must serve on the Owner a notice of "lis pendens" that he has brought action at law; otherwise the Owner at expiration of the ninety days will pay the Contractor the amount withheld.

#### **Article 28. GUARANTY AND WARRANTIES:**

The Contractor shall furnish the Owner with a written guaranty for one year covering all labor, materials and workmanship incorporated in the Work from the date entered on State Form SBP-07 *Notice of Substantial Completion*.

The Contractor, in instances of work performed or material or equipment furnished for which warranties are required by the specification, shall procure such warranties and deliver them to the Owner on completion of the Work. Such warranties will not lessen the Contractor's responsibilities under the purchase order documents. Whenever warranties or guarantees are required by the specifications for a period longer than one year, such longer period shall govern.

#### **Article 29. TAXES:**

Colorado State University is exempt from all Federal and/or State Taxes. Our Federal Excise Exemption Certificate of Registry is 84-730123k. Our Colorado and Local Sales Tax Exemption Number is 98-02381.

#### **Article 30. POST COMPLETION INSPECTION:**

Final payment made to the Contractor on account of the Work shall not relieve the Contractor of responsibility for faulty material or workmanship, and, unless otherwise provided, the Contractor shall remedy any defect due thereto and pay for any damages resultant therefrom which shall appear within one year from the date of final acceptance of the Work, which date will be that of the Notice of Acceptance of the Work. The Contractor, the Owner, the inspector and the A/E, about six and eleven months after acceptance of the Work, as scheduled by the University Representative, shall jointly make guaranty inspections of the Work.

If the Contractor fails promptly to correct the punch-list items of such inspections, the Owner may correct such defects and deficiencies and back charge the Contractor the cost thereof.

#### **Article 31. SPECIAL PROVISIONS.**

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §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. 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, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR. 4 CCR 801-2. 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 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. 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 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 strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW. 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. 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. CRS §24-18-201 and §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. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §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 CRS §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 CRS §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. CRS §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 he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract

## **GENERAL REQUIREMENTS FOR CSU PROJECTS**

**A. ASBESTOS / LEAD:** The University Environmental Health & Safety Office manages asbestos and lead identification, removal and control. The site of project operations will be environmentally inspected prior to construction. Documentation (Environmental Site Assessment) is provided for the contractor file. If that documentation is not available, the contractor shall not proceed with the work. Failure to comply with these terms can result in a breach of contract, and the Contractor may be suspended from any future work. If suspected asbestos or lead-containing materials are discovered during the course of work, stop work immediately and notify the appropriate University representative. Contractor is responsible to ensure that all employees working at the Colorado State University are trained, at a minimum, to OSHA 29 CFR 1926.1101 2 hour - Asbestos Awareness at no additional cost to the University. Unusual conditions may require additional training for contractor employees at no additional charge to the University.

**B. CONFINED SPACES:** The University requires appropriate physical examination, fit testing, certification and appropriate respiratory protection for employees working in confined spaces. The contractor shall provide this training to its employees at no additional cost to the University. The contractor shall provide a list of employees who are properly certified and trained to work in confined spaces

**C. PARKING:** All parking on campus is under the control of the University Parking Management Office. Parking is by permit only. Parking for construction vehicles furnished by the Contractor are special permit only. Permits may be purchased by the contractor from the University Parking Management Office. Call the Parking Management Office at 970-491-7041 for details and costs. Parking permit fees and penalties for parking violations by the contractor or its employees, subcontractors or their employees are not billable to the University.

**D. NEW PERSONNEL TO CAMPUS:** The Contractor will ensure that all personnel new to the campus shall get training about how work is performed on this campus, including but not limited to asbestos awareness, parking, authorized vehicle routes, hot-work permits, keys, interaction with students, faculty and staff, etc.

**E. BUILDING KEYS:** The Key Desk at Facilities Management is the only source of keys. A Key Request Form must be signed by the Project Manager and is valid for 30 days. The Contractor is responsible for the safekeeping of access devices and these may not be loaned to other contractors. Contractor is financially responsible for replacement of lost access devices and for the cost of lock changes due to compromised security from said loss.

**F. EMPLOYEE IDENTIFICATION:** All company employees shall have visible personal identification, either on uniform shirts or attachable nametags. All employees working in occupied student housing shall wear visible Colorado State University construction identification issued by the University through the Project Manager.

**G. SEXUAL HARASSMENT POLICY:** Contractor shall comply with Colorado State University Sexual Harassment Policy. Contractor's personnel must adhere to the Colorado State University policy and conduct themselves in a manner that does not constitute sexual harassment (as defined in the policy) at all times when working on campus and when interacting with Colorado State University faculty, staff and students.

**H. COMMUNICABILITY:** When a contractor has a team working on location, at least one crew member shall speak and understand English to facilitate communication between crew members and CSU personnel, staff and students.

**I. UTILITY OUTAGES:** All utility outages, street closures, equipment shutdown or pedestrian traffic interruption shall be scheduled in advance with the Project Manager. Delay of work due to lack of sufficient advance notice shall be at the cost of the Contractor. There are three levels of outages: Level 1 affects critical buildings or systems and requires 10-day notice. Level 2 affects parts of buildings without disruption to research or other critical activities and requires 5-day notice. Level 3 affects a small area with minor consequences and requires 2-day notice. Emergency outages require immediate notification to Facilities Dispatch 970-491-0077.

**J. HOT WORK PERMIT:** All contractors working in any existing building or facility are required to obtain a Hot Work Permit three (3) working days in advance for work that involves welding, heat treating, grinding, thawing pipe, hot riveting, soldering and brazing, power driven fasteners and similar activities involving spark, flame or heat. The permit may be obtained from the project manager.

Contractors and subcontractors shall read and comply with the requirements of the hot work permit, and with fire watch, fire alarm interruption and fire suppression interruption procedures in the International Fire Code (IFC), NFPA Standard 51B and Division 01 General Requirements of the project specifications.

The Contractor shall notify CSU dispatch (970-491-0077) three (3) working days in advance to deactivate all smoke alarms in the vicinity of the work prior to any activity involving spark, flame or heat. A \$400 penalty will be charged to the Contractor for each occurrence where failure of the Contractor to comply with this smoke alarm deactivation requirement causes a false alarm and arrival of the Poudre Valley Fire Department.

The campus inspectors, project managers and the fire marshal shall have the authority to stop improper or non-permitted hot work activities. If hot work is not in compliance with the permit requirements, the improper activities shall be stopped immediately. The Contractor shall be responsible for any damages related to improper hot work activities, including the

costs of stopping work until deficiencies are corrected. Any contractor or subcontractor violating hot work requirements three times will not be allowed to work on campus until further notice by Facilities Management.

**K. UTILITY LOCATES:** Utility Services will provide locates of most underground utilities on an as-requested basis to coordinate any excavation, installation of signs, stakes, and tents and other work that requires the surface of the ground to be disturbed. Requests for locates should be directed to the Utility Notification Center of Colorado at 1-800-922-1987 or 811. Three business day advance notice is required before excavation may begin. For more information about this process, call the Utilities Services Locates Office at 491-0188.

1. Utility Documentation: Utility Services records exposed utility systems to update the university's GIS maps. Requests for campus utility or other maps should be directed to 491-0109.
2. Unscheduled Outages: To report an emergency, call 911. To report any other problem with any utility, contact Facilities Dispatch at 491-0077, email: [fac\\_pg\\_shared\\_dispatch@mail.colostate.edu](mailto:fac_pg_shared_dispatch@mail.colostate.edu).

**L. SMOKING:** Smoking is not permitted on CSU Property.

**M. FIRE ALARM AND SPRINKLER PERMITS:** Contractors shall submit plans and shop drawings for sprinkler and fire alarm systems to the Poudre Fire Authority for review. Contractor is responsible for the plan check and permit fee, which is due at time of submission. Contractor is responsible for coordination of final inspection.

**N. WORK IN OCCUPIED STUDENT HOUSING:** For projects within or adjacent to student residences, the Contractor shall inform, all workers, subcontractors, deliverymen and anyone else coming on to the work site of these requirement for respecting the students' privacy and enjoyment of their residence halls and apartments. The work must be done in a manner that maintains the security of the residence halls and apartments, limits contact with the students, provides advance notice of any work that may affect the residents and keeps communication about the project within authorized channels.

1. Noise prior to the daily official start of work shall not disrupt students. These includes, but is not limited to, equipment warm up, radios and voice noise within the construction site and early morning deliveries that can be heard within the residence hall room or apartment.
2. Working hours for occupied-building construction are 8:00 A.M. to 5:00 P.M. Monday through Friday except for certain dates during the academic calendar year which will be stipulated in the bid documents.
3. The Contractor shall not use building furnishings at any time for any reason. If furniture has to be moved for access, the contractor must notify the University Project Manager and return the furniture in good condition to its original location immediately after the work is done.
4. Construction personnel are not authorized to be in any Housing Department space outside the construction site/work area. Requests for permission to be outside the construction site/work area for business purposes should be directed to the University Project Manager in order to enter these areas.
5. No eating, drinking, music or radios are allowed outside designated construction areas in the residence hall building or apartment areas. One area may be designated for meal and coffee breaks by the Project Manager. The Contractor is responsible for keeping the construction and break areas free of trash.
6. Security of housing facilities is paramount. Doors shall not be propped open at any time. Contractors working in a secured building shall not let anyone in. When leaving a facility at the end of a workday, the contractor must make sure that the construction site is secure.
7. If keys are required, the contractor must check out and sign for all keys at the Housing Lock Shop. Keys to student rooms, student living areas, student use areas (lounges, classrooms, recreation areas, common bathrooms, etc.) will be issued only for special circumstances where their use is absolutely required by the contractor. These keys must be checked out at the start of the workday and returned at the end of the work day, every day. Keys not directly accessing student living areas may be checked out for the duration of the project, with the permission of the University project manager.
8. The Contractor bears full responsibility access keys. A lost key may result in re-keying an entire building or complex at the Contractor's expense.
9. Requests for exceptions to the key policy must be made, in writing, to the University Project Manager, who will consult with the affected Housing Assistant/Associate Director of Housing prior to determining keys to be issued to the contractor.
10. Except for emergencies, special security arrangements must be made at least 72 hours in advance with the University Project Manager in order to enter any occupied residential space, student room or apartment, or to remove anything from a student's room or apartment. Special care shall be exercised in students' rooms or apartments or any other area outside the construction site. The University Project Manager or their designee must be notified in advance of this need and the Contractor is required to ensure compliance with all University safety and security requirements. If items need to be removed from a student occupied room or apartment the University Project Manager or his designee will assist with and/or oversee the removal and replacement of the item. Furnishings shall not be used for construction purposes. Everything in a student's room or apartment is a personal belonging and must be respected as such.
11. Contractors and subcontractors are encouraged to work in pairs (not alone) in occupied residence housing or dining space unless approval is granted by the University Project Manager.

12. The Contractor and University Project Manager are responsible to respond immediately to security and safety concerns, report to campus Police and notify the Owner for immediate response and action.