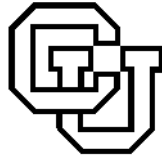


University of Colorado at Boulder



**Williams Village Power House Boiler
Controls Upgrade
Design-Build
Request For Proposal Phase I**

May 14, 2007

**Project No. PR 002246
Notice No. 07-28**

**Request For Proposals
WVHP – Boiler Controls Upgrade
University of Colorado at Boulder**

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Appendix Phase I

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**REQUEST FOR PROPOSALS
Design/Build Services (D/B)
State of Colorado
University of Colorado-Boulder
Notice Number: 07-28**

**Project No: PR 002246
Project Title: WVPH - Boiler Controls Upgrade
Estimated Construction Cost: \$400,000**

Notice Status: Open for Submittals
#Notice Revisions: 0

Project Description:

The University of Colorado at Boulder Williams Village Power House provides steam to the Williams Village Complex for building heat and chiller loads. The steam production is from two 30k lb. vertical tube boilers.

The two boilers, firing rated at 100 KLB/HR had a complete control upgrade in 2000. After seven years of service both boilers are once again in need of complete controls upgrade due to lack of NFPA compliance and to update the obsolete Programmable Logic Controller (PLC)'s and failing controls.

The boiler controls upgrade project consists of installing a new set of cabinet equipment, boiler control management system (safety and supervisory) and boiler control system (boiler operational) is required for this upgrade. The new system shall interface with the current distributed control system located in the boiler room and office. A full review of gauge(s) and transmitter(s) current configuration and location shall be done to comply with NFPA and standard engineering practice. The boiler control system (boiler operational) shall be a multifunction processor able to process all the inputs and drive water, air and fuel valves to satisfy the steam demand in automatic or manual mode through an operator interface. All logic required for the boiler control system and boiler controls shall be done maintaining NFPA compliance and standard engineering practice.

Scope of Services:

Contractors and designers must have experience with similar, complex projects. Design is tentatively scheduled to begin in August 2007. Approximate construction cost is \$400,000.00. Construction is tentatively scheduled to begin December 2007 and be substantially complete by March 2008 with final completion tentatively by April 2008. This solicitation will be via a two phase Request for Proposal. From the response to the Phase 1 submission, three to five design-build teams will be selected to submit a Phase 2 technical proposal, which includes a separate sealed cost proposal.

Minimum Requirements

1. Have design/build experience and completed at least two projects of similar scope and complexity in the field of power house boiler controls within the last five years,
2. Demonstrate the ability to bond up to \$400,000.00 concurrently and anticipated projects,
3. Engineer licensed in the State of Colorado,
4. Registered as a Contractor in the State of Colorado

Proposals Due

Date & Time: **May 29, 2007 2:00 PM**

Address: **Harry Dix**
Department of Facilities Management
University of Colorado at Boulder, Research Laboratory No. 2, 1540 30th Street, Third
Floor Reception Desk, Boulder, CO 80309

Comments: **Submittals through US Postal mail should use Campus Box 453 UCB, rather than the**
street address.

Firms meeting the minimum requirements may obtain the RFP documents by visiting the following website:

<http://fm.colorado.edu/construction/index.html>

Pre-Submittal Meeting

There will be no Phase 1 pre-submittal meeting.

Other Information

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

Requirements for submitting proposals will include qualifying with Colorado State Buildings Programs for construction projects of \$400,000 or more **at least two (2) working days prior to the proposal due date.** If you are not yet qualified with State Buildings, request form SC-9.1, Contractors' Registration form, at the pre-submittal meeting or from the web site at <http://www.gssa.state.co.us> (select State Buildings Programs). Complete the form and return it to the State Buildings and Real Estate Programs, 1313 Sherman Street, Suite 319, Denver, CO 80203. To submit on this project, vendors/contractors do not need to be registered with the BIDS System.

Point of Contact

Name: **Harry Dix**

Agency: **University of Colorado**

Phone: **303-735-6630**

Email: **Harold.Dix@colorado.edu**

Comments:

This Notice is also available on the web at www.colorado.gov/dpa/dfp/sbrep

MEDIA OF PUBLICATION(S): The Daily Journal

Publication Dates: May 14 & May 21, 2007

Note to Editor: Transmit two (2) copies of the Affidavit of Publication, and invoice to:
Helen Calvo, Department of Facilities Management, 453 UCB, Boulder, CO 80309-0453

This Notice will also be advertised in the following publications:

The Daily Journal

University of Colorado at Boulder
WVPH - Boiler Controls Upgrade
Design-Build
Request for Proposal

I. INTENT

The State of Colorado requests proposals of parties meeting minimum qualification standards hereinafter described to provide Design/Build (D/B) services and licensed as general contractors/engineers in the State of Colorado. The qualification requirements for the D/B team hereinafter described are minimum requirements for consideration as a responsive party. To be considered responsive, parties must meet as a minimum on all the following criteria:

Minimum Requirements

1. Have design/build experience and completed at least two projects of similar scope and complexity in the field of power house boiler controls within the last five years,
2. Demonstrate the ability to bond up to \$400,000.00 concurrently and anticipated projects,
3. Engineer licensed in the State of Colorado,
4. Registered as a Contractor in the State of Colorado

II. GENERAL PROJECT DESCRIPTION

The project consists of the general construction for the University of Colorado at Boulder-Williams Village Heat and Chiller Plant Upgrades. The project consists of the following:

1. Replace combustion/feedwater controls and Burner Management Systems (BMS) on the boilers.
2. Remove existing boiler controls and BMS control panel and associated hardware and replace with new Distributed Control System (DC3) type of combustion/feedwater controls, and an Allen-Bradley based Programmable Logic Controller (PLC) BMS, and other control system related equipment and associated miscellaneous field instrumentation and described herein.
3. Provide two new operator work stations to interface into the new control packages. As a part of this scope is the removal of the old operator work stations.

III. ESTIMATED PROJECT BUDGET

The total estimated project budget amount is \$400,000.00, including all demolition, design and construction fees, equipment and other soft costs contingency to be included in this amount.

IV. LOCATION

The work shall be located within the University of Colorado at Boulder - Williams Village.

V. SCHEDULE

Time is of the essence. It is the Owner's desire to begin construction as soon as possible. The proposed schedule is:

A.	Advertise RFP Phase I qualification of Design-Build Teams.....	May 14 & May 21, 2007
B.	Prequalification packets available.....	May 14, 2007
C.	Last day for written questions.....	May 27, 2007
D.	Contractor Qualification Statement due.....	May 29, 2007
E.	Prequalification judgment period.....	June 4, 2007
F.	List of pre-qualified contractors available.....	June 4, 2007
G.	RFP Phase II	June 11, 2007
H.	Pre-proposal conference.....	June 18, 2007
I.	Last day for proposers to submit questions.....	June 27, 2007
J.	Last day for addenda.....	July 2, 2007
K.	Submittals due.....	July 9, 2007
L.	Presentation (one hour each).....	July 11, 2007
M.	Questions & clarifications.....	July 13, 2007
N.	Responses.....	July 16, 2007
O.	Guarantee cost proposal.....	July 19, 2007
P.	Contract signed / Notice to Proceed.....	August 20, 2007
Q.	Final design completion.....	November 20, 2007
R.	Begin construction.....	December 3, 2007
S.	Substantial completion.....	March 3, 2008
T.	Final completion.....	April 3, 2008

Design work for the project should be completed by November 20, 2007. Procurement and manufacturing of the control cab should be completed no later than November 20, 2007*. The control cab installation and field testing should begin by 15 February, 2008. The boilers will be available for conduit, wire installation, logic testing, etc. at the beginning of 1 December, 2007. The successful DBT shall be substantially complete by 3 March, 2008 with final completion by 3 April, 2008. * = **dates dependent upon schedule.**

The project will include regularly established job coordination meetings organized by the Contractor and will include design team members, Subcontractors, and the Owner. Job coordination meetings will be held on-site, once a week or more often if conditions warrant it, to establish the current state of completion and revise the schedule as necessary in order to complete the project within the time permitted by the Contract.

UCB's Office of Planning, Design and Construction, Department of Facilities Management, will conduct routine inspections on the project site during the course of construction and will serve as the liaison between the Design-Build Team and UCB for the day to day construction coordination.

The time for substantial completion will be March 3, 2008 and provision for liquidated damages for failure to meet that date will be stated in the Phase 2 RFP package.

VI. PROCESS AND BASIS OF SELECTION AND EVALUATION

General

The University of Colorado at Boulder will select a committee of qualified members to review submittals for both Phase 1 and Phase 2 of this RFP process. Phase 1 documents require the design-build teams to submit information on their experience and proposed approaches to the project. Once a short list of teams is established, Phase 2 documents will be released to not more than five teams.

First round analysis and discussions will use DBT's Phase 1 response and referenced documents for analysis.

The State of Colorado assumes no liability or responsibility for any costs incurred by any respondent associated with the selection process.

Phase 1 Proposals will consist of a response to Sections VII and VIII of this document.

Phase 2 Proposals will consist of a response to documents released on or around June 11, 2007. These documents will set forth detailed design criteria for the project. In response, each selected DBT will be required to develop technical and cost proposals for the project. In the pre-bid conference during Phase 2, UCB will receive feedback on the stated project requirements, and proposers will have an opportunity to prepare technical and cost proposals based on the procedures outlined below.

Phase 2 Technical Proposals will consist of but are not limited to: drawings; technical data and specification; overall schedule; including boiler shutdown/startup dates. In the second phase of the process, technical proposal evaluations and consensus ranking will be based on the criteria contained in the technical proposal evaluation.

Technical Proposal Changes: The technical proposal shall be accompanied by a cost proposal submitted in a separate, sealed envelope. The technical proposal will be opened and evaluated first; if any changes are required by the committee, the proposers will be given the opportunity to amend the cost proposal. The cost proposal will remain sealed until the technical proposal evaluation is complete. After submission of the technical proposal, the committee will inform each proposer in Phase 2 of any adjustments necessary to (1) clarify the scope of work, (2) make its Technical Proposal fully comply with the requirements of the RFP, (3) incorporate project improvements, and/or (4) provide additional details which are deemed necessary to complete the evaluation. If a design proposal is received and would require substantial revision to make it acceptable, the Committee may reject the proposal without numerically evaluating and ranking it. If the Committee concludes, in its initial Phase 2 evaluation, that only one proposal meets all the design parameters and program requirements and falls within budget, then UCB may proceed with design development meetings with the one responsive proposer, and any other proposers shall be so advised.

A design development meeting will be conducted with each DBT short-listed by the Evaluation Committee. The purpose of the design development meeting is to acquaint the UCB staff with the proposer's design plan and to review potential design adjustments and/or to clarify other non-design aspects of the DBT proposal prior to actual submittal. It will be the responsibility of the proposer to adjust the cost proposal to reflect these changes.

During these individual meetings, all elements of design will be reviewed and adjusted to the Owner's needs. During these meetings, the base proposed cost will remain sealed and will be known only to the individual proposers. Desired additions, deletions or modifications should be submitted in terms of adds, deducts or no change to the cost of the sealed base proposal.

Any changes in the scope of the RFP or its requirements that may result from these discussions shall be issued by the Owner to all proposers in the form of an addendum to the RFP.

The adjustments to the design should be confirmed in writing to the Owner and accompanied by revised drawings or sketches. These documents, along with the Technical Proposal and the Cost Proposal, shall become the basis for the Contract with the top ranked proposer. However, price will not be considered during the Phase 2 design/technical evaluation.

Cost Proposal Changes: If the requirements of the Owner change, the costs included in the sealed Cost Proposals additive and/or deductive costs as agreed to will be confirmed in writing by the proposer to the Owner. These costs, additive and/or deductive, will be applied to cost stated in the sealed Cost Proposal in arriving at the proposed cost.

A detailed schedule of values for all facets of the work will be required.

When the Committee has completed the design development meetings and received written confirmation of the changes, they will then submit a consensus Rating Summary to the person holding the sealed Cost Proposals. The designated proposals will be opened and the cost information entered in the cost ranking section.

When the Cost Proposals have been publicly opened and deliberations are completed, the University shall make its recommendation on the selection of a proposer based on its evaluation and negotiations. The selected DBT and its General Contractor shall be required to submit a guaranteed cost proposal with their Phase 2 submittals.

Award of the design-build contract shall be made to the responsible offeror whose offer is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the RFP.

The contract document will be based on the State's current Design/Build General Conditions to be included in the Phase 2 package.

UCB will notify all proposers who submitted proposals which proposer was selected for the project.

The contract will use the State's standard Design/Build General Conditions and Terms of Agreement for Design/Build construction contracts.

VII. EVALUATION CRITERIA

<i>CATEGORY & WEIGHT</i>		<i>PHASE 1</i>	<i>PHASE 2-Final Score</i>
Liability and Insurance		Pass/Fail	Certificate of Insurance
Bonding Capacity		Pass/Fail	<ul style="list-style-type: none"> ■ Bid Bond/ ■ Labor and Material ■ Performance Bonds
Technical Approach (Phase 1)	30%	Project Approach (in declining order of importance): <ul style="list-style-type: none"> • Project Approach • Team • Organization • Schedule Control • W/MBE 	---
Technical Proposal (Phase 2)	65%	---	Design Submittal: <ul style="list-style-type: none"> ■ Maintainability ■ Layout Design ■ Engineering Systems ■ Project Team Approach
Past Experience (Phase 1)	35%	Similar and relevant projects	---
Cost (Phase 1)	35%	Cost Control Strategy	---
Cost (Phase 2)	35%	---	Cost proposal (GMP)

Phase 2 criteria may be enhanced or revised before final release on *. * **date dependent upon schedule.**

VIII. Instructions for Phase I Submittal (submit two copies)

A. Approach

1. Describe your approach to this project as a design-build project. Include such aspects as:
 - a. Scope of services as you know them,
 - b. How you will meet the construction schedule,
 - c. How you can achieve an economical design,
 - d. How you will approach providing a design solution,
 - e. How will you structure communication with the Owner,
 - f. How will you handle design and shop drawings submissions,
 - g. Quality control and compliance with the RFP, and
 - h. Project management.

Limit your response to the above to be not more than two printed pages.

2. Schedule Control: A construction start on or around * is anticipated with a substantial completion date of no later than *. * = **date dependent upon schedule**.

Identify any concerns or issues you have with this completion schedule. Include a statement describing the team's typical design and construction project of this sort. If there are schedule issues, how would you approach the project in a manner that would meet the scheduled completion date?

Please provide a sample of a schedule (CPM or bar chart) from previous project(s).

3. Organization Chart – Define the team you would assemble for this project. Include discipline, in-house lead personnel, consultants and individuals by name. Indicate lines of responsibility and/or communication. (one page)
4. Include a statement of your firm's and team's current workload and length of time the team has worked together (or number of projects). (one-half page maximum)
5. Provide a resume for each design principal and lead personnel selected for this project team. References must include a current phone number for all references listed and a description of their role in previous projects. Use no references that are retired or no longer employed by the project's owner.
6. Provide the following information on the key construction personnel you propose for this project. If more than one person is proposed for this project, provide information on each.
 - a. Project Manager
 1. Resume
 2. Experience-list of projects of similar size, type and systems
 3. References outside your company to verify experience, with current phone numbers
 4. List other projects for which this person shall have concurrent responsibility
 - b. Project Superintendent
 1. Resume
 2. Experience-list of projects of similar size, type and systems
 3. References outside your company to verify experience, with current phone numbers
 - c. Others
7. It is the general policy of the State of Colorado to be as inclusive as possible to all member communities when spending taxpayer dollars. Describe your firm's plan for encouraging levels of participation by women, minority and small business. (One page maximum).

B. Experience

1. State your firm's record of performing design-build services within agreed-upon time frame or schedule and agreed-upon cost budgets. Provide the following information for a **minimum of two similar projects** within the last five years. Information is to be included only for projects accomplished by the applicant team. If a project was a joint venture or in association with another firm,

identify it as such, name the firm and note the services provided by the other firms. Do not include details on projects on which members of the applicant firm worked while employed by another firm, except in resumes of design professionals. *“Similar” means design-build project, in excess of \$400,000.00 focusing on any aspect of the project which involved similar parameters to this project.*

- a. Describe how your project is similar to the proposed boiler control project. (minimum one paragraph narrative, to include)
 - 1.) Project Name
 - 2.) Type of Project
 - 3.) Location
 - b. Site description
 - c. Engineer (name firm, lead person, if any)
 - d. Builder/contractor (name firm, lead person, if any)
 - e. Owner reference (owner, contact person & phone number)
 - f. Owner’s schedule vs. actual schedule (explain schedule deviation)
 - g. Number, dollar amounts and origin of change orders
 - h. D/B construction estimate vs. actual construction costs
 - 1.) Explain estimate/contract amount difference
 - i. Type of bid (negotiated, competitive, design-build, lump sum)
*Note: You may include floorplans or photographs.
Provide descriptions of no less than two, and no more than five projects.*
2. List any other relevant projects.
 3. Successful Project Completion. For all projects completed within the last 5 years, where applicable, identify separately:
 - a. Dollar amount of liquidated damages paid and projects involved.
 - b. Dollar amount of bonus received for early completion and project.
 - c. Have you (or any member of your team) been terminated from a project before completion? If so, please describe when, where and why.

C. Cost

1. A total project cost of \$400,000.00 is estimated, including demolition, design and construction fees, equipment and other soft costs.
 - a. Given the information available about the existing conditions, identify any concerns or issue you might have with this budget.
 - b. Suggest alternative approaches or solutions. (Maximum of one page)
2. Describe your approach to budget management during design and construction. How will cost changes be addressed?

D. Other

1. Provide proof of current insurance capabilities to meet minimum requirements as defined in Appendix B.
2. Submit evidence from, or attested by, your bonding company that verifies your firm will have bonding capacity, if this project (estimated at a maximum of \$400,000.00) is added to your current and anticipated workload. Bonding will be required of the proposal and, if awarded the contract, 100% Performance and 100% Labor and Material Payment Bonds will be required.
3. Acknowledge receipt of any agenda.

IX. SCHEMES

Proposers have the option to submit more than one design scheme in Phase 2. Each scheme must be covered by a separate Cost and Technical Proposal.

X. CODES, STANDARDS, REGULATIONS AND REVIEWS

Compliance with applicable codes, statutes, regulations, industrial / utility standards, and state agency requirements shall be the responsibility of the proposers and the Contractor. The Owner will review and comment in verifying compliance with applicable codes and statutes.

XI. PERMITS

Shall be obtained from the office of Planning, Design and Construction, Department of Facilities Management. All work shall be done to code. All Power House rules shall be followed. This is a no cost permit.

XII. ADMINISTRATIVE INFORMATION

Note: Administrative information contained in this section is offered for information purposes as a part of this Phase 1 document. Clauses in this section are applicable to both Phase 1 & 2 of the RFP and will be part of contract formation.

- A. Issuing Office: This Request for Proposal (RFP) is issued for the State of Colorado by the University of Colorado at Boulder.
- B. Purpose: This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration by the University of Colorado at Boulder for the design and construction of the boiler control improvements.
- C. Scope: This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; requirements which must be met to be eligible for consideration; and other sample documents and information which will become part of the final contract.
- D. Inquiries: Offerors may make written, fax or e-mail inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the deadlines listed in the Schedule. Send all inquiries to:

Harry Dix
University of Colorado at Boulder
Department of Facilities Management
Office of Design and Construction
453 UCB, Boulder, CO 80309-0453
E-mail: Harold.Dix@Colroado.edu
Phone: 303-735-6630
RFP No. PR 002246 / No. 07-28

Response to inquiries will be made in writing by UCB in a timely manner to all offerors. Responses to inquiries may also be made verbally and followed up in writing at a pre-proposal conference. Offerors should not rely on any other statements that alter any provision or other term or condition of the RFP.

- E. Modification Or Withdrawal Of Proposals: Proposals may be modified or withdrawn by the offeror prior to the established due date and time. Proposals shall be valid for 90 days after receipt.
- F. Proposal Submission: Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by the University of Colorado at Boulder, Department of Facilities Management, Research Laboratory No. 2, 1540 30th Street, 3rd Floor Reception Desk, Boulder, Colorado 80309 on or before the proposal opening date and time. (Time as per the time clock in the Office of Planning, Design and Construction Office). Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. **Two** copies each of the proposal package shall be delivered or sent by mail to:

Harry Dix
University of Colorado at Boulder
Department of Facilities Management
Office of Planning, Design and Construction
Campus Box 453 UCB
Boulder, CO 80309-0453

Delivery Address:
University of Colorado at Boulder
Department of Facilities Management
Research Laboratory No. 2
1540 30th Street – 3rd Floor Reception Desk
Boulder, CO 80309-0453

Proposals must be submitted and sealed in a package with an appropriate label affixed. The label must show the following information:

Offeror's Name
RFP No. PR 002246 / Notice 07-28
WVPH - Boiler Controls Upgrade
Proposal Due Date and Time

END

INSURANCE REQUIREMENTS
Design/Build Agreement

Replace Article 7 as follows:

The Design/Build Entity 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 Design/Build Entity under this contract. The Design/Build Entity shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Design/Build Entity 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 (Applies to projects totaling \$10,000,000 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. **Professional Liability Insurance**

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

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

The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three (3) years beyond the completion and acceptance of the work.

6. **Builder's Risk Completed Value (Applies to buildings additions and new buildings)**

- See Builders Risk section in this document.

7. **Installation Floater**

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

8. **Contractors Pollution Liability**

This section applies only to the following types of proposals:

- ASBESTOS/LEAD ABATEMENT Contracting Services

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 Design/Build Entity described in the Design/Build Entity's scope of services. Policy shall cover the Design/Build Entity's 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 Design/Build Entity 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 Design/Build Entity 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 Contractor and as respects the Contractors Pollution Liability.

LIMITS REQUIRED

The Design/Build Entity 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

Professional Liability

Per Claim/Incident Claim

Show limit as follows:

For a Fixed Limit of Construction Cost	Minimum Coverage Per Claim	Minimum Coverage in the
--	----------------------------	-------------------------

		Aggregate
\$999,999 and under	\$250,000	\$500,000
\$1,000,000 to \$4,999,999	\$500,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

Contractors Pollution Liability (as required-See Coverages #8)

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

Builder's Risk (as required-See Coverages #6)

- This coverage is required for new buildings or additions to existing buildings.
- **See the Builders Risk section (below)** for required terms and conditions.

Installation Floater

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 \$10,000.00
- 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.
2. The Design/Build Entity 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 Design/Build Entity 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, Design/Build Entity 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 Design/Build Entity 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 Design/Build Entity 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. Design/Build Entity'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. Design/Build Entity's 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, 4001 Discovery Drive, Suite 230, Campus Box 587, Boulder, CO 80303

Failure of the Design/Build Entity 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 Design/Build Entity 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.

Builder's Risk Insurance **(As required-See Coverages #6)**

Unless otherwise provided, the Design/Build Entity 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 final payment has been made or until no person or entity other than the University has insurable interest in the property to be covered, whichever is earlier. 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. The University 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. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The University of Colorado and Design/Build Entity 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).
- 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
- Deletion of exclusions for design errors & omissions
- 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 \$10,000 and shall be the responsibility of the Design/Build Entity 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 Design/Build Entity.
- Losses in excess of \$10,000 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 Design/Build Entity shall pay subcontractors their just shares of insurance proceeds received by the Design/Build Entity, 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 \$10,000 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 Design/Build Entity 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 Design/Build Entity 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 Design/Build Entity 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 Design/Build Entity, 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 Design/Build Entity. 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.

All deductibles will be assumed by the Design/Build Entity. 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 Design/Build Entity to purchase or maintain insurance as described above, without so notifying the University of Colorado, then the Design/Build Entity shall bear all reasonable costs properly attributable thereto.

Design/Build Entitys 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.

Revised 11-20-06