

EXHIBIT O

STATE OF COLORADO
CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT
SUPPLEMENTARY GENERAL CONDITIONS

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

ARTICLE 2. DEFINITIONS

Replace paragraph 2.1.4 as follows:

2.1.4.1. The "Date of Substantial Completion of the Work" is the date certified by the Architect/Engineer when construction is complete in accordance with the Contract Documents, the Building Inspection Cards have been fully executed, the Notice of Approval of Beneficial Occupancy (Form SBP-01) has been fully executed, the Notice of Substantial Completion (Form SBP-07) has been fully executed pursuant to paragraph 16.1.3, and the Principal Representative can fully occupy or utilize the Work for the purposes for which it is intended.

2.1.4.2 The "Date of Completion of the Work" is the date, after the Date of Substantial Completion of the Work, when all remaining items of work have been completed, all requirements of the Contract Documents are satisfied, Contract Close-out (Form SBP-06) has been fully executed, Closing-out Checklist (Form SBP-05) has been fully executed, and the Notice of Acceptance (Form SC-6.27) has been issued pursuant to paragraphs 17.1.1 and 17.2.1.

Add paragraph 2.1.26 as follows:

The Procedural Documents used in the administration and performance of the Agreement consist of:

- (a) Building Inspection Cards
- (b) Notice of Approval of Beneficial Occupancy (Form SBP-01)
- (c) Notice of Substantial Completion (Form SBP-07)
- (d) Notice of Completion Letter
- (e) Contract Close-out (Form SBP-06)
- (f) Closing-out Checklist (Form SBP-05)
- (g) Notice of Acceptance (Form SC-6.27)
- (h) Notice of Contractor's Settlement (Form SC-7.3)
- (i) Any other forms and documents mentioned or referred to throughout the Agreement, as amended

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ARTICLE 3. CONSTRUCTION MANAGER'S SERVICES

Replace paragraph 3.4.5 as follows:

The construction contingency shall be used to cover contingency costs for labor, materials, equipment and similar costs for items or work to be furnished pursuant to paragraph 1.1.1. It is not the intent of this Agreement to use the construction contingency for costs to correct any errors, omissions, mistakes or rejected work caused by subcontractors who were procured through the bidding process or by the Construction Manager while performing lump sum self performed work. However, the construction contingency may be used to cover the Construction Manager's costs to correct work resulting from insurance claims if such claims are not recovered under any insurance policy provided pursuant to this Agreement, but not including deductible expenses, and so long as the total costs under this Agreement do not exceed the Guaranteed Maximum Price. No expenditure from the construction contingency for any matters or work activities shall be made without the prior written approval of the Principal Representative, which approval shall not be unreasonably withheld, to be executed in the form of a Change Order.

Add to paragraph 3.5.15 as follows: This monthly report will be provided in design and construction phase of the project.

Add paragraph 3.5.16 as follows: "If the Construction Manager or any of its subcontractors of any tier participating in the Design Reviews observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, rules or regulations, in any respect the Construction Manager shall promptly notify the Principal Representative in writing, noting the applicable drawing or specification, and recommending an appropriate alternative for correcting the design."

Replace paragraph 3.7.4 as follows: "During the construction phase, the Construction Manager shall employ at a minimum on a full time basis a site based project management and a site based superintendent, together with such additional superintendence, project management, engineering and clerical support as may be reasonably required and appropriate to the stage of construction (as per the Construction Manager DESIGNATED SERVICES AND METHODS OF PAYMENT, Exhibit A). The Superintendent and Project Manager shall not be changed except with the consent of the Principal Representative, unless the Superintendent or Project Manager proves to be unsatisfactory to the Construction Manager or ceases to be in its employ. The Construction Manager shall employ the services of at least one person fully qualified and with a minimum of 5 years experience in critical path scheduling on projects of similar size and scope for the duration of the Contract.

Add paragraph 3.9.5.3 as follows:

.3 A Construction Manager's Schedule to the Principal Representative in an electronic format.

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Add paragraph 3.9.6 as follows:

Schedule Management

- .1 Weekly Progress Meetings: Once each week, on a day mutually agreed to by the Principal Representative or Program Manager and the Construction Manager, a meeting will be held to assess the progress achieved by the Construction Manager during previous work week, discuss and resolve issues affecting the progress, and review the critical activities anticipated for the following two weeks. The Construction Manager is to provide short interval schedules documenting the activities to be accomplished during the past week and the activities forecast for the next two weeks.
- .2 Monthly Project Review Meetings: Once each month on or about the 25th, a meeting will be held to review a draft pay application/schedule update, assess and agree to the progress achieved by the Construction Manager during the previous month, discuss and resolve issues affecting the progress, and review the critical activities to be accomplished during the following 90 days. The Construction Manager is to provide a draft Pay Application and Schedule Update reflecting the work accomplished during the previous month. If necessary, a joint job-site walk through will be completed to validate the progress on any questioned activities.
- .3 Monthly Schedule Reporting: Upon finalization of the Monthly Project Review and Joint Job Walk, but not later than the 28th of the month, the Construction Manager shall update the Construction Schedule and submit the Pay Application and the required schedule reports as detailed in paragraph 3.9.6
- .4 Schedule Modifications: If, as a result of the monthly Schedule Update, it appears the Construction Schedule no longer represents the actual /logical progression of the work or the Construction Manager's plan for prosecution and progress of the work, the Principal Representative or Program Manager will require the Construction Manager to submit a revision to the Construction Schedule. Such revisions to the Schedule shall not alter any of the Project Milestone dates.
- .5 Schedule Impacts, Schedule Delays, Time Extensions: During the course of the Project, it may be appropriate to revise the Schedule to incorporate impacts or delay issues into the Project Schedule. If the Construction Manager feels he has encountered schedule impacts that he feels may warrant a time extension, he shall present an Impacted Schedule in accordance with Article 6, to the Principal Representative or Program Manager supporting his claim.
- .6 Recovery Schedule: In the event progress falls behind schedule dates, the Construction Manager will prepare a recovery schedule indicating its revised plan to assure the timely completion of the work. The recovery plan will be subject to the Principal Representative or Program Manager's approval.

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ARTICLE 5. THE PRINCIPAL REPRESENTATIVE RESPONSIBILITIES

Replace paragraph 5.1.4 as follows:

The Construction Manager will be furnished, without charge five (5) sets of copies of the drawings and specifications and one (1) set of reproducibles for GMP pricing and five (5) sets of the bid drawings and specifications and one (1) set of reproducibles for bidding/construction.

ARTICLE 6. TIME OF COMMENCEMENT AND COMPLETION

Replace paragraph 6.3 as follows:

6.3 COMPLETION DATES AND LIQUIDATED DAMAGES

6.3.1 The Date of Substantial Completion of the Work is hereby established as _____
The Date of Completion of the Work is hereby established as _____. Upon approval by the Principal Representative of the Detailed Construction Schedule as outlined in paragraph 3.9.3, the Date of Substantial Completion of the Work and the Date of Completion of the Work may be revised by mutual agreement.

6.3.2 It is hereby understood and mutually agreed 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 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 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 the required Notice of Substantial Completion and Notice of 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.

6.3.3 If the Contractor shall neglect, fail or refuse to complete the Work within the schedule 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 paragraph 6.3.4.

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 substantially completed, and the Notice of Substantial Completion (Form SBP-07) is issued; delay in completion shall be measured from the Date of Substantial Completion as specified in paragraph 6.3.1 or as modified in subsequent amendments.

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6.3.4 Unless modified by subsequent amendments, it is expressly understood and agreed, by and between the parties hereto, that the schedule for the substantial completion of the Work is reasonable, taking into such consideration all factors, including the average climatic range and usual industrial conditions prevailing in the locality of the building operations.

Liquidated damages shall be applicable to this Project as, and to, the extent stated in 6.3.4.1. Where an amount is indicated below, liquidated damages shall be assessed in accordance with and pursuant to the terms of paragraph 6.3.3. The election of liquidated damages shall limit and control the parties' right to damages only to the extent noted and does not preclude recovery for damages for delay or for any other reason by either party under any provisions of the Agreement or Contract Documents.

6.3.4.1 The parties agree that in the event Contractor fails to complete the Work on or before the Date of Substantial Completion that the Owner will be damaged and that the amount of such damages will be difficult to ascertain. For the inability to use the Project, for each day after the Date of Substantial Completion of the Work established in paragraph 6.3.1, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion (Form SBP-07) has been fully executed, the Contractor agrees that \$_____ shall be assessed against the 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.

6.3.4.2. 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 paragraph 6.4, Delays and Extensions of Date of Completion of the Work.

ARTICLE 9. COMPENSATION

Replace paragraph 9.1.1 as follows:

9.1 Construction Manager's Fee and General Conditions

9.1.1 Subject to the provisions of paragraph 6.6, 9.5, 9.6 and 20.2, and in consideration of the performance of this Agreement, the Principal Representative shall pay the Construction Manager in current funds as compensation for it's services, a Total Fee amount and separate General Conditions amount as listed below:

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Construction Manager's Fee	
a. Pre-Construction Phase Fee	\$
b. Construction Phase Fee	\$
c. Total Fee (a+b)	\$
General Conditions	
d. On-Site CM/GC Staff @ DPE (Not to Exceed)	\$
e. Other Reimbursable General Conditions (Not to Exceed per paragraph 9.1.3)	\$
f. Total General Conditions (including Staff) (d+e)	\$

Add paragraph 9.1.3 as follows:

9.1.3 General conditions items, as set forth in paragraph 9.1.1, shall generally include the direct cost of construction phase on-site construction management staff and those temporary facilities, services and equipment to support the work of construction subcontractors. General conditions items are more fully identified in Exhibit A, DESIGNATED SERVICES AND METHODS OF PAYMENT, and shall be reimbursed at direct cost, without mark-up, based upon pre-approved not-to-exceed budgets. General conditions (exclusive of the Construction Manager's staff) provided directly by the Construction Manager must be at market competitive rates. Each monthly request for progress payment will be justified with reasonable support for expenses to include :

- .1 Invoice or receipt for any vendors or suppliers for material, rented equipment, etc.
- .2 Labor/timesheet reports (by task number) for direct labor
- .3 Owned equipment will be compensated per pre-negotiated rates established in accordance with the Colorado Procurement Code Article 107 – Cost Principle. In no case shall cumulative/total cost of owned equipment exceed the value of the equipment minus salvation value.

ARTICLE 10. CHANGES IN THE WORK

Add to paragraph 10.2.4 as follows:

DETAILED BREAKDOWN for Change Orders

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.

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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.

Overhead and profit shall not exceed the percentages set forth in the table below.

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

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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 10.2.1.1 and 10.2.1.2 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 Programs 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, or where unilaterally determined by the Principal Representative on the basis of an equitable adjustment in accordance with the Procurement Rules.

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.

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Replace Article 11 as follows:

The Construction Manager shall obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Construction Manager under this contract. The Construction Manager shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Construction Manager is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES

1. **Commercial General Liability – ISO CG 00001 or equivalent. Coverage to include:**
 - Premises and Operations
 - Explosions, Collapse and Underground Hazards
 - Personal / Advertising Injury
 - Products / Completed Operations
 - Liability assumed under an Insured Contract (including defense costs assumed under contract)
 - Broad Form Property Damage
 - Independent Contractors
 - Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
 - Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent), if possible
 - Additional Insured—Owners, Lessees or Contractors Endorsement, ISO CG 2037 (7/2004 Edition or equivalent), if possible
2. **Automobile Liability including all:**
 - Owned Vehicles
 - Non-Owned Vehicles
 - Hired Vehicles
3. **Excess/Umbrella Liability (Required for projects totaling \$10 million or more)**
 - Excess of Commercial General Liability, Automobile Liability, and Employers' Liability.
 - Coverages should be as broad as primary. *Risk Management reserves the right to require higher limits.*
4. **Workers Compensation**
 - Statutory Benefits (Coverage A)
 - Employers Liability (Coverage B)
5. **Builder's Risk Completed Value (For building additions and new buildings)**
 - See Builders Risk section in this document.

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6. **Installation Floater**
(May be included within the Builder's Risk policy.)

- Special cause of loss
- Theft
- Faulty workmanship
- Vandalism
- Labor costs to repair damaged work

7. **Contractors Pollution Liability**

The University requires this coverage whenever work at issue under this contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Construction Manager described in the Construction Manager's scope of services. Policy shall cover the Construction Managers completed operations. Such coverage shall include:

- Bodily Injury, sickness, disease, mental anguish or shock sustained by any person, including death.
- Property Damage including natural resource damages, physical injury to or destruction of tangible property including resulting loss of use, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- Defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- Cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Construction Manager warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (or specify desired number) years beginning from the time that work under this contract is completed.
- On the Automobile Liability Coverage endorsements CA9948 and MCS-90 are required if the Construction Manager is transporting any type of hazardous materials.
- The Regents of the University of Colorado, a body corporate as "Additional Insureds" for work that is being performed by the Construction Manager and as respects the Contractors Pollution Liability.

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LIMITS REQUIRED

The Construction Manager shall carry the following limits of liability as required below:

Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

**Excess/Umbrella Liability (as required,
See Coverages #3)**

General Aggregate Limit	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000

Automobile Liability

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$ 100,000 Each Accident
	\$ 100,000 Disease Ea. Employ
	\$ 500,000 Disease-Policy Limit

**Contractors Pollution Liability (as required, see
Coverages #7)**

Per Loss	\$1,000,000
Aggregate	\$1,000,000

Builder's Risk (as required, see Coverages #5)

- See the Builders Risk section (below) for required terms and conditions.

Installation Floater

(May be included in Builder's Risk Policy)

This coverage is to cover materials and equipment to be installed in existing structures.

- Shall be written for 100% of the completed value (replacement cost basis)
- Deductible maximum is \$50,000.00
- Waiver of Subrogation applies on Builders Risk

ADDITIONAL INSURANCE REQUIREMENTS

1. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.

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2. The Construction Manager shall provide the University of Colorado a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering University premises.
3. **The Construction Manager shall name “The State of Colorado and The Regents of the University of Colorado, a body corporate” as an Additional Insured as respects General Liability.**
4. Upon request by the University, Construction Manager must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
5. The University requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
6. A Separation of Insureds Clause must be included in general liability policies.
7. The Construction Manager shall advise the University in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Construction Manager will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the University a new certificate of insurance showing such coverage is in force.
8. Construction Manager’s insurance carrier should possess a minimum A.M. Best’s Insurance Guide rating of A- VI.
9. Commercial General Liability Completed Operations policies must be kept in effect for up to three (3) years after completion of the project.
10. Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.
11. Provide a minimum of thirty (30) days advance written notice to the University for cancellation, non-renewal, or material changes to policies required under the contract.
12. Certificate Holder: University of Colorado, University Risk Management, 1540 30th Street, Campus Box 587 - SYS, Boulder, CO 80303.

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

Non-Waiver

The parties hereto understand and agree that The University is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., as from time to time amended, or otherwise available to the University or its officers, employees, agents, and volunteers.

Mutual Cooperation

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

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Builder's Risk Insurance **(Applies to building additions and new buildings)**

Unless otherwise provided, the Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder's Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without voluntary deductibles. Such Builder's Risk 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 Substantial Completion. The Builder's Risk insurance shall include interests of the University of Colorado, the General Contractor, subcontractors and sub-tier contractors in the project.

Builders' Risk Coverage shall be on a Special Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect's fees and expenses, flood and earthquake, and all below and above ground structures, water and sewer mains. Other coverages may be required if provided in contract documents. Coverages shall be written for 100% of the completed value (replacement cost basis) of the work being performed. At the option of the the University of Colorado, the University of Colorado may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the builder's risk policy. The University of Colorado agrees to provide the necessary exposure base information for quotation by the Builder's Risk carrier. TheUniversity of Colorado agrees to pay the premium associated with the Soft Costs coverage, the University of Colorado decides to purchase this coverage.

The Builder's Risk shall also include the follow amendments/provisions:

- Waiver of Subrogation against all parties named as insured, but only to the extent the loss is covered.
- Beneficial Occupancy Clause. The policy shall specifically permit partial or beneficial occupancy at or before substantial completion or final acceptance of the entire work. No insurance shall be cancelled or allowed to lapse on account of partial or beneficial occupancy. The University of Colorado and Construction Manager shall take reasonable steps to obtain consent of the insurance company or companies and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse or reduction of insurance.
- Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing, where applicable).
- Deletion of Coinsurance Provisions.
- Replacement Costs Basis - including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss.
- Deletion of any exclusions pertaining to Law, Ordinance or Regulation.

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- Modification of the electrical apparatus breakdown exclusions and the mechanical breakdown exclusion so that it does not apply to subsequent loss or damage.
- Modify exclusion pertaining to damage to interior of building caused by an perils insured against are covered.
- Resultant Damage Extension including amendment of exclusion pertaining to design error.
- Settling, cracking, shrinking or expansion (including coverage for loss resulting from settling, cracking, shrinking or expansion) of foundation walls, floors, or other parts of the structure.
- Other coverages may be required if provided in Contract Documents.
- The deductible shall not exceed \$50,000 and shall be the responsibility of the Construction Manager except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, volcano, etc.
- The Policy shall be amended to show thirty (30) days notice of cancellation. Such notice shall be given to the University of Colorado and Construction Manager.
- Losses in excess of \$50,000 insured shall be adjusted in conjunction with the University of Colorado. Any insurance payments/proceeds shall be made payable to the University of Colorado subject to requirements of any applicable mortgagee clause. The Construction Manager shall pay subcontractors their just shares of insurance proceeds received by the Construction Manager, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.
- The University of Colorado shall have the authority to adjust and settle any losses in excess of \$50,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the University of Colorado exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

If requested, the Construction Manager shall file with the University of Colorado a copy of the policy that includes the insurance coverages required in this section. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.

If the Construction Manager does not intend to purchase such Builder's Risk Insurance required by the Contract and with all of the coverages in the amount described above, the Construction Manager shall so inform the University of Colorado as stated in writing prior to commencement of the work. The University of Colorado may then effect insurance that will protect the interests of the University of Colorado, the General Construction Manager, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the University of Colorado. The cost shall be charged to the Construction Manager. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed \$10,000 per occurrence for most projects.

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CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT
SUPPLEMENTARY GENERAL CONDITIONS

All deductibles will be assumed by the Construction Manager. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.

If the University of Colorado is damaged by the failure or neglect of the Construction Manager to purchase or maintain insurance as described above, without so notifying the University of Colorado, then the Construction Manager shall bear all reasonable costs properly attributable thereto.

Construction Managers engaged in modifications of existing structures are required to secure a Beneficial Occupancy Endorsement that enables the University of Colorado to occupy the facility during construction.

ARTICLE 16. COMPLETION OF WORK

Modify section 16.1 through paragraph 16.1.2 as follows:

- (i) Unless otherwise stated, all references in Article 16, section 16.1 through paragraph 16.1.2, to “complete” and “completion” shall be deleted and replaced with “substantially complete” and “substantial completion,” respectively.
- (ii) The reference in Article 16, paragraph 16.1.1, to “paragraph 2.1.4” shall be deleted and replaced with “paragraph 2.1.4.1.”

Replace paragraph 16.1.3 as follows:

16.1.3 When the Architect/Engineer, on the basis of observations and inspections, determines that the Work or designated portion thereof is substantially complete, the Building Inspection Record (Form SBP-B.I.R.) has been fully executed, the Approval of Beneficial Occupancy (Form SBP-01) has been fully executed, the Architect/Engineer will prepare a Notice of Substantial Completion (Form SBP-07) which shall state the responsibilities of the Principal Representative and the Construction Manager for security, maintenance, heat, utilities, property insurance premiums and damage to the Work. The Notice of Substantial Completion shall be submitted to the Principal Representative, State Buildings Programs, and the Construction Manager for their written acceptance of the responsibilities assigned to them and their execution. The Notice of Substantial Completion shall also establish the effective date of the commencement of the one (1) year warranty period.

Modify paragraph 16.3.1.1 as follows:

Delete the first sentence of the paragraph and replace with “The Construction Manager shall compile, assemble and submit to the Architect/Engineer for review prior to submission to the Principal Representative the quantity of hard copies and computer disks, as defined in the Contract Document Specifications, of operating and maintenance manuals, brochures, drawings and other data for all architectural, mechanical, electrical, plumbing, conveying and other such equipment provided by the Construction Manager as part of the Work.”

ARTICLE 17. FINAL COMPLETION, ACCEPTANCE, AND FINAL PAYMENT

EXHIBIT O

STATE OF COLORADO
CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT
SUPPLEMENTARY GENERAL CONDITIONS

Replace paragraph 17.1.1 as follows:

17.1.1 Following the Architect/Engineer's issuance of the Notice of Substantial Completion or designated portion thereof, and the Construction Manager's completion of the Work on the punch list established pursuant to paragraph 16.1.2 as may have been supplemented, the Construction Manager shall forward to the Principal Representative a written notice that the Work is ready for final inspection. Upon receipt, the Principal Representative will forward the same to the Architect/Engineer, who will promptly make such inspection. When the Architect/Engineer finds the Work acceptable under the Contract Documents, the Architect/Engineer will issue the Notice of Completion Letter including the completed and fully signed off Contract Close-out (State form SBP-06) and the Closing-out Checklist (State form SBP-05) when received from the Construction Manager. This Notice of Completion Letter will constitute a representation that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents.

Replace paragraph 17.2.1 as follows:

17.2.1 When the Architect/Engineer has issued the Notice of Completion Letter, the Construction Manager has fully performed all of its obligations under the Contract Documents for the work or designated portion thereof, and the same is acceptable to the Principal Representative, the Contract Close-out (Form SBP-06) has been fully executed, the Closing-out Checklist (Form SBP-05) has been fully executed, a Notice of Acceptance shall be issued by the Principal Representative and State Buildings Programs which shall establish the final acceptance of the Work.

ARTICLE 18. WARRANTIES

Modify Article 18 as follows:

All references in Article 18 to "Notice of Acceptance" and "Final Notice of Acceptance" shall be deleted and replaced with "Notice of Substantial Completion."

END